Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
August 21, 2025

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

Meeting ID: 839 5861 5604
Passcode: 877722
There is no participant ID

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

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

A request for a disability-related modification or accommodation may be made to the Superintendent's Office (650-526-3552) at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

(Live streaming available at www.mvwsd.org)

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

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

I. CALL TO ORDER (6:00 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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

   Property: 699 North Shoreline Blvd. ("777 West Middlefield Rd."); APN 153-24-027; Mountain View, California
   Agency Negotiator: Rebecca Westover, Chief Business Official; Clarissa Canady, Dannis Woliver & Kelley; Phil Henderson, Orbach Huff & Henderson
   Negotiating Parties: Foothill-DeAnza Community College District
   Under Negotiation: Price and terms of payment related to Purchase of Real Property

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

IV. RECONVENE OPEN SESSION (7:00 p.m.)

A. Closed Session Report

V. CONSENT AGENDA

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

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes to the July 10, 2025 Special Meeting
2. Minutes to the July 17, 2025 Special Meeting

C. Landels Library Discard

D. (Action) Second Reading of Board Bylaws

E. Quarterly Report on Williams Uniform Complaints

F. Resolution No. 01-082125, Authorizing Delegation of Authority to Sign Official Documents and Records

G. Resolution No. 02-082125, Authorizing Delegation of Authority to Sign Warrants and Payments

H. Approval of Schematic Design, Budget and Schedule for the Theuerkauf Elementary School Restroom Modernization Project

I. Approve the Exercise of the District's Option to Purchase in the Facilities Lease for the Multi-Site Window Replacement Project Pursuant to the Lease-Leaseback Contract with E.F. Brett and Company, Inc.

J. Award of Contract Amendment No. 1 to the Architectural Services Agreement with Dreiling Terrones Architecture, Inc. (DTA), for the Roofing Replacement and Repair Project

K. Change Order No. 3- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company

L. MVWSD and SJSU MOU PK3 ECE Specialist Instruction Intern Program Agreement

VI. COMMUNICATIONS

A. Employee Organizations

B. District Committees

C. Superintendent

VII. COMMUNITY COMMENTS

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

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

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

Notes on Community Comments on Agendized Items
The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

VIII. ACTION AND DISCUSSION

A. (Discussion) FCMAT Extraordinary Audit Findings

B. (Discussion) MVW Residences Corporation Board Interviews

C. (Action) Summer Review- Approval of Monthly Reports; Ratifying some contracts and Reviewing other contracts

D. (Discussion) Measure T Summer Construction Update

E. (Action) Resolution NO: 03-082125 Speech and Language Services

IX. BOARD UPDATES

X. ITEMS FOR FUTURE AGENDAS

XI. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

September 4, 2025
September 18, 2025

XII. ADJOURNMENT

NOTICES FOR AUDIENCE MEMBERS

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

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

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

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

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

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

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Meeting ID: 839 5861 5604
Passcode: 877722
There is no participant ID

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

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

Estimated Time:

Person Responsible:

Background:
Property: 699 North Shoreline Blvd. ("777 West Middlefield Rd."); APN 153-24-027; Mountain View, California
Agency Negotiator: Rebecca Westover, Chief Business Official; Clarissa Canady, Dannis Woliver & Kelley; Phil Henderson, Orbach Huff & Henderson
Negotiating Parties: Foothill-DeAnza Community College District
Under Negotiation: Price and terms of payment related to Purchase of Real Property

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: Personnel Report

Agenda Item Title: Personnel Report to the Board of Trustees

Estimated Time:

Person Responsible: Erin Green, Director Human Resources

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Personnel Report to the Board of Trustees_8.21.25	Backup Material	8/14/2025

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
Valentina	Vertemara	Teacher	Permanent	Landels	1.0	leave of absence	Statutory Leave	6/3/2025	10/24/2025	approve	6/3/2025	8/21/2025
Candice	De La Rosa	Instructional Assistant - Special Ed		Monta Loma	0.875	resignation					6/5/2025	8/21/2025
Geneva	Fraser	Teacher	Permanent	Bubb	1.0	resignation					6/5/2025	8/21/2025
Jorge G.	Silva	Custodian		Landels	1.0	resignation					6/12/2025	8/21/2025
Jesus	Morales Flores	Custodian	Temporary	Maintenance & Operations	1.0	change of status	extension of temporary assignment				7/1/2025	8/21/2025
Julio	Guttierez Martinez	Custodian	Temporary	Maintenance & Operations	1.0	change of status	extension of temporary assignment				7/1/2025	8/21/2025
Luis	Rivas Salinas	Custodian		Castro	1.0	change of location	from Vargas to Castro				7/14/2025	8/21/2025
Swati	Dagar	Director of Student Services	MGMT	District Office	1.0	change of designation	from Director of Administrative Services to Director of Student Services				7/16/2025	8/21/2025
Stephanie	Madrid	Human Resources Technician	Confidential	District Office	1.0	leave of absence	Statutory Leave	7/22/2025	10/10/2025	approve	7/22/2025	8/21/2025
Maria	Contreras	Custodian		District Office	1.0	leave of absence	Statutory Leave	7/25/2025	10/10/2025	approve	7/25/2025	8/21/2025
Grace	Heemstra	Communication Specialist		District Office	1.0	new hire					8/4/2025	8/21/2025
Virginia	Solano-Bean	Instructional Assistant - Preschool		Preschool	0.75	new hire					8/7/2025	8/21/2025
Akhila	Adavikolanu	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Nanette	Baltazar	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025
Jenny	Bang	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Zenaida	Barrios	Teacher	Temporary	Vargas	1.0	new hire					8/7/2025	8/21/2025
Kristen	Brown	Teacher	Temporary	SpEd Preschool	1.0	new hire					8/7/2025	8/21/2025
Hillary	Cain	Teacher	Temporary	Monta Loma	1.0	new hire					8/7/2025	8/21/2025
Melody	Cao	Teacher	Temporary	Bubb	1.0	new hire					8/7/2025	8/21/2025
Jennifer	Cendejas	Teacher	Temporary	Castro	1.0	new hire					8/7/2025	8/21/2025
Jeanne	Coppola	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Amy	Costello	Speech Therapist	Temporary	Districtwide	1.0	rehire					8/7/2025	8/21/2025

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
Jade	Daane	Teacher	Temporary	Monta Loma	1.0	new hire					8/7/2025	8/21/2025
Abigail	Davis	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025
Natalie	Douglass	Teacher	Temporary	Bubb	1.0	new hire					8/7/2025	8/21/2025
Maia	Farinas	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Aki	Fong	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025
Cinthia	Gonzalez-Secua	Teacher	Temporary	Stevenson	1.0	new hire					8/7/2025	8/21/2025
Nannette	Jolicoeur	Teacher	Temporary	Imai	1.0	new hire					8/7/2025	8/21/2025
Pravin	Kaipa	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Jeanette	Kaleikau-Buxton	Teacher	Temporary	Landels	1.0	new hire					8/7/2025	8/21/2025
Amber	Kopf	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Meggan	Luce	Teacher	Temporary	Mistral	1.0	new hire					8/7/2025	8/21/2025
Christina	Mabry	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Ana	Magallanes	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025
Elaine	Mendenhall	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Taylor	Mendiola	Teacher	Temporary	Stevenson	1.0	new hire					8/7/2025	8/21/2025
Clayton	Moore	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Jaimie	Nishimoto	Teacher	Temporary	Stevenson	1.0	new hire					8/7/2025	8/21/2025
Leila	Park	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Lopamudra	Patanaik	Teacher	Temporary	Bubb	1.0	new hire					8/7/2025	8/21/2025
Alexis	Perez	Teacher	Temporary	Vargas	1.0	new hire					8/7/2025	8/21/2025
Allen	Riddle	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Alondra	Rios-Cervantes	Teacher	Temporary	Monta Loma	1.0	new hire					8/7/2025	8/21/2025
Juliana	Rivera	Teacher	Temporary	Landels	1.0	new hire					8/7/2025	8/21/2025
Lisa	Robell	Teacher	Temporary	Imai	1.0	new hire					8/7/2025	8/21/2025
Teri	Robinson	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Kenya	Solis	Teacher	Temporary	Mistral	1.0	new hire					8/7/2025	8/21/2025
Madhurima	Suribhatla	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025
Caroline	Sutherland	Teacher	Temporary	Imai	1.0	new hire					8/7/2025	8/21/2025
Nicholas	Swink	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Kathryn	Therkildsen	Teacher	Temporary	Stevenson	1.0	new hire					8/7/2025	8/21/2025
Sasha	Tozaj	Teacher	Temporary	Stevenson	1.0	new hire					8/7/2025	8/21/2025
Kay	Wang	Speech Therapist	Temporary	Districtwide	1.0	new hire					8/7/2025	8/21/2025

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
Cody	Weavil	Teacher	Temporary	Bubb	1.0	new hire					8/7/2025	8/21/2025
Laura	Wiley	Teacher	Temporary	Vargas	1.0	new hire					8/7/2025	8/21/2025
Amanda	Will	Teacher	Temporary	Imai	1.0	new hire					8/7/2025	8/21/2025
Hajung Elizabeth	Yuk	Teacher	Temporary	Crittenden	1.0	new hire					8/7/2025	8/21/2025
Zbigniew	Zabinski	Teacher	Temporary	Graham	1.0	new hire					8/7/2025	8/21/2025
Angelina	Cortez	Preschool Teacher	Temporary	Preschool	1.0	change of status	from Preschool IA to Preschol Teacher				8/7/2025	8/21/2025
Andromeda	Prado Ibarra	Preschool Teacher	Temporary	Preschool	1.0	change of status	from Preschool IA to Preschol Teacher				8/7/2025	8/21/2025
Leila	Entezari	Teacher - TK	Intern	Vargas	1.0	change of status	from Preschool Teacher to TK Teacher				8/7/2025	8/21/2025
Arti	Karandikar	Teacher - TK	Intern	Landels	1.0	change of status	from Preschool Teacher to TK Teacher				8/7/2025	8/21/2025
Yesica	Daza	Teacher	Intern	Mistral	1.0	change of status	from School Community Engagement Facilitator to SpEd Teacher				8/7/2025	8/21/2025
Sukhita	Navalyal	Teacher		Stevenson	1.0	leave of absence	Statutory Leave	8/11/2025	8/29/2025	approve	8/11/2025	8/21/2025
Jamie	Ewings	Teacher		Bubb	1.0	leave of absence	Statutory Leave	8/8/2025	8/22/2025	approve	8/11/2025	8/21/2025
Kimberly	Alvarado	At Risk Intervention Supervisor		Stevenson	0.4	leave of absence	personal leave	8/12/2025	6/5/2025	approve	8/12/2025	8/21/2025
Kimberly	Alvarado	At Risk Intervention Supervisor		Stevenson	0.6	change of status	from 1.0 FTE to .6 FTE				8/12/2025	8/21/2025
Danya	Rodriguez Gonzalez	At Risk Intervention Supervisor		Monta Loma	1.0	change of assignment	from special ed IA to At Risk Intervention Supervisor				8/12/2025	8/21/2025
America	Martinez Reyes	Instructional Assistant - TK		Monta Loma	0.75	new hire					8/12/2025	8/21/2025

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
Vi	Dao	At Risk Intervention Supervisor		Bubb	0.5	change of assignment	from Instructional Assistant to At Risk Intervention Supervisor				8/12/2025	8/21/2025
Jocelyn	Vera	At Risk Intervention Supervisor		Castro	1.0	change of location	move from Monta Loma to Castro				8/12/2025	8/21/2025
Briana	Bernal	At Risk Intervention Supervisor		Mistral	1.0	change of location	move from Castro to Mistral				8/12/2025	8/21/2025
Renae	Rhodes	Clerical Assistant III		Stevenson	1.0	change of status	permanent increase in FTE from .75 to 1.0				8/12/2025	8/21/2025
Estefanie	Flores Reyes	Instructional Assistant - TK		Monta Loma	0.75	change of assignment	from substitute noon duty to instructional assistant				8/12/2025	8/21/2025
Denise	Rivera	Instructional Assistant		Preschool	0.75	change of assignment	from 1.0 FTE to .75 FTE				8/12/2025	8/21/2025
Kate	Crain	Library Technician		Landels	0.875	change of assignment	from noon duty to library technician				8/12/2025	8/21/2025
Omar	Leon Lopez	At Risk Intervention Supervisor		Castro	1.0	leave of absence	Statutory Leave	8/12/2025	9/1/2025	approve	8/12/2025	8/21/2025
Jacqueline	Scharff	Child Nutrition		Graham	1.0	leave of absence	Statutory Leave	8/12/2025	8/29/2025	approve	8/12/2025	8/21/2025
Andrea	Madrid	Instructional Assistant - TK		Imai	0.75	new hire					8/12/2025	
Angelica	Pham-Romero	Occupational Therapist		Districtwide	1.0	new hire					8/12/2025	
Madeline	Bennet	Occupational Therapist		Districtwide	1.0	new hire					8/12/2025	8/21/2025
Kimberly	Arevalo	Instructional Assistant - Preschool		Preschool	0.75	new hire					8/12/2025	8/21/2025
Eenah	Eoh	Instructional Assistant - TK		Vargas	0.75	new hire					8/12/2025	8/21/2025
Tike	Lu	Instructional Assistant - TK		Landels	0.75	new hire					8/12/2025	8/21/2025
Darlene	Cayanan	Instructional Assistant - TK		Castro	0.75	new hire					8/12/2025	8/21/2025

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
Allyson	Di Marco	Instructional Assistant - TK		Theuerkauf	0.75	new hire					8/12/2025	8/21/2025
Mayra	Garcia-Mendoza	School & Community Engagement Facilitator		Monta Loma	0.6	leave of absence	personal leave	8/22/2025	6/5/2026	approve	8/22/2025	8/21/2025
Mayra	Garcia-Mendoza	School & Community Engagement Facilitator		Monta Loma	0.4	change of assignment	reduction of FTE from 1.0 to .4	8/22/2025	6/5/2026	approve	8/22/2025	8/21/2025
Louvilei	Lecap Ayaz	Instructional Assistant - TK		Landels	0.75	new hire					8/22/2025	8/21/2025
Jodie	Bolanos	Instructional Assistant - Preschool		Preschool	0.75	new hire					8/22/2025	8/21/2025
Gloria	Rocha Lopez	School & Community Engagement Facilitator		Mistral	1.0	new hire					8/22/2025	8/21/2025
Tania	Ruiz	Instructional Assistant - TK		Monta Loma	0.75	rehire					8/22/2025	8/21/2025
Elmer	Magtibay	Instructional Assistant - Special Ed		Castro	0.75	new hire					8/22/2025	8/21/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the July 10, 2025 Special Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the July 10, 2025 Special Meeting	Backup Material	8/12/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
July 10, 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

(Live streaming available at www.mvwsd.org)

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

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

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

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

A. Pledge

Trustees Vice President DiFazio led the Pledge of Allegiance.

B. Roll Call

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

Trustee DiFazio stated that Trustee Lambert would arrive at the meeting shortly.

C. Approval of Agenda

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

Ayes: Conley, DiFazio, Henry, Reed

Absent: Lambert

Superintendent requested that he be able to give an update during the Consent Agenda item.

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

The following members of the community addressed the Board of Trustees concerning items on the Closed Session:

- Aytek Celik
- Mohan G
- David Giesen

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 5:11 p.m.

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.

Trustee President Lambert reconvened the meeting to Open Session at 5:39 p.m.

A. Closed Session Report

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

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

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Superintendent Baier provided the following update. Former superintendent Rudolph's residence is under contract for purchase at the sales price of $1,600,000.00, with the estimation that escrow would close at the end of the month and the district would recoup the full amount. He reported staffing additions and changes. Dr. Naomi Ansaldo is the new Assistant Principal at Graham Middle School, and the district office staffing changes are that Ms. Tara Vikjord Watan will be the new Director of Early Learning and Afterschool Programs. Ms. Erin Green will oversee Human Resources as Director of Human Resources beginning July 14.

A. Personnel Report

1. Personnel Report to the Board of Trustees

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

- Steven Nelson

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

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

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The District's purchase price for the land will be $53.5 million. MVWSD will contribute funding from its facilities and Capital Outlay funds, as well as funding from Measure T projects that will be paused. The District will also finance a portion of the purchase through Certificates of Participation (COPs), similar to a loan. Trustee Conley asked what the COP is secured against; the response was district-owned property, not specific to a property.

Trustees did a roll call vote: Trustee Conley, Aye, Trustee Reed, Aye, Trustee Henry, Aye, Trustee Difazio, Aye, Trustee Lambert, Aye

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

- Joanne Doria
- Edward Andrade
- Anu Gill
- Raquel Hernandez

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”

A motion was made by Charles DiFazio and seconded by Ana Reed to approve 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”.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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.

Trustees did a roll call vote: Trustee Conley, Aye, Trustee Reed, Aye, Trustee Henry, Aye, Trustee Difazio, Aye, Trustee Lambert, Aye

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

The meeting was adjourned at 6:23 p.m.

NOTICES FOR AUDIENCE MEMBERS

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

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

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

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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: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

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

Live streaming available at
youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 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:

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:

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

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:

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

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

(Live streaming available at www.mvwsd.org)

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

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

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

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

A. Pledge

Trustee President Lambert led the Pledge of Allegiance.

B. Roll Call

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

C. Personnel Items

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

D. Public Employee Discipline/Dismissal/Release

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

V. RECONVENE OPEN SESSION

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 isdisputed 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.

NOTICES FOR AUDIENCE MEMBERS

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

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

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

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

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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: Minutes

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

Estimated Time:

Person Responsible:

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

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

(Live streaming available at www.mvwsd.org)

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

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

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

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

A. Pledge

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 Materilas 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 Materilas 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 Materilas 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
- Aytek 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.

NOTICES FOR AUDIENCE MEMBERS

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

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

3. **FRAGRANCE SENSITIVITY:**

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

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

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

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

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 7/10/2025

Agenda Category: Minutes

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

Estimated Time:

Person Responsible:

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

(Live streaming available at www.mvwsd.org)

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

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

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

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

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.

NOTICES FOR AUDIENCE MEMBERS

1. **RECORDING OF MEETINGS:**

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Mountain View Whisman School District

Agenda Item for Board Meeting of 7/1/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

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

Live streaming available at
youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 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:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

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:

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:

Mountain View Whisman School District

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:

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

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

Mountain View
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

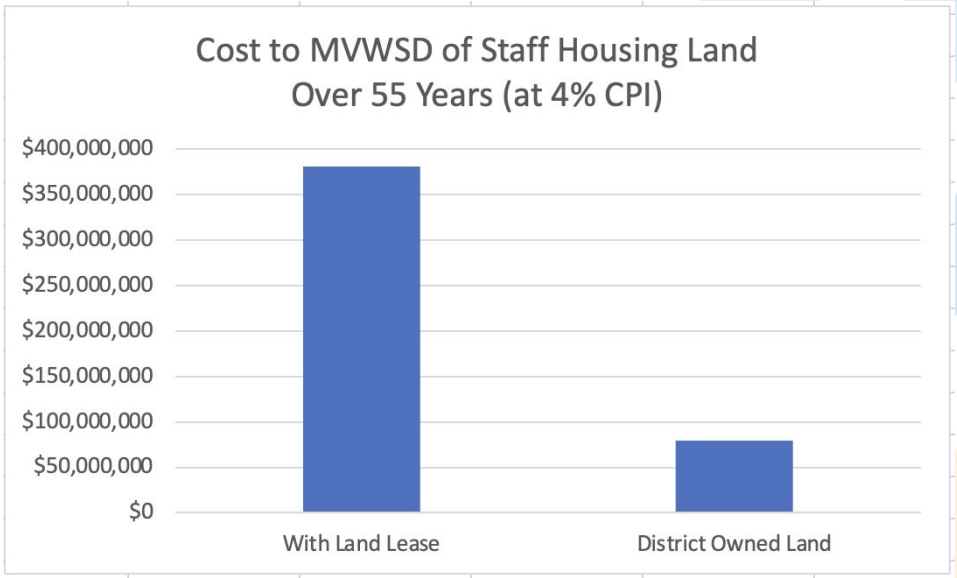
“Since moving into my apartment, I have been very grateful to shorten my commute and have more time to focus on planning and also my mental and physical health. I'm lucky to be part of a welcoming and kind community of people who want to support teachers and in turn, support students.” - Teacher, Mistral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

Mountain View
Whisman
School District

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

Mountain View
Whisman
School District

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

Mountain View
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School District

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**."

R E C I T A L S:

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 ("**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[1], 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

[1] 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. <u>LIQUIDATED DAMAGES</u>. 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.

_____ _____

Seller's Initials **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

EXHIBIT A
MASTER PROPERTY

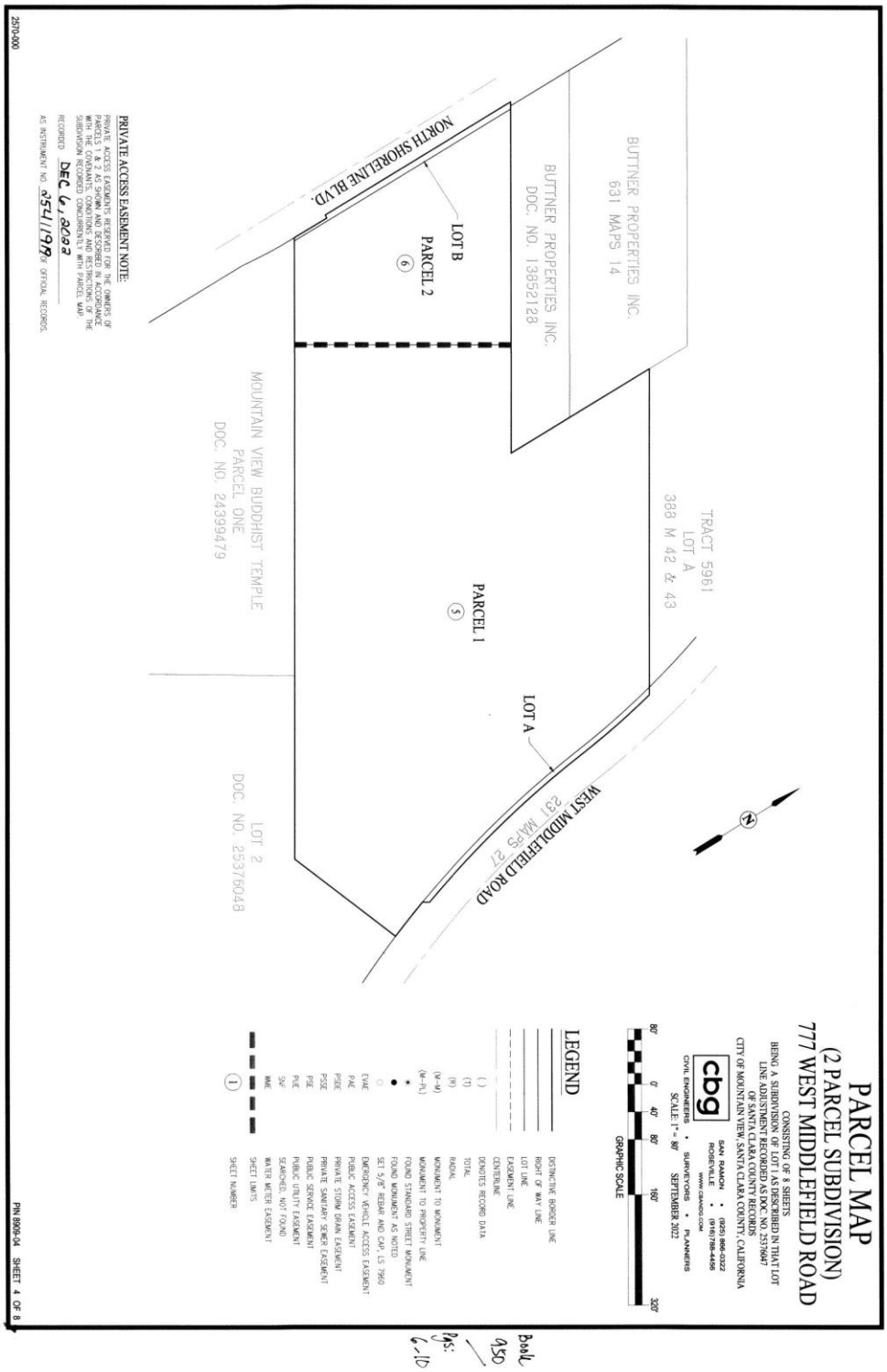

EXHIBIT A-1

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

_____
President of the Board of Trustees

Attest:

_____
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:

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 8/21/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the July 17, 2025 Special Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the July 17, 2025 Special Meeting	Backup Material	8/12/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
July 17, 2025
6:30 PM

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

Live streaming available at
youtube.com/mvwsd

(Live streaming available at www.mvwsd.org)

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

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

I. CALL TO ORDER (6:30 p.m.)

The meeting was Called to Order at 6:30 p.m.

A. Pledge

Trustee President Lambert led the Pledge of Allegiance.

B. Roll Call

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

C. Approval of Agenda

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

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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

- Steven Nelson

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 of Trustees concerning the item on the Closed Session Agenda.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:36 p.m.

A. Conference with Legal Counsel—Anticipated Litigation

1. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 Number of Potential Cases: Two (2)

IV. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 7:58 p.m.

A. Closed Session Report

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

V. FUTURE BOARD MEETING DATES

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

- Steven Nelson

A. Future Board Meeting Dates

August 10, 2025 Board Retreat
August 21, 2025
September 4, 2025
September 18, 2025

VI. ADJOURNMENT

The meeting was Adjourned at 8:01 p.m.

NOTICES FOR AUDIENCE MEMBERS

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

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

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

4. **SPECIAL ASSISTANCE FOR ENGLISH TRANSLATION/INTERPRETATION:**
The Mountain View Whisman School District is dedicated to providing access and communication for all those who desire to attend Board meetings. Anyone planning to attend a Board meeting who

requires special assistance or English translation or interpretation is asked to call the Superintendent's Office at (650) 526-3552 at least 48 hours in advance of the time and date of the meeting.

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

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

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 7/17/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

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

Live streaming available at
youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 7/17/2025

Agenda Category: Conference with Legal Counsel—Anticipated Litigation

Agenda Item Title: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 Number of Potential Cases: Two (2)

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 7/17/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
August 10, 2025 Board Retreat
August 21, 2025
September 4, 2025
September 18, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Landels Library Discard

Estimated Time:

Person Responsible: Cathy Baur, Associate Superintendent

Background:
When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations.
• Currently adopted instructional materials replace various past-adopted materials.
• The following process will be used to discard the identified instructional materials:
o Post a notice to inform parents, students, and teachers that these books are available for them to take
o Destroy or dispose

Fiscal Implication:
None.

Recommended Action:
That the Board approve of the disposal plan.

ATTACHMENTS:

Description	Type	Upload Date
Landels Discard List	Backup Material	8/12/2025

	A	B	C	D
1	**Deleted Date**	**Title**	**Author**	**Standard Number**
2	5/2/2025	Anakin's Quest	Moesta, Rebecca.	ISBN: 1-57297-136-3
3	5/2/2025	Anakin's Quest	Moesta, Rebecca.	ISBN: 1-57297-136-3
4	5/2/2025	Arcade	Gallagher, Diana G.	ISBN: 0-671-89678-4
5	5/2/2025	Army of terror	Whitman, John.	ISBN: 0-553-48455-9 (pb
6	5/2/2025	The Brain Spiders	Whitman, John.	ISBN: 0-553-48637-3 (pb
7	5/2/2025	Captive to Evil.	Watson, Jude.	ISBN: 0-590-18900-X
8	5/2/2025	Cardassian imps	Gilden, Mel.	ISBN: 0-671-51116-5
9	5/2/2025	City of the dead	Whitman, John.	ISBN: 0-553-48451-6
10	5/2/2025	Clones.	Whitman, John.	ISBN: 0-553-48641-1
11	5/2/2025	Day of honor: honor bound : honor bour	Gallagher, Diana G.	ISBN: 0-671-01452-8 (pb
12	5/2/2025	The doomsday ship.	Whitman, John.	ISBN: 0-553-48640-3
13	5/2/2025	Emergency In Escape Pod Four : Star War	Watson, Jude and Bu	ISBN: 0-590-20227-8
14	5/2/2025	The Fight for Justice.	Peel, John	ISBN: 0-590-18902-6
15	5/2/2025	Galaxy of Fear: Eaten Alive.	Whitman, John.	ISBN: 0-553-48450-8
16	5/2/2025	Galaxy of Fear: Eaten Alive.	Whitman, John.	ISBN: 0-553-48450-8
17	5/2/2025	Garfield and the Beast in the Basement.	Jim Davis.	ISBN: 0-8167-4439-4
18	5/2/2025	Garfield and the Teacher Creature	Davis, Jim	ISBN: 0-8167-4928-0
19	5/2/2025	Garfield's Pet Force : K-Niner: Dog of Doo	Teitelbaum, Michael	ISBN: 0-590-05944-0
20	5/2/2025	Garfield's Pet Force : K-Niner: Dog of Doo	Teitelbaum, Michael	ISBN: 0-590-05944-0
21	5/2/2025	Garfield's Pet Force : Menace of the Muta	Teitelbaum, Michael	ISBN: 0-590-05945-9
22	5/2/2025	Garfield's Pet Force : Pie-Rat's Revenge	Teitelbaum, Michael	ISBN: 0-590-05909-2
23	5/2/2025	Garfield's Pet Force : The Outrageous Orig	Teitelbaum, Michael	
24	5/2/2025	Garfield's Pet Force : The Outrageous Orig	Teitelbaum, Michael	
25	5/2/2025	Ghost of the Jedi	Whitman, John.	ISBN: 0-553-48454-0
26	5/2/2025	The Glove of Darth Vader	Davids, Paul.	ISBN: 0-553-15887-2
27	5/2/2025	The Golden Globe	Richardson, Nancy	ISBN: 1-57297-035-9
28	5/2/2025	The Golden Globe	Richardson, Nancy	ISBN: 1-57297-035-9
29	5/2/2025	Gypsy world	Pedersen, Ted.	ISBN: 0-671-51115-7
30	5/2/2025	Heirs of the Force	Anderson, Kevin J.	ISBN: 0-425-16949-9
31	5/2/2025	Hero for Hire.	Tauscher, Donna.	ISBN: 0-590-18901-8
32	5/2/2025	Hero for Hire.	Tauscher, Donna.	ISBN: 0-590-18901-8
33	5/2/2025	Highest score	Antilles, Kem.	ISBN: 0-671-89936-8
34	5/2/2025	Journey across planet X	Watson, Jude.	ISBN: 0-590-20228-6
35	5/2/2025	Kenobi's Blade	Moesta, Rebecca.	ISBN: 1-57297-208-4
36	5/2/2025	Kenobi's Blade	Moesta, Rebecca.	ISBN: 1-57297-208-4
37	5/2/2025	Line of fire	David, Peter (Peter A	ISBN: 0-671-87085-8 (pb
38	5/2/2025	The lost city of the Jedi	Davids, Paul.	
39	5/2/2025	The lost ones	Anderson, Kevin J.	ISBN: 0-425-16999-5
40	5/2/2025	Loyalties	Barnes-Svarney, Patr	ISBN: 0-671-55280-5
41	5/2/2025	Lyric's World	Richardson, Nancy	ISBN: 1-57297-068-5
42	5/2/2025	Lyric's World	Richardson, Nancy	ISBN: 1-57297-068-5
43	5/2/2025	Mission from Mount Yoda	Davids, Paul.	ISBN: 0-553-15890-2
44	5/2/2025	The Nightmare Machine	Whitman, John.	ISBN: 0-553-48453-2
45	5/2/2025	The pet	Gilden, Mel.	ISBN: 0-671-88352-6
46	5/2/2025	Prisoners of Peace	Peel, John, 1954-	ISBN: 0-671-88288-0
47	5/2/2025	Promises	Richardson, Nancy	ISBN: 1-57297-097-9

	A	B	C	D
48	5/2/2025	Promises	Richardson, Nancy	ISBN: 1-57297-097-9
49	5/2/2025	Prophets of the dark side	Davids, Paul.	ISBN: 0-553-15892-9
50	5/2/2025	Queen Amidala	Watson, Jude.	ISBN: 0-590-52101-2 (pb
51	5/2/2025	Queen of the empire	Davids, Paul.	ISBN: 0-553-15891-0
52	5/2/2025	The rising force	Wolverton, Dave.	ISBN: 0-590-51922-0 (pb
53	5/2/2025	The secret of the lizard people	Friedman, Michael J	ISBN: 0-671-50109-7
54	5/2/2025	Shadow academy	Anderson, Kevin J.	ISBN: 0-425-17153-1
55	5/2/2025	Shadows of the empire	Golden, Christopher	ISBN: 0-440-41303-6
56	5/2/2025	Space camp	Pedersen, Ted.	ISBN: 0-671-00730-0
57	5/2/2025	Spore.	Whitman, John.	ISBN: 0-553-48639-X
58	5/2/2025	Star Trek Deep Space Nine: Trapped in Tir	Pedersen, Ted	ISBN: 0-671-01440-4
59	5/2/2025	Star Trek The Next Generation Starfleet A	Mitchell, V.E.	ISBN: 0-671-88449-2
60	5/2/2025	Star Trek The Next Generation Starfleet A	Weiss, Bobbi JG.	ISBN: 0-671-01723-3
61	5/2/2025	Star Trek The Next Generation Starfleet A	Ferguson, Brad.	ISBN: 0-671-01432-3
62	5/2/2025	Star Wars episode 1, journal, Anakin Skyv	Strasser, Todd.	ISBN: 0-590-52093-8
63	5/2/2025	Star Wars: Young Jedi Knights; Diversity A	Anderson, Kevin J.	
64	5/2/2025	Starfall	Strickland, Brad.	ISBN: 0-671-51010-X
65	5/2/2025	Starwars: Young Jedi Knights: Jedi Under	Anderson, Kevin J.	ISBN: 0-613-52967-7 (pe
66	5/2/2025	Survival	David, Peter (Peter A	ISBN: 0-671-87086-6
67	5/2/2025	The swarm	Whitman, John.	ISBN: 0-553-48638-1 (pb
68	5/2/2025	Vader's fortress.	Moesta, Rebecca.	ISBN: 1-57297-173-8
69	5/2/2025	Vader's fortress.	Moesta, Rebecca.	ISBN: 1-57297-173-8
70	5/2/2025	Worf's First Adventure : Star Trek The Nex		ISBN: 0-671-87084-X
71	5/1/2025	Along came a spider.	Cascone, Annette.	ISBN: 0-8167-4137-9
72	5/1/2025	Among the volcanoes	Castaneda, Omar S.,	ISBN: 0-440-40746-X
73	5/1/2025	The apple and the arrow	Buff, Mary, 1890-19	ISBN: 0-590-43328-8
74	5/1/2025	The attack of the two-inch teacher	Coville, Bruce.	ISBN: 0-671-02651-8
75	5/1/2025	Back to Bataan	Charyn, Jerome.	ISBN: 0-374-30476-9
76	5/1/2025	The big wave	Buck, Pearl S.	ISBN: 0-440-84055-4
77	5/1/2025	The bloody country	Collier, James Lincol	LCCN: 75-34461
78	5/1/2025	A Blossom promise	Byars, Betsy Cromer.	ISBN: 0-440-40137-2
79	5/1/2025	The Boy Apprenticed to an Enchanter.	Colum, Padriac.	LCCN: 66-16711
80	5/1/2025	Bruce Coville's Book of Aliens II: More Tal	Coville, Bruce.	ISBN: 0-590-85293-0
81	5/1/2025	Bruce Coville's book of aliens : tales to wa	Coville, Bruce.	ISBN: 0-590-46162-1
82	5/1/2025	Caddie Woodlawn.	Brink, Carol Ryrie.	
83	5/1/2025	The city of gold and lead.	Christopher, John.	LCCN: 67-21245
84	5/1/2025	Cracker Jackson	Byars, Betsy Cromer.	ISBN: 0-14-031881-X
85	5/1/2025	Crush	Conford, Ellen.	ISBN: 0-06-025414-9
86	5/1/2025	The cuckoo sister	Alcock, Vivien.	ISBN: 0-440-40101-1 (pb
87	5/1/2025	Dartellum: stranger from a distant planet	Berry, James. R.	ISBN: 0-8027-6139-9 (tra
88	5/1/2025	Diary of a monster's son	Conford, Ellen.	ISBN: 0-316-15245-5
89	5/1/2025	Dr. Jekyll and Mr. Dog	Butcher, Nancy.	ISBN: 0-8368-2592-6 (lib
90	5/1/2025	Dreams of Victory	Conford, Ellen.	ISBN: 0-590-41276-0
91	5/1/2025	Drums at Saratoga	Banim, Lisa, 1960-	ISBN: 1-881889-20-3
92	5/1/2025	Drums at Saratoga	Banim, Lisa, 1960-	ISBN: 1-881889-20-3
93	5/1/2025	Echoes of the white giraffe	Choi, Sook Nyul	ISBN: 0-440-40970-5
94	5/1/2025	Eddie's blue winged dragon	Adler, C. S. (Carole S.	ISBN: 0-380-70768-3

	A	B	C	D
95	5/1/2025	The enormous egg	Butterworth, Oliver.	ISBN: 0-316-11920-2
96	5/1/2025	Ever ride a dinosaur?	Corbett, Scott.	ISBN: 0-03-074605-1
97	5/1/2025	The fairy rebel	Banks, Lynne Reid.	ISBN: 0-380-70650-4
98	5/1/2025	The fairy rebel	Banks, Lynne Reid.	ISBN: 0-380-70650-4
99	5/1/2025	The fairy rebel	Banks, Lynne Reid.	ISBN: 0-380-70650-4
100	5/1/2025	The farthest-away mountain	Banks, Lynne Reid,19	ISBN: 0-380-71303-9
101	5/1/2025	The farthest-away mountain	Banks, Lynne Reid,19	ISBN: 0-380-71303-9
102	5/1/2025	The farthest-away mountain	Banks, Lynne Reid,19	ISBN: 0-380-71303-9
103	5/1/2025	Fifteen.	Cleary, Beverly	ISBN: 0-06-053300-5
104	5/1/2025	Fortune's journey	Coville, Bruce.	ISBN: 0-8167-3650-2
105	5/1/2025	Frenchtown summer	Cormier, Robert.	ISBN: 0-385-32704-8
106	5/1/2025	Ghost knight	Cascone, A. G.	ISBN: 0-8167-4138-7
107	5/1/2025	A glory of unicorns	comp. by Bruce Covi	ISBN: 0-439-06628-X (pb
108	5/1/2025	Goody Sherman's pig	Christian, Mary Blou	ISBN: 0-02-718251-7
109	5/1/2025	The Great McGoniggle's gray ghost	Corbett, Scott.	ISBN: 0-316-15725-2
110	5/1/2025	Gregor the Overlander.	Collins, Suzanne	ISBN: 0-439-43537-4
111	5/1/2025	Halloween Echo.	Susan Clymer.	
112	5/1/2025	The house of wings	Byars, Betsy Cromer.	
113	5/1/2025	How come the best clues are always in th	Bailey, Linda, 1948-	ISBN: 0-590-30388-0
114	5/1/2025	I, Houdini : the amazing story of an escap	Banks, Lynne Reid, 1	ISBN: 0-380-70649-0
115	5/1/2025	I, Houdini : the amazing story of an escap	Banks, Lynne Reid, 1	ISBN: 0-380-70649-0
116	5/1/2025	I left my sneakers in dimension X	Coville, Bruce.	ISBN: 0-671-79833-2 (pb
117	5/1/2025	I Was a Sixth Grade Alien	Coville, Bruce.	ISBN: 0-671-02650-X
118	5/1/2025	Ida Early comes over the mountain	Burch, Robert, 1925	ISBN: 0-380-57091-2
119	5/1/2025	The incredible journey	Burnford, Sheila Eve	ISBN: 0-440-41324-9
120	5/1/2025	The Indian in the cupboard - Audio	Banks, Lynne Reid, 1	ISBN: 0-380-60012-9
121	5/1/2025	The Indian in the cupboard - Audio	Banks, Lynne Reid, 1	ISBN: 0-380-60012-9
122	5/1/2025	Into the land of the unicorns	Coville, Bruce.	ISBN: 0-590-45956-2 (pb
123	5/1/2025	Invasion of the appleheads.	Cascone, Annette.	ISBN: 0-8167-4136-0
124	5/1/2025	Is anybody there? : a novel	Bunting, Eve, 1928-	ISBN: 0-440-84882-2
125	5/1/2025	It came from the deep.	Cascone, Annette.	ISBN: 0-8167-4216-2
126	5/1/2025	Kneeknock Rise	Babbitt, Natalie.	ISBN: 0-440-84004-X
127	5/1/2025	A lion to guard us	Bulla, Clyde Robert.	ISBN: 0-06-440333-5
128	5/1/2025	The magic hare	Banks, Lynne Reid, 1	ISBN: 0-380-71562-7
129	5/1/2025	The monster garden	Alcock, Vivien.	ISBN: 0-440-40257-3
130	5/1/2025	Monsters.	Coville, Bruce.	ISBN: 0-590-46159-1
131	5/1/2025	My brother Sam is dead	Collier, James Lincol	ISBN: 0-590-42792-X
132	5/1/2025	The mystery of the cupboard	Banks, Lynne Reid, 1	ISBN: 0-380-72013-2
133	5/1/2025	Mystery of the plumed serpent	Brenner, Barbara.	ISBN: 0-394-82590-X (pb
134	5/1/2025	Never hit a ghost with a baseball bat	Clifford, Eth, 1915-	LCCN: 92-8347
135	5/1/2025	Nightmare on Planet X.	Cascone, Annette.	ISBN: 0-8167-4292-8
136	5/1/2025	The place of lions	Campbell, Eric (Eric I	ISBN: 0-15-200371-1
137	5/1/2025	The pool of fire.	Christopher, John.	LCCN: 68-23062
138	5/1/2025	Prairie songs	Conrad, Pam.	ISBN: 0-06-021336-1
139	5/1/2025	Revenge of the goblins.	Cascone, Annette.	ISBN: 0-8167-4139-5
140	5/1/2025	Rich and famous : the further adventures	Collier, James Lincol	ISBN: 0-7868-1519-1 (sp.
141	5/1/2025	Sara Crewe	Burnett, Frances Hod	ISBN: 0-590-42323-1

	A	B	C	D
142	5/1/2025	The secret of the indian	Banks, Lynne Reid.	ISBN: 0-440-84112-7
143	5/1/2025	Shape-changer	Brittain, Bill, 1930-	ISBN: 0-06-024238-8
144	5/1/2025	Sharing Susan : a novel	Bunting, Eve, 1928-	ISBN: 0-440-84962-4
145	5/1/2025	Skeleton man	Bruchac, Joseph, 19	ISBN: 0-06-029075-7
146	5/1/2025	Soccer Stars : On the Sides Lines.	Costello, Emily	ISBN: 0-553-48645-4
147	5/1/2025	A spy in the king's colony	Banim, Lisa, 1960-	ISBN: 1-881889-54-8
148	5/1/2025	A spy in the king's colony	Banim, Lisa, 1960-	ISBN: 1-881889-54-8
149	5/1/2025	Stonewords : a ghost story	Conrad, Pam.	ISBN: 0-06-021316-7 (lib
150	5/1/2025	Terror in tiny town.	Cascone, Annette.	ISBN: 0-8167-4135-2
151	5/1/2025	That's what friends are for.	Adorjan, Carol.	ISBN: 0-590-42454-8
152	5/1/2025	There's a frog in my sleeping bag	Clymer, Susan.	ISBN: 0-590-88026-8 (hb
153	5/1/2025	A Very Special Kwanzaa.	Chocolate, Debbi.	ISBN: 0-590-84862-3
154	5/1/2025	Villains of Volturnus.	Blashfield, Jean.	ISBN: 0-88038-023-3
155	5/1/2025	"Who was that masked man, anyway?"	Avi, 1937-	ISBN: 0-380-72113-9
156	5/1/2025	The winter hero	Collier, James Lincol	LCCN: 78-7609
157	5/1/2025	The wish giver : three tales of Coven Tree	Brittain, Bill, 1930-	ISBN: 0-590-42040-2
158	5/1/2025	Year of impossible goodbyes	Choi, Sook Nyul.	ISBN: 0-440-40759-1
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Landels Weeding Log #2 2024-2025

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1	**Deleted Date**	**Title**	**Author**	**Standard Number**	**Published**
2	6/16/2025	6th grade can really kill you	DeClements, Barthe.	ISBN: 1-55736-108-8 (lg. pr	1989
3	6/16/2025	The 18th emergency	Byars, Betsy Cromer.	ISBN: 0-14-031451-2	1981
4	6/16/2025	Abraham's battle : a novel of Getty	Banks, Sara H., 1942-	ISBN: 0-689-81779-7 (alk. p	1999
5	6/16/2025	Alexia Ellery Finsdale, San Francisc	Duey, Kathleen.	ISBN: 0-689-81620-0 (pb)	1997
6	6/16/2025	Alexia Ellery Finsdale, San Francisc	Duey, Kathleen.	ISBN: 0-689-81620-0 (pb)	1997
7	6/16/2025	Alice by accident	Banks, Lynne Reid, 1929-	ISBN: 0-380-97865-2 (alk. p	2000
8	6/16/2025	Aliens ate my homework	Coville, Bruce.	ISBN: 0-671-72712-5 (pbk.)	1993
9	6/16/2025	Aliens stole my body	Coville, Bruce.	ISBN: 0-671-79835-9	1998
10	6/16/2025	Aliens stole my body	Coville, Bruce.	ISBN: 0-671-79835-9	1998
11	6/16/2025	The almost all-white rabbity cat	De Jong, Meindert, 1910-	LCCN: 72-178599	1972
12	6/16/2025	The almost all-white rabbity cat	De Jong, Meindert, 1910-	LCCN: 72-178599	1972
13	6/16/2025	Along came a dog	De Jong, Meindert, 1910-	LCCN: 57-9265 /L/AC/r86	1958
14	6/16/2025	Amelina Carrett, Bayou Grand Coe	Duey, Kathleen.	ISBN: 0-689-82402-5	1999
15	6/16/2025	The Andalite's gift	Applegate, Katherine.	ISBN: 0-590-21304-0 (pbk.)	1997
16	6/16/2025	The Andalite's gift	Applegate, Katherine.	ISBN: 0-590-21304-0 (pbk.)	1997
17	6/16/2025	The android.	Applegate, K. A.	ISBN: 0-590-99730-0	
18	6/16/2025	Angela and Diabola	Banks, Lynne Reid, 1929-	ISBN: 0-380-79409-8	1997
19	6/16/2025	Animorphs, The Invasion.	Applegate, K. A.	ISBN: 0-590-62977-8	1996
20	6/16/2025	Anisett Lundberg : California, 185	Duey, Kathleen.	ISBN: 0-689-80386-9	1996
21	6/16/2025	Anisett Lundberg : California, 185	Duey, Kathleen.	ISBN: 0-689-80386-9	1996
22	6/16/2025	Anywhere But Here.	Dueck, Adele.	ISBN: 0-88995-147-0	1996
23	6/16/2025	The arctic patrol mystery	Dixon, Franklin W.	LCCN: 69-12164	1969
24	6/16/2025	Are you there God? It's me, Margar	Blume, Judy.	ISBN: 0-440-40419-3 (pbk.)	2004
25	6/16/2025	The arrow over the door	Bruchac, Joseph, 1942-	ISBN: 0-8037-2078-5	1998
26	6/16/2025	The attack	Applegate, Katherine.	ISBN: 0-590-76259-1 (pbk.)	1999
27	6/16/2025	The ballad of Lucy Whipple	Cushman, Karen.	ISBN: 0-395-72806-1	1996
28	6/16/2025	The ballad of Lucy Whipple	Cushman, Karen.	ISBN: 0-395-72806-1	1996
29	6/16/2025	The barn	Avi.	ISBN: 0-380-72562-2	1994
30	6/16/2025	The barn	Avi, 1937-	ISBN: 0-380-72562-2	1996
31	6/16/2025	The bears on Hemlock Mountain	Dalgliesh, Alice, 1893-	LCCN: 52-11023 /L/AC/r8	1952
32	6/16/2025	The bears on Hemlock Mountain	Dalgliesh, Alice, 1893-	LCCN: 52-11023 /L/AC/r8	1952
33	6/16/2025	Beyond the Valley of Thorns	Carman, Patrick.	ISBN: 0-439-70094-9 (hard	2005
34	6/16/2025	The BFG	Dahl, Roald.	LCCN: 85-566	1985
35	6/16/2025	The big goose and the little white	De Jong, Meindert, 1910-	LCCN: 63-15322	1963
36	6/16/2025	The bite of the gold bug : a story of	DeClements, Barthe.	ISBN: 0-670-84495-0	1992
37	6/16/2025	The Black Cauldron	Alexander, Lloyd.	ISBN: 0-440-40649-8 (pbk.	1990
38	6/16/2025	Blizzard, Estes Park, Colorado, 188	Duey, Kathleen.	ISBN: 0-689-81309-0 (pbk.)	1998
39	6/16/2025	Blork's evil twin	Coville, Bruce.	ISBN: 0-671-87038-6	1993
40	6/16/2025	The Blossoms meet the vulture lad	Byars, Betsy Cromer.	ISBN: 0-440-40677-3	1987
41	6/16/2025	Blubber	Blume, Judy.	ISBN: 0-440-40707-9 (pbk.)	2004
42	6/16/2025	Blubber	Blume, Judy.	ISBN: 0-440-40707-9 (pbk.)	2004
43	6/16/2025	Bold journey : west with Lewis and	Bohner, Charles H.	ISBN: 0-395-36691-7	1985
44	6/16/2025	The Bombay boomerang	Dixon, Franklin W.	LCCN: 70-100116	1970
45	6/16/2025	The book of three	Alexander, Lloyd.	ISBN: 0-440-40702-8	1964
46	6/16/2025	The book of three	Alexander, Lloyd.	ISBN: 0-440-40702-8	1964
47	6/16/2025	Bright April	De Angeli, Marguerite, 1889-	LCCN: 46-5341	1946

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48	6/16/2025	Bud, not Buddy	Curtis, Christopher Paul	ISBN: 0-385-32306-9	
49	6/16/2025	Caddie Woodlawn	Brink, Carol Ryrie, 1895-	ISBN: 1-55736-043-X (lg. pr	1988
50	6/16/2025	Camp Knock Knock	Duffey, Betsy.	ISBN: 0-440-41126-2	1996
51	6/16/2025	Captain Grey	Avi, 1937-	ISBN: 0-688-12233-7	2000
52	6/16/2025	The capture	Applegate, K.A.	ISBN: 0-590-62982-4 (pbk.)	1997
53	6/16/2025	Carole: the inside story.	Bryant, Bonnie.	ISBN: 0-553-48678-0	1999
54	6/16/2025	Casebook of Sherlock Holmes	Doyle, Arthur Conan, Sir, 185	LCCN: 70-2315	1968
55	6/16/2025	The castle of Llyr.	Alexander, Lloyd.	LCCN: 66-13461	1969
56	6/16/2025	The cat who wished to be a man	Alexander, Lloyd.	ISBN: 0-525-27545-2 (lib. b	1973
57	6/16/2025	Catherine, called Birdy	Cushman, Karen.	ISBN: 0-06-440584-2 (pbk.)	1995
58	6/16/2025	Center court sting	Christopher, Matt.	ISBN: 0-316-14278-6 (hard	1998
59	6/16/2025	Charlie and the chocolate factory	Dahl, Roald.	LCCN: 63-14604	1964
60	6/16/2025	Charlie and the great glass elevato	Dahl, Roald.	ISBN: 0-394-82472-5	1972
61	6/16/2025	Charlie and the great glass elevato	Dahl, Roald.	ISBN: 0-394-82472-5	1972
62	6/16/2025	Charlie and the great glass elevato	Dahl, Roald.	ISBN: 0-394-82472-5	1972
63	6/16/2025	Charlie and the great glass elevato	Dahl, Roald.	ISBN: 0-394-82472-5	1972
64	6/16/2025	Charlie Pippin	Boyd, Candy Dawson.	ISBN: 0-14-032587-5 (pbk.)	1988
65	6/16/2025	The children of Green Knowe	Boston, L. M. (Lucy Maria), 18	LCCN: 05-507608	1955
66	6/16/2025	The chocolate touch	Catling, Patrick Skene.	ISBN: 0-440-41289-7 (pbk.)	1996
67	6/16/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
68	6/16/2025	The clue in the embers	Dixon, Franklin W.	ISBN: 0-448-08935-1	1972
69	6/16/2025	The clue of the broken blade	Dixon, Franklin W.	ISBN: 0-448-08921-1	1970
70	6/16/2025	The clue of the hissing serpent	Dixon, Franklin W.	ISBN: 0-448-08953-X	1974
71	6/16/2025	The Clue of The Screeching Owl : T	Dixon, Franklin.	ISBN: 0-448-18941-0	1962
72	6/16/2025	A coal miner's bride : the diary of A	Bartoletti, Susan Campbell.	ISBN: 0-439-05386-2	2000
73	6/16/2025	Cody unplugged	Duffey, Betsy.	ISBN: 0-670-88592-4	1999
74	6/16/2025	Cody's secret admirer	Duffey, Betsy.	ISBN: 0-14-130565-7 (reg.	1998
75	6/16/2025	The Conspiracy	Applegate, K. A.	ISBN: 0-439-07031-7	
76	6/16/2025	Constance : a story of early Plymo	Clapp, Patricia.	ISBN: 0-688-10976-4	1991
77	6/16/2025	Cool as ice	Mantell, Paul.	ISBN: 0-316-13489-9	2001
78	6/16/2025	Cool as ice	Mantell, Paul.	ISBN: 0-316-13489-9	2001
79	6/16/2025	The courage of Sarah Noble	Dalgliesh, Alice, 1893-	ISBN: 0-684-12632-X	1986
80	6/16/2025	The court of the stone children.	Cameron, Eleanor, 1912-	ISBN: 0-525-28350-1	1973
81	6/16/2025	Crazy lady!	Conly, Jane Leslie.	ISBN: 0-06-021357-4	1993
82	6/16/2025	The crisscross shadow	Dixon, Franklin W.	LCCN: 69-14268	1969
83	6/16/2025	Danger on Vampire Trail	Dixon, Franklin W.	ISBN: 0-448-08950-5	1971
84	6/16/2025	Daughter of the sea	Doherty, Berlie.	ISBN: 0-7894-2469-X	1997
85	6/16/2025	Death Valley, California, 1849	Duey, Kathleen.	ISBN: 0-689-82117-4	1998
86	6/16/2025	Death Valley, California, 1849	Duey, Kathleen.	ISBN: 0-689-82117-4	1998
87	6/16/2025	Death Valley, California, 1849	Duey, Kathleen.	ISBN: 0-689-82117-4	1998
88	6/16/2025	Deenie.	Blume, Judy.	ISBN: 0-87888-061-5	1973
89	6/16/2025	The devil cat screamed	Davis, Verne T.	LCCN: 66-10249	1966
90	6/16/2025	The Devil's storybook : stories and	Babbitt, Natalie.	ISBN: 0-374-31770-4	1974
91	6/16/2025	Disappearing acts	Byars, Betsy Cromer.	ISBN: 0-14-130287-9	2000
92	6/16/2025	The discovery	Applegate, Katherine.	ISBN: 0-590-49637-9 (pbk.)	1998
93	6/16/2025	The door in the wall	De Angeli, Marguerite,1889-	ISBN: 0-440-40283-2	1990
94	6/16/2025	The door in the wall	De Angeli, Marguerite,1889-	ISBN: 0-440-40283-2	1990

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96	6/16/2025	Dr. Dredd's wagon of wonders	Brittain, Bill, 1930-	ISBN: 0-06-020713-2	1987
97	6/16/2025	The Dragonslayers	Coville, Bruce.	ISBN: 0-671-79832-4	1994
98	6/16/2025	Early Sunday morning : the Pearl H	Denenberg, Barry.	ISBN: 0-439-32874-8	2001
99	6/16/2025	Earthquake : San Francisco, 1906	Duey, Kathleen.	ISBN: 0-689-81308-2	1998
100	6/16/2025	Earthquake : San Francisco, 1906	Duey, Kathleen.	ISBN: 0-689-81308-2	1998
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102	6/16/2025	Earthquake : San Francisco, 1906	Duey, Kathleen.	ISBN: 0-689-81308-2	1998
103	6/16/2025	The Easter cat	De Jong, Meindert, 1910-	LCCN: 78-141933	1971
104	6/16/2025	Elin's Amerika.	DeAngeli, Marguerite.		1941
105	6/16/2025	Emma Eileen Grove : Mississippi 1	Duey, Kathleen.	ISBN: 0-689-80385-0	1996
106	6/16/2025	The encounter	Applegate, K A.	ISBN: 0-590-62979-4 (pbk.)	1996
107	6/16/2025	Encounter at Easton	Avi, 1937-	ISBN: 0-688-05296-7	1994
108	6/16/2025	An enemy among them	DeFord, Deborah H.	ISBN: 0-395-70108-2	1987
109	6/16/2025	Enemy in the Fort	Buckey, Sarah Masters, 1955-	ISBN: 1-58485-307-7	2001
110	6/16/2025	Everywhere	Brooks, Bruce.	ISBN: 0-590-45163-4	1992
111	6/16/2025	Fever, 1793	Anderson, Laurie Halse.	ISBN: 0-439-35675-X (pbk.)	2000
112	6/16/2025	The fighting ground	Avi, 1937-	ISBN: 0-06-440185-5	1987
113	6/16/2025	The fighting ground	Avi, 1937-	ISBN: 0-06-440185-5	1987
114	6/16/2025	Fire, Chicago, 1871	Duey, Kathleen.	ISBN: 0-689-81310-4	1998
115	6/16/2025	The flickering torch mystery	Dixon, Franklin W.	ISBN: 0-448-08922-X	1971
116	6/16/2025	Forever Begins Tomorrow : The A.I	Coville, Bruce.	ISBN: 0-671-89253-3	1995
117	6/16/2025	Forever friends	Boyd, Candy Dawson.	ISBN: 0-14-032077-6	1986
118	6/16/2025	The Forgotten.	Applegate, K.A.	ISBN: 0-590-99732-7	
119	6/16/2025	The foundling, and other tales of P	Alexander, Lloyd.	ISBN: 0-03-007431-2 (lib. b	1973
120	6/16/2025	The four donkeys	Alexander, Lloyd.	ISBN: 0-03-080213-X	1972
121	6/16/2025	The fourth grade wizards	DeClements, Barthe.	ISBN: 0-670-82290-6	1988
122	6/16/2025	Francesca Vigilucci, Washington D	Duey, Kathleen.	ISBN: 0-689-83556-6	2000
123	6/16/2025	Fudge-a-mania	Blume, Judy.	ISBN: 0-440-70695-5	1991
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125	6/16/2025	A gathering of days : a New Englan	Blos, Joan W.	ISBN: 0-689-71419-X	1990
126	6/16/2025	A gathering of days : a New Englan	Blos, Joan W.	ISBN: 0-684-16340-3	1979
127	6/16/2025	A gathering of days : a New Englan	Blos, Joan W.	ISBN: 0-684-16340-3	1979
128	6/16/2025	George's marvelous medicine	Dahl, Roald.	ISBN: 0-394-84600-1	1982
129	6/16/2025	Ghost brother	Adler, C. S. (Carole S.)	ISBN: 0-380-71386-1	1992
130	6/16/2025	The ghost from beneath the sea	Brittain, Bill, 1930-	ISBN: 0-06-020827-9	1994
131	6/16/2025	The ghost in the big brass bed	Coville, Bruce.	ISBN: 0-553-15827-9 (pbk.)	1991
132	6/16/2025	The ghost wore gray	Coville, Bruce.	ISBN: 0-553-15610-1	2001
133	6/16/2025	Goblins in the castle	Coville, Bruce.	ISBN: 0-671-72711-7	1992
134	6/16/2025	Goblins in the castle	Coville, Bruce.	ISBN: 0-671-72711-7	1992
135	6/16/2025	Going through the gate	Anderson, Janet, 1946-	ISBN: 0-14-130698-X	2000
136	6/16/2025	Good-bye Pink Pig	Adler, C.S.	ISBN: 0-380-70175-8	1986
137	6/16/2025	The good dog	Avi, 1937-	ISBN: 978-0-689-83824-8 (	2001
138	6/16/2025	Hans Brinker : or, The silver skates	Dodge, Mary Mapes.	ISBN: 0-8125-3342-9 (pbk.)	1993
139	6/16/2025	Hans Brinker : or, The silver skates	Dodge, Mary (Mapes), 1830-1	LCCN: 76-79992	1969
140	6/16/2025	Harry the poisonous centipede : a	Banks, Lynne Reid, 1929-	ISBN: 0-688-14711-9	1997
141	6/16/2025	Harry the poisonous centipede : a	Banks, Lynne Reid, 1929-	ISBN: 0-688-14711-9	1997

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144	6/16/2025	Here's to you, Rachel Robinson	Blume, Judy.	ISBN: 0-440-40946-2	1994
145	6/16/2025	The high king.	Alexander, Lloyd.	ISBN: 0-440-93574-1	1980
146	6/16/2025	The hooded hawk mystery	Dixon, Franklin W.	ISBN: 0-448-08934-3	1971
147	6/16/2025	A horse came running	De Jong, Meindert, 1910-	LCCN: 71-99119	1970
148	6/16/2025	Horse crazy	Bryant, Bonnie.	ISBN: 0-553-48402-8	1996
149	6/16/2025	Horse shy	Bryant, Bonnie.	ISBN: 0-553-48403-6	1996
150	6/16/2025	Horse spy	Bryant, Bonnie.	ISBN: 0-553-48698-5	2000
151	6/16/2025	The house of sixty fathers	De Jong, Meindert, 1910-	LCCN: 56-8148 /L/AC/r85	1956
152	6/16/2025	How to be cool in the third grade	Duffey, Betsy.	ISBN: 0-670-84798-4	1993
153	6/16/2025	Hurry Home, Candy.	De Jong, Meindert.	LCCN: 05-308536	1953
154	6/16/2025	I, Houdini : the amazing story of ar	Banks, Lynne Reid, 1929-	ISBN: 0-380-70649-0	1989
155	6/16/2025	Iggie's house	Blume, Judy.	ISBN: 0-440-44062-9 (pbk.	1986
156	6/16/2025	The Illusion.	Applegate, K.A.	ISBN: 0-439-07033-3	
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159	6/16/2025	Infield hit	Dygard, Thomas J.	ISBN: 0-688-14037-8	1995
160	6/16/2025	It's not the end of the world	Blume, Judy.	ISBN: 0-87888-042-9 (lib. b	1972
161	6/16/2025	Jeremy Thatcher, dragon hatcher :	Coville, Bruce.	ISBN: 0-15-200748-2	1991
162	6/16/2025	The journal of Ben Uchida, citizen	Denenberg, Barry.	ISBN: 0-590-48531-8	1999
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164	6/16/2025	The journal of C.J. Jackson : a Dust	Durbin, William, 1951-	ISBN: 0-439-15306-9	2002
165	6/16/2025	The journal of Sean Sullivan : a Tra	Durbin, William, 1951-	ISBN: 0-439-04994-6	1999
166	6/16/2025	The journal of William Thomas Em	Denenberg, Barry.	ISBN: 0-590-31350-9	1998
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168	6/16/2025	The journal of William Thomas Em	Denenberg, Barry.	ISBN: 0-590-31350-9	1998
169	6/16/2025	Journey to nowhere	Auch, Mary Jane.	ISBN: 0-440-41491-1	1998
170	6/16/2025	Just as long as we're together	Blume, Judy.	ISBN: 0-440-70013-2 (pbk)	1988
171	6/16/2025	Katie kicks off	Davis, Kathryn Gibbs.	ISBN: 0-553-48079-0	1994
172	6/16/2025	The key to the Indian	Banks, Lynne Reid, 1929-	ISBN: 0-380-97717-6 (hard	1998
173	6/16/2025	Land of the buffalo bones : the dia	Bauer, Marion Dane.	ISBN: 0-439-22027-0	2003
174	6/16/2025	The Last Little Cat	DeJong, Meindert.	LCCN: 61-5765	1961
175	6/16/2025	The lion in the box	De Angeli, Marguerite, 1889-	ISBN: 0-385-03317-6	1975
176	6/16/2025	Lisa: the inside story.	Bryant, Bonnie.	ISBN: 0-553-48676-4	1999
177	6/16/2025	Little League amigo.	Bishop, Curtis Kent, 1912-	LCCN: 64-13809	1964
178	6/16/2025	Little witch	Bennett, Anna Elizabeth.	LCCN: 52-13721 /L/AC/r8	1953
179	6/16/2025	Little witch	Bennett, Anna Elizabeth.	LCCN: 52-13721 /L/AC/r8	1953
180	6/16/2025	Locked in time	Duncan, Lois, 1934-	ISBN: 0-440-94942-4	1985
181	6/16/2025	Lucky horse.	Bryant, Bonnie.	ISBN: 0-553-48675-6	1999
182	6/16/2025	The magic finger	Dahl, Roald.	ISBN: 0-590-13205-9	1966
183	6/16/2025	The man who was Poe	Avi, 1937-	ISBN: 0-380-73022-7	1997
184	6/16/2025	Mary Alice Peale, Philadelphia, 17	Duey, Kathleen.	ISBN: 0-689-80387-7 (pbk.	1996
185	6/16/2025	Mary Alice Peale, Philadelphia, 17	Duey, Kathleen.	ISBN: 0-689-80387-7 (pbk.	1996
186	6/16/2025	The masked monkey	Dixon, Franklin W.	ISBN: 0-448-08951-3	1972
187	6/16/2025	McMummy.	Byars, Betsy.	ISBN: 0-670-84995-2	1993
188	6/16/2025	Medical mysteries	Buchman, Dian Dincin.	ISBN: 0-590-43468-3	1992

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190	6/16/2025	The message	Applegate, K.A.	ISBN: 0-590-62980-8 (pbk.)	1996
191	6/16/2025	The Midnight Fox.	Byars, Betsy.	ISBN: 0-590-32874-3	
192	6/16/2025	The midwife's apprentice / LIT Circ	Cushman, Karen.	ISBN: 0-395-69229-6	1995
193	6/16/2025	Miss Hickory	Bailey, Carolyn Sherwin.	ISBN: 0-14-030956-X (pbk.)	1977
194	6/16/2025	Miss Hickory	Bailey, Carolyn Sherwin, 187	LCCN: 77-1997	1974
195	6/16/2025	Molly Moon's incredible book of h	Byng, Georgia.	ISBN: 0-06-051406-X	
196	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
197	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
198	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
199	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
200	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
201	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
202	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
203	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
204	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
205	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
206	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
207	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
208	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
209	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
210	6/16/2025	Molly's Pilgrim	Cohen, Barbara.	ISBN: 0-688-02104-2 (lib. b	1983
211	6/16/2025	Monster of The Year.	Coville, Bruce.	ISBN: 0-671-73147-5	1989
212	6/16/2025	Monster of The Year.	Coville, Bruce.	ISBN: 0-671-73147-5	1989
213	6/16/2025	The monster's ring	Coville, Bruce.	ISBN: 0-671-69389-1 (pbk.)	1987
214	6/16/2025	Morning Girl	Dorris, Michael.	ISBN: 1-56282-661-1	1994
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216	6/16/2025	Morning Girl	Dorris, Michael.	ISBN: 1-56282-661-1	1994
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218	6/16/2025	Mr. Popper's Penguins	Atwater, Richard and Florenc	ISBN: 0-440-45934-6	
219	6/16/2025	My teacher fried my brains	Coville, Bruce.	ISBN: 0-671-72710-9	1991
220	6/16/2025	My teacher glows in the dark	Coville, Bruce.	ISBN: 0-671-72709-5	1991
221	6/16/2025	My teacher is an alien	Coville, Bruce.	ISBN: 0-671-73729-5	1989
222	6/16/2025	My teacher is an alien	Coville, Bruce.	ISBN: 0-671-73729-5	1989
223	6/16/2025	The mysterious caravan	Dixon, Franklin W.	ISBN: 0-448-08954-8	1975
224	6/16/2025	The Mystery of The Chinese Junk :	Dixon, Franklin.		1960
225	6/16/2025	The mystery of the cupboard	Banks, Lynne Reid, 1929-	ISBN: 0-380-72013-2	1993
226	6/16/2025	Mystery of the desert giant.	Dixon, Franklin W.	ISBN: 0-448-08940-8	
227	6/16/2025	Mystery of the flying express	Dixon, Franklin W.	ISBN: 0-448-08920-3	1970
228	6/16/2025	The mystery of the spiral bridge	Dixon, Franklin W.	ISBN: 0-448-08945-9	1966
229	6/16/2025	Mystery of the whale tattoo	Dixon, Franklin W.	LCCN: 68-12750	1968
230	6/16/2025	Nasty stinky sneakers	Bunting, Eve, 1928-	ISBN: 0-06-024236-1	1994
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232	6/16/2025	Navajo Long Walk.	Armstrong, Nancy M.	ISBN: 0-590-99831-5	1994
233	6/16/2025	Nell Dunne, Ellis Island, 1904.	Duey, Kathleen.	ISBN: 0-689-83555-8	2000
234	6/16/2025	No more magic	Avi, 1937-	ISBN: 0-394-83084-9 (.)	1975
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237	6/16/2025	Nothing but the truth : a documer	Avi, 1937-	ISBN: 0-380-71907-X	1993
238	6/16/2025	Nothing's fair in fifth grade	DeClements, Barthe.	ISBN: 0-14-034443-8	1990
239	6/16/2025	Only Jody	Delton, Judy.	ISBN: 0-440-46678-4	1982
240	6/16/2025	Operation Sherlock : The A.I. Gang	Coville, Bruce.	ISBN: 0-671-89249-5	1995
241	6/16/2025	Otherwise known as Sheila the Gre	Blume, Judy.	ISBN: 0-440-46701-2	1986
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243	6/16/2025	Penalty shot	Christopher, Matt.	ISBN: 0-316-13787-1	1997
244	6/16/2025	Perloo the bold	Avi, 1937-	ISBN: 0-590-11002-0 (hard	1998
245	6/16/2025	The phantom freighter	Dixon, Franklin W.	ISBN: 0-448-08926-2	1970
246	6/16/2025	Prairie school	Avi.	ISBN: 0-06-027664-9	2001
247	6/16/2025	Prairie school	Avi.	ISBN: 0-06-027664-9	2001
248	6/16/2025	P.S. longer letter later	Danziger, Paula, 1944-	ISBN: 0-590-21311-3	1999
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250	6/16/2025	Rabbits Rafferty	Dumas, Gerald.	LCCN: 68-15715	1968
251	6/16/2025	Racso and the rats of NIMH	Conly, Jane Leslie.	ISBN: 0-06-021361-2	1986
252	6/16/2025	Racso and the rats of NIMH	Conly, Jane Leslie.	ISBN: 0-06-021361-2	1986
253	6/16/2025	Ragweed	Avi, 1937-	ISBN: 0-380-97690-0 (hc. :	1999
254	6/16/2025	The return of the Indian	Banks, Lynne Reid,1929-	ISBN: 0-385-23497-X	1986
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256	6/16/2025	The Road to Freedom.	Asim,Jabari.	ISBN: 0-7696-3432-X	2004
257	6/16/2025	Romeo and Juliet--together (and a	Avi,1937-	ISBN: 0-380-70525-7	1988
258	6/16/2025	Rosa Moreno, Hollywood, Californ	Duey, Kathleen.	ISBN: 0-689-83126-9	1999
259	6/16/2025	RT, Margaret, and the rats of NIMH	Conly, Jane Leslie.	ISBN: 0-06-021363-9	1990
260	6/16/2025	RT, Margaret, and the rats of NIMH	Conly, Jane Leslie.	ISBN: 0-06-021363-9	1990
261	6/16/2025	Samuel's choice	Berleth, Richard J.	ISBN: 0-8075-7218-7	1990
262	6/16/2025	Sarah Anne Hartford : Massachuse	Duey, Kathleen.	ISBN: 0-689-80384-2	1996
263	6/16/2025	Sarah Anne Hartford : Massachuse	Duey, Kathleen.	ISBN: 0-689-80384-2	1996
264	6/16/2025	The search for happily ever after	Baehr, Patricia Goehner.	ISBN: 0-8167-3658-8	1995
265	6/16/2025	The Search For Snout	Coville, Bruce.	ISBN: 0-671-79834-0	
266	6/16/2025	The secret agent on flight 101	Dixon, Franklin W.	LCCN: 67-10521	1967
267	6/16/2025	The secret of Pirates' Hill	Dixon, Franklin W.	ISBN: 0-448-08936-X	1972
268	6/16/2025	The secret of the indian	Banks, Lynne Reid.	ISBN: 0-440-84112-7	1989
269	6/16/2025	The secret of the indian	Banks, Lynne Reid.	ISBN: 0-440-84112-7	1989
270	6/16/2025	The secret of the lost tunnel	Dixon, Franklin W.	LCCN: 68-24655	1968
271	6/16/2025	The secret panel	Dixon, Franklin W.	LCCN: 74-86693	1969
272	6/16/2025	The secret school	Avi, 1937-	ISBN: 0-15-216375-1	2001
273	6/16/2025	The secret school	Avi, 1937-	ISBN: 0-15-216375-1	2001
274	6/16/2025	Shadrach	De Jong, Meindert,1910-	ISBN: 0-06-440115-4	1980
275	6/16/2025	Shape-changer	Brittain, Bill, 1930-	ISBN: 0-06-024238-8	1994
276	6/16/2025	The Shattered Helmet	Dixon, Franklin.		
277	6/16/2025	The short-wave mystery	Dixon, Franklin W.	LCCN: 45-1618 //r90	1945
278	6/16/2025	Show judge	Bryant, Bonnie.	ISBN: 0-553-48699-3	2000
279	6/16/2025	The Sickness	Applegate, K A.	ISBN: 0-590-76262-1 (pbk.	1999
280	6/16/2025	Sidesaddle.	Bryant, Bonnie.	ISBN: 0-553-48673-X	1999
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282	6/16/2025	The skull of truth	Coville, Bruce.	ISBN: 0-15-275457-1	1997

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284	6/16/2025	Some of my best friends are monst	Coville, Bruce.	ISBN: 0-671-70652-7	1988
285	6/16/2025	Something upstairs : a tale of ghos	Avi.	ISBN: 0-380-70853-1	1988
286	6/16/2025	The song of the Wanderer	Coville, Bruce.	ISBN: 0-590-45953-8	1999
287	6/16/2025	S.O.R. losers	Avi,1937-	ISBN: 0-380-69993-1	1986
288	6/16/2025	Sour Land	Armstrong, William H.	ISBN: 0-590-47097-3	1971
289	6/16/2025	Space brat	Coville, Bruce.	ISBN: 0-671-87059-9	1992
290	6/16/2025	Space Brat 4 : planet of the dips	Coville, Bruce.	ISBN: 0-671-50092-9 (pbk.)	1995
291	6/16/2025	Space brat 5 : the saber-toothed p	Coville, Bruce.	ISBN: 0-671-00870-6	1997
292	6/16/2025	Spotlight on Cody	Duffey, Betsy.	ISBN: 0-14-130987-3 (reg. b	1998
293	6/16/2025	Squashed	Bauer, Joan, 1951-	ISBN: 0-440-21912-4	1994
294	6/16/2025	Stand tall	Bauer, Joan.	ISBN: 0-14-240148-X	2002
295	6/16/2025	Starring Sally J. Freedman as herse	Blume, Judy.	ISBN: 0-87888-113-1	1977
296	6/16/2025	Starting school with an enemy	Carbone, Elisa Lynn.	ISBN: 0-679-88639-7	1998
297	6/16/2025	Stevie, the inside story	Bryant, Bonnie.	ISBN: 0-553-48674-8 (pbk.)	1999
298	6/16/2025	A stranger at Green Knowe	Boston, L. M. (Lucy Maria), 18	LCCN: 61-10108	1961
299	6/16/2025	A string in the harp	Bond, Nancy.	ISBN: 0-689-80445-8 (Alad	1996
300	6/16/2025	Summer MacCleary, Virginia, 174	Duey, Kathleen.	ISBN: 0-689-81623-5	1998
301	6/16/2025	The summer of the swans	Byars, Betsy Cromer.	ISBN: 0-380-00098-9	1974
302	6/16/2025	The summer of the swans	Byars, Betsy Cromer.	ISBN: 0-670-68190-3	1970
303	6/16/2025	The summer of the swans	Byars, Betsy Cromer.	ISBN: 1-55736-030-8 (lg. pr	1988
304	6/16/2025	Superfudge	Blume, Judy.	ISBN: 0-440-48433-2	1991
305	6/16/2025	Tales of a fourth grade nothing	Blume, Judy.	ISBN: 0-440-48474-X	1991
306	6/16/2025	The tales of Olga da Polga	Bond, Michael.	LCCN: 72-89048	1971
307	6/16/2025	Tangerine	Bloor, Edward, 1950-	ISBN: 0-590-43277-X	1998
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310	6/16/2025	Thee, Hannah!	DeAngeli, Marguerite.		1940
311	6/16/2025	The thief and the beanstalk	Catanese, P.W.	ISBN: 0-689-87173-2	2005
312	6/16/2025	Toliver's Secret	Brady, Esther Wood, 1905-	ISBN: 0-679-84804-5	1993
313	6/16/2025	Tornado	Byars, Betsy Cromer.	ISBN: 0-06-026452-7	1996
314	6/16/2025	Train wreck, Kansas, 1892	Duey, Kathleen.	ISBN: 0-689-82543-9 (pbk.)	1999
315	6/16/2025	The true confessions of Charlotte D	Avi.	ISBN: 0-380-71475-2	1992
316	6/16/2025	Tuck everlasting	Babbitt, Natalie.	LCCN: 75-33306	1990
317	6/16/2025	The twenty-one balloons	Du Bois, William Pene, 1916-	ISBN: 0-14-032097-0	1986
318	6/16/2025	The twenty-one balloons	Du Bois, William Pene, 1916-	LCCN: 47-2533	1947
319	6/16/2025	Upside-down cake	Carrick, Carol.	ISBN: 0-395-84151-8	1999
320	6/16/2025	The Viking symbol mystery.	Dixon, Franklin W.	LCCN: 63-1130	1963
321	6/16/2025	Virtual Cody	Duffey, Betsy.	ISBN: 0-670-87470-1 (hard	1997
322	6/16/2025	The visitor	Applegate, K.A.	ISBN: 0-590-62978-6 (pbk.)	1996
323	6/16/2025	The wailing siren mystery	Dixon, Franklin W.	LCCN: 68-29946	1968
324	6/16/2025	The Watsons go to Birmingham--1	Curtis, Christopher Paul.	ISBN: 0-385-32175-9	1995
325	6/16/2025	Well Wished.	Billingsley, Franny.	ISBN: 0-689-83255-9	
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327	6/16/2025	The wheel on the school	De Jong, Meindert, 1910-	LCCN: 54-8945 /L	1954
328	6/16/2025	The wheel on the school	De Jong, Meindert, 1910-	LCCN: 54-8945 /L	1954
329	6/16/2025	The wheel on the school	De Jong, Meindert, 1910-	LCCN: 54-8945 /L	1954

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331	6/16/2025	Where angels glide at dawn : new	edited by Lori M. Carlson and	ISBN: 0-397-32424-3	1990
332	6/16/2025	White Bird	Bulla, Clyde Robert.	LCCN: 66-7285 ;AC66105	1966
333	6/16/2025	Who needs a Bear?	Dillon, Barbara.	ISBN: 0-688-00445-8	1981
334	6/16/2025	Willow Chase, Kansas Territory, 18	Duey, Kathleen.	ISBN: 0-689-81355-4 (pbk.)	1997
335	6/16/2025	Windcatcher	Avi, 1937-	ISBN: 0-380-71805-7	1992
336	6/16/2025	Wings	Brittain, Bill.	ISBN: 0-06-020649-7 (lib. b	1991
337	6/16/2025	The wish giver : three tales of Cove	Brittain, Bill, 1930-	ISBN: 0-06-020686-1	1983
338	6/16/2025	The witches	Dahl, Roald.	ISBN: 0-14-031730-9 (pbk.)	1985
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342	6/16/2025	The wizard in the tree	Alexander, Lloyd.	ISBN: 0-525-43128-4	1975
343	6/16/2025	The Wizard of Oz	Baum, L. Frank (Lyman Frank)	ISBN: 0-590-44089-6	1958
344	6/16/2025	Wonder Kid Meets the Evil Lunch	Duncan, Lois, 1934-	ISBN: 0-316-19561-8	1988
345	6/16/2025	The wonderful story of Henry Suga	Dahl, Roald.	ISBN: 0-394-83604-9 (.)	1977
346	6/16/2025	Wrango	Burks, Brian.	ISBN: 0-15-201815-8	1999
347	6/16/2025	The Wrath of Squat	Coville, Bruce.	ISBN: 0-671-86844-6	1994
348	6/16/2025	Wuthering Heights	Bronte, Emily.	ISBN: 0-439-22891-3	2001
349	6/16/2025	The yellow feather mystery	Dixon, Franklin W.	ISBN: 0-448-08933-5	1971
350	6/13/2025	6th grade can really kill you	DeClements, Barthe.	ISBN: 1-55736-108-8 (lg. pr	1989
351	6/13/2025	The 13th floor : a ghost story	Fleischman, Sid, 1920-	ISBN: 0-440-41243-9	1997
352	6/13/2025	Almost famous	Getz, David.	ISBN: 0-8050-3464-1	1994
353	6/13/2025	The avion my uncle flew	Fisher, Cyrus, 1904-	ISBN: 0-590-46242-3	1974
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355	6/13/2025	Backfield challenge.	Gault, William Campbell.	LCCN: 67-14903	1967
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357	6/13/2025	Ballet for Drina.	Estoril, Jean.		1988
358	6/13/2025	Because of Winn-Dixie	DiCamillo, Kate.	ISBN: 0-7636-2558-2	2000
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361	6/13/2025	Black suits from outer space	DeWeese, Gene.	ISBN: 0-440-40196-8	1985
362	6/13/2025	Bloomability.	Creech, Sharon.	ISBN: 0-439-10476-9	
363	6/13/2025	Blue willow	Gates, Doris, 1901-	ISBN: 0-590-41268-X	1940
364	6/13/2025	Bruce Coville's Book of Magic : Tal	Coville, Bruce.	ISBN: 0-590-25931-8	
365	6/13/2025	By the Great Horn Spoon!	Fleischman, Sid.	ISBN: 978-0-606-03741-9 (	1963
366	6/13/2025	Calico bush	Field, Rachel, 1894-1942.	ISBN: 0-02-734620-X	1966
367	6/13/2025	Catherine, called Birdy	Cushman, Karen.	ISBN: 0-06-440584-2 (pbk.)	1995
368	6/13/2025	Charlie and the chocolate factory	Dahl, Roald.	LCCN: 63-14604	1964
369	6/13/2025	Charlie and the chocolate factory	Dahl, Roald.	LCCN: 63-14604	1964
370	6/13/2025	Charlie and the great glass elevato	Dahl, Roald.	ISBN: 0-394-82472-5	1972
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372	6/13/2025	Charlotte sometimes	Farmer, Penelope, 1939-	LCCN: 69-13773	1987
373	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
374	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
375	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
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377	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
378	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
379	6/13/2025	A Christmas Carol	Dickens, Charles.	LCCN: 06-314837	1963
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382	6/13/2025	The courage of Sarah Noble	Dalgliesh, Alice, 1893-	ISBN: 0-684-12632-X	1986
383	6/13/2025	The courage of Sarah Noble	Dalgliesh, Alice, 1893-	ISBN: 0-684-12632-X	1986
384	6/13/2025	The Day the Fifth Grade Disappear	Fields, Terri.	ISBN: 0-590-45403-X	1992
385	6/13/2025	Do you know me	Farmer, Nancy, 1941-	ISBN: 0-531-08624-0 (lib. b	1993
386	6/13/2025	The door in the wall	De Angeli, Marguerite,1889-	ISBN: 0-440-40283-2	1990
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389	6/13/2025	Drina's Dancing Year.	Estoril, jean.	ISBN: 0-590-42192-1	1989
390	6/13/2025	The Ear, the Eye, and the Arm	Farmer, Nancy.	ISBN: 0-14-037641-0	1994
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392	6/13/2025	Earth to Matthew	Danziger, Paula,1944-	ISBN: 0-440-40733-8	1992
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394	6/13/2025	Fantastic Mr. Fox	Dahl, Roald.	ISBN: 0-14-130113-9	1998
395	6/13/2025	Fast-talking dolphin	Davidson, Carson.	ISBN: 0-590-42513-7	1978
396	6/13/2025	Fifth-Grade Frankenstein.	Fields, Terri.	ISBN: 0-590-62368-0	1996
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398	6/13/2025	Five finger discount	DeClements, Barthe.	ISBN: 0-440-40321-9	1989
399	6/13/2025	Flat on my face.	First, Julia.	ISBN: 0-13-322206-3	1974
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401	6/13/2025	Flight of the Dragon Kyn	Fletcher, Susan, 1951-	ISBN: 0-689-31880-4	1993
402	6/13/2025	The fourth grade wizards	DeClements, Barthe.	ISBN: 0-670-82290-6	1988
403	6/13/2025	Ginger Pye	Estes, Eleanor, 1906-	ISBN: 0-15-202499-9 (hard	2000
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407	6/13/2025	Graven images :3 stories	Fleischman, Paul.	ISBN: 0-590-43196-X (pbk.	1982
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409	6/13/2025	Guests	Dorris, Michael.	ISBN: 0-7868-0047-X (trade	1994
410	6/13/2025	Guests	Dorris, Michael.	ISBN: 0-7868-1108-0 (pbk.	1996
411	6/13/2025	The Hardy boys ghost stories	Dixon, Franklin W.	ISBN: 0-671-69133-3 (pbk.	1984
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414	6/13/2025	Hold Zero !	George, Jean Craighead.	LCCN: 66-10058	
415	6/13/2025	How to find a ghost	Deem, James M.	ISBN: 0-380-70829-9	1988
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418	6/13/2025	Incident at Hawk's Hill	Eckert, Allan W.	ISBN: 0-553-26696-9	1987
419	6/13/2025	Johnny Tremain : a novel for old &	Forbes, Esther.	ISBN: 0-440-44250-8	1987
420	6/13/2025	Julie of the wolves	George, Jean Craighead, 1919	ISBN: 0-06-021943-2	1997
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428	6/13/2025	Matilda	Dahl, Roald.	ISBN: 0-14-034294-X (pbk.)	1990
429	6/13/2025	Matilda	Dahl, Roald.	ISBN: 0-14-034294-X (pbk.)	1990
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431	6/13/2025	The midwife's apprentice / LIT Circ	Cushman, Karen.	ISBN: 0-395-69229-6	1995
432	6/13/2025	More adventures of the Great Brai	Fitzgerald, John Dennis.	ISBN: 0-8037-2591-4	1969
433	6/13/2025	Morning Girl	Dorris, Michael.	ISBN: 1-56282-661-1	1994
434	6/13/2025	My side of the mountain	George, Jean Craighead, 1919	ISBN: 0-590-43160-9	1959
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436	6/13/2025	Nothing's fair in fifth grade	DeClements, Barthe.	ISBN: 0-14-034443-8	1990
437	6/13/2025	The oval playground.	Gault, William Campbell.	LCCN: 68-24721	1968
438	6/13/2025	Path of the pale horse	Fleischman, Paul.	ISBN: 0-06-021904-1	1983
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440	6/13/2025	The power twins	Follett, Ken.	ISBN: 0-590-42507-2	1991
441	6/13/2025	The practical joke war	Ferguson, Alane.	ISBN: 0-380-71721-2	1991
442	6/13/2025	Return to Gone-away	Enright, Elizabeth, 1909-196	ISBN: 0-15-266376-2 (pbk.)	1987
443	6/13/2025	Ride of courage : the story of a spir	Felder, Deborah G.	LCCN: 96-164230	1996
444	6/13/2025	Robinson Crusoe.	Defoe, Daniel, 1661?-1731.	LCCN: 64-15719 //r963	1946
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446	6/13/2025	The Saturdays	Enright, Elizabeth, 1909-196	ISBN: 0-8050-0291-X	1969
447	6/13/2025	The Saturdays	Enright, Elizabeth, 1909-196	ISBN: 0-8050-0291-X	1969
448	6/13/2025	The Saturdays	Enright, Elizabeth, 1909-196	ISBN: 0-8050-0291-X	1969
449	6/13/2025	Saturnalia.	Fleischman, Paul.	ISBN: 0-06-021913-0 (lib. b	1990
450	6/13/2025	Sees Behind Trees	Dorris, Michael.	ISBN: 0-7868-0224-3 (trade	1996
451	6/13/2025	Ship of secrets	Dixon, Franklin W.,	ISBN: 978-1-44249045-1 (p	2014
452	6/13/2025	The Silver Pencil	Dalgliesh, Alice.	ISBN: 0-14-034792-5	1991
453	6/13/2025	Spiderweb for two : a Melendy ma	Enright, Elizabeth, 1909-196	LCCN: 51-13712	1951
454	6/13/2025	Sport	Fitzhugh, Louise.	ISBN: 0-440-48221-6	1979
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456	6/13/2025	Stubborn Sam.	Gault, William Campbell.	LCCN: 69-13361	1969
457	6/13/2025	The summer of the falcon	George, Jean Craighead.	ISBN: 0-690-79269-7	1962
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459	6/13/2025	Twister : the science of tornadoes	Davidson, Keay.	ISBN: 0-671-00396-8	1996
460	6/13/2025	The twits	Dahl, Roald.	ISBN: 0-14-130107-4	1998
461	6/13/2025	Understood Betsy	Fisher, Dorothy Canfield, 187	ISBN: 0-87451-920-9	1999
462	6/13/2025	Wake me at midnight	DeClements, Barthe.	ISBN: 0-590-45444-7	1991
463	6/13/2025	Walter, the lazy mouse	Flack, Marjorie, 1897-1958.	ISBN: 0-385-01078-8	1963
464	6/13/2025	Watchers Space.	Etchemendy, Nancy	LCCN: 79-55575	1980
465	6/13/2025	The wheel on the school	De Jong, Meindert, 1910-	LCCN: 54-8945 /L	1954
466	6/13/2025	The whipping boy	Fleischman, Sid, 1920-	ISBN: 0-8167-1038-4 (0439	1987
467	6/13/2025	The wonderful story of Henry Suga	Dahl, Roald.	LCCN: 00-269760	2000
468	6/13/2025	Yolonda's genius	Fenner, Carol.	ISBN: 0-590-98859-X	1996
469	6/13/2025	Zucchini	Dana, Barbara.	ISBN: 0-553-15285-8 (pbk.)	1982
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474	6/12/2025	Across the wide and lonesome pra	Gregory, Kristiana.	ISBN: 0-590-22651-7 (alk. p	1997
475	6/12/2025	Adam of the Road	Gray, Elizabeth Janet.	ISBN: 0-590-33983-4	1970
476	6/12/2025	Adrift in Space, and other stories	Foreword by Isaac Asimov. Ill	ISBN: 0-8225-0951-2	1974
477	6/12/2025	April morning : a novel.	Fast, Howard, 1914-	ISBN: 0-553-27322-1	1961
478	6/12/2025	Back to Paul Revere : Travelers Thr	Gormley, Beatrice.	ISBN: 0-590-46227-X	1994
479	6/12/2025	Back to the Titanic!	Gormley, Beatrice.	ISBN: 0-590-46226-1	
480	6/12/2025	Bandit's moon	Fleischman, Sid, 1920-	ISBN: 0-440-41586-1	2000
481	6/12/2025	The beast in Ms. Rooney's room	Giff, Patricia Reilly.	ISBN: 0-440-40485-1 (pbk.)	1984
482	6/12/2025	Behind the magic line	Erwin, Betty K.	LCCN: 69-10658	1969
483	6/12/2025	Big black horse	Farley, Walter, 1915-	LCCN: 53-6288 /L/AC/r85	1953
484	6/12/2025	Big Ride.	Erskine,Dorthy Ward.	LCCN: 05-806605	1958
485	6/12/2025	The birchbark house	Erdrich, Louise.	ISBN: 0-7868-0300-2	1999
486	6/12/2025	The birchbark house	Erdrich, Louise.	ISBN: 0-7868-0300-2	1999
487	6/12/2025	The black stallion	Farley, Walter, 1915-	LCCN: 41-21882	1941
488	6/12/2025	The black stallion and the girl	Farley, Walter.	ISBN: 0-394-92145-3 (Libra	1971
489	6/12/2025	The black stallion challenged!	Farley, Walter, 1915-	LCCN: 64-15094	1964
490	6/12/2025	The black stallion returns	Farley, Walter, 1915-	LCCN: 45-8763	1945
491	6/12/2025	The black stallion's courage.	Farley, Walter, 1915-	LCCN: 56-5471 /L/AC/r85	1956
492	6/12/2025	The black stallion's ghost	Farley, Walter, 1915-	ISBN: 0-679-86950-6	1997
493	6/12/2025	The black stallion's ghost	Farley, Walter, 1915-	ISBN: 0-679-86950-6	1997
494	6/12/2025	The blood bay colt	Farley, Walter, 1915-	LCCN: 50-9584	1950
495	6/12/2025	The Blue Nosed Witch.	Embry, Margaret		1956
496	6/12/2025	Blue willow	Gates, Doris, 1901-	ISBN: 0-590-41268-X	1940
497	6/12/2025	The borrowed canoe : a story of th	Falk, Elsa.	LCCN: 70-88722	1969
498	6/12/2025	Brady	Fritz, Jean.	ISBN: 0-440-84357-X (pbk.)	1960
499	6/12/2025	Breath of the dragon	Giles, Gail.	ISBN: 0-440-41496-2	1997
500	6/12/2025	The cabin faced west	Fritz, Jean.	LCCN: 57-10714	1958
501	6/12/2025	The cabin faced west	Fritz, Jean.	LCCN: 57-10714	1958
502	6/12/2025	Canalboat to Freedom.	Fall, Thomas.	LCCN: 66-16741	1969
503	6/12/2025	A castle of bone.	Farmer, Penelope, 1939-	LCCN: 78-190553	1972
504	6/12/2025	Chitty Chitty Bang Bang : the magi	Fleming, Ian, 1908-1964.	LCCN: 64-21282	1964
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506	6/12/2025	Chitty Chitty Bang Bang : the magi	Fleming, Ian, 1908-1964.	LCCN: 64-21282	1964
507	6/12/2025	Cleopatra VII, daughter of the Nile	Gregory, Kristiana.	ISBN: 0-590-81975-5	1999
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509	6/12/2025	Dandy's mountain	Fall, Thomas, 1917-1979.	LCCN: 67-16205	1967
510	6/12/2025	A dolphin named Bob	George, Twig C.	ISBN: 0-06-025362-2	1996
511	6/12/2025	Double-Dare O'Toole	Greene, Constance C.	ISBN: 0-440-41982-4	1981
512	6/12/2025	Dragon's milk.	Fletcher, Susan.	ISBN: 0-689-31579-1	1989
513	6/12/2025	The dragons of Blueland	Gannett, Ruth Stiles.	ISBN: 0-394-89050-7 (pbk.)	1987
514	6/12/2025	The dragons of Blueland	Gannett, Ruth Stiles.	ISBN: 0-394-89050-7 (pbk.)	1987
515	6/12/2025	The dragons of Blueland	Gannett, Ruth Stiles.	ISBN: 0-394-89050-7 (pbk.)	1987
516	6/12/2025	The Ear, the Eye, and the Arm	Farmer, Nancy.	ISBN: 0-14-037641-0	1994
517	6/12/2025	Early thunder	Fritz, Jean.	LCCN: 67-24217	1967

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519	6/12/2025	Elmer and the dragon	Gannett, Ruth Stiles.	ISBN: 0-440-84082-1	1987
520	6/12/2025	Elmer and the dragon	Gannett, Ruth Stiles.	ISBN: 0-440-84082-1	1987
521	6/12/2025	Fast break forward	Etter, Les.	ISBN: 0-8038-2265-0	1969
522	6/12/2025	The First Settlers : Time Traveler #3	Gaskin, Carol	ISBN: 0-553-15483-4	
523	6/12/2025	Five smooth stones	Gregory, Kristiana.	ISBN: 0-439-14827-8	2001
524	6/12/2025	Flight of the white wolf	Ellis, Mel, 1912-	LCCN: 75-98916	1970
525	6/12/2025	Fonabio and the lion	Guillot, René, 1900-	LCCN: 65-10779	1966
526	6/12/2025	Four dolls	Godden, Rumer, 1907-	ISBN: 0-440-42568-9	1983
527	6/12/2025	Fourth-grade celebrity	Giff, Patricia Reilly.	ISBN: 0-440-42676-6	1989
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529	6/12/2025	Get on out of here, Philip Hall	Greene, Bette, 1934-	ISBN: 0-8037-2871-9	1981
530	6/12/2025	Get on out of here, Philip Hall	Greene, Bette, 1934-	ISBN: 0-8037-2871-9	1981
531	6/12/2025	The ghost on Saturday night	Fleischman, Sid, 1920-	ISBN: 0-316-28583-8	1974
532	6/12/2025	The ghost sitter	Griffin, Peni R.	ISBN: 0-439-54072-0	2001
533	6/12/2025	The gift of the pirate queen	Giff, Patricia Reilly.	ISBN: 0-440-02972-4 (lib. b	1982
534	6/12/2025	Ginger Pye	Estes, Eleanor, 1906-	ISBN: 0-15-202499-9 (hard	2000
535	6/12/2025	A girl called Al	Greene, Constance C.	ISBN: 0-670-34153-3	1969
536	6/12/2025	The girl who knew it all	Giff, Patricia Reilly.	ISBN: 0-440-42855-6	1979
537	6/12/2025	Gone-Away Lake	Enright, Elizabeth, 1909-196	ISBN: 0-590-40904-2	1990
538	6/12/2025	Gone-Away Lake	Enright, Elizabeth, 1909-196	ISBN: 0-590-40904-2	1990
539	6/12/2025	The great brain	Fitzgerald, John Dennis.	ISBN: 0-8037-2590-6	1967
540	6/12/2025	The great brain is back	Fitzgerald, John Dennis.	ISBN: 0-8037-1346-0 (trade	1995
541	6/12/2025	The great squirrel uprising	Elish, Dan.	ISBN: 0-531-05995-2	1992
542	6/12/2025	Half magic	Eager, Edward.	ISBN: 0-15-202069-1	1999
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544	6/12/2025	Half magic	Eager, Edward.	ISBN: 0-15-202069-1	1999
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547	6/12/2025	Hello, my name is Scrambled Eggs	Gilson, Jamie.	ISBN: 0-671-63578-6	1985
548	6/12/2025	Hero of Washington Square	Estes, Rose.	ISBN: 0-88038-022-5 (hbk.)	1983
549	6/12/2025	Hobie Hanson, greatest hero of the	Gilson, Jamie.	ISBN: 0-671-70646-2	1989
550	6/12/2025	Hobie Hanson, You're Weird	Gilson, Jamie.	ISBN: 0-688-14747-X	1996
551	6/12/2025	Homesick, my own story	Fritz, Jean.	ISBN: 0-440-43683-4	1984
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553	6/12/2025	Honus and me : a baseball card adv	Gutman, Dan.	ISBN: 0-380-97350-2 (hard	1997
554	6/12/2025	The Horse Trap.	Gray, Patsey	LCCN: 06-216221	1962
555	6/12/2025	The house in the snow	Engh, M. J.	ISBN: 0-590-42658-3	1987
556	6/12/2025	Hunger Valley.	Edward S. Fox.	LCCN: 65-10625	1965
557	6/12/2025	In a creepy, creepy place and othe	Gorog, Judith.	ISBN: 0-06-025131-X	1996
558	6/12/2025	In a messy, messy room	Gorog, Judith.	ISBN: 0-06-440480-3	1990
559	6/12/2025	Indian summer	Girion, Barbara, 1937-	ISBN: 0-590-42637-0	1990
560	6/12/2025	Isabelle shows her stuff	Greene, Constance C.	ISBN: 0-440-44152-8	1984
561	6/12/2025	It's only goodbye	Gross, Virginia T.	ISBN: 0-14-034409-8	1992
562	6/12/2025	Jenny of the Tetons	Gregory, Kristiana.	ISBN: 0-15-200480-7	1989
563	6/12/2025	Jenny of the Tetons	Gregory, Kristiana.	ISBN: 0-15-200481-5	1989
564	6/12/2025	The "jingle bells" jam	Giff, Patricia Reilly.	ISBN: 0-440-40534-3	1992

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566	6/12/2025	Johnny Hangtime	Gutman, Dan.	ISBN: 0-380-81012-3 (pape	2000
567	6/12/2025	Johnny Tremain : a novel for old &	Forbes, Esther.	ISBN: 1-55736-023-5 (alk. p	1987
568	6/12/2025	Journey to Another Star and other	Elwood, Roger	ISBN: 0-8225-0957-1	1974
569	6/12/2025	Julie of the wolves	George, Jean Craighead, 1919	ISBN: 1-55736-053-7 (lg. pr	1987
570	6/12/2025	The Killer plants, and other stories	Foreword by Isaac Asimov. Ill	ISBN: 0-8225-0953-9	1974
571	6/12/2025	King Arthur and his Knights of the	Green, Roger Lancelyn.	LCCN: 79-28131	1994
572	6/12/2025	Knight's castle	Eager, Edward.	ISBN: 0-15-202073-X (pbk.)	1999
573	6/12/2025	Knights of the Round Table	Gross, Gwen.	ISBN: 0-394-87579-6 (trade	2004
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575	6/12/2025	Left-handed shortstop	Giff, Patricia Reilly.	ISBN: 0-440-44672-4	1989
576	6/12/2025	The legend of Jimmy Spoon	Gregory, Kristiana	ISBN: 0-15-243812-2	1990
577	6/12/2025	Leo the lioness	Greene, Constance C.	ISBN: 0-670-42456-0	1970
578	6/12/2025	The leopard dagger	Fecher, Constance, 1911-	ISBN: 0-374-34377-2	1973
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580	6/12/2025	A light in the castle	Elmer, Robert.	ISBN: 1-55661-659-7 (pbk.)	1996
581	6/12/2025	A likely place	Fox, Paula.	ISBN: 0-02-735761-9	1967
582	6/12/2025	Lily and the lost boy	Fox, Paula.	ISBN: 0-531-05720-8	1987
583	6/12/2025	A line in the sand : the Alamo diary	Garland, Sherry.	ISBN: 0-590-39466-5 (alk. p	1998
584	6/12/2025	The long secret	Fitzhugh, Louise.	ISBN: 0-385-32784-6	1965
585	6/12/2025	The long secret	Fitzhugh, Louise.	ISBN: 0-440-94977-7	1965
586	6/12/2025	Love, from the fifth grade celebrity	Giff, Patricia Reilly.	ISBN: 0-440-44948-0	1987
587	6/12/2025	Magic by the lake	Eager, Edward.	ISBN: 0-15-202076-4 (pbk.)	1999
588	6/12/2025	Magic or not?	Eager, Edward.	ISBN: 0-15-202080-2	1999
589	6/12/2025	The magic tunnel	Emerson, Caroline Dwight, 18	LCCN: 68-27271	1968
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591	6/12/2025	The magic tunnel	Emerson, Caroline Dwight, 18	LCCN: 68-27271	1968
592	6/12/2025	The magnificent mongrel	Fon Eisen, Anthony.	LCCN: 78-101848	1970
593	6/12/2025	Mail-order wings	Gormley, Beatrice.	ISBN: 0-525-34450-0	1981
594	6/12/2025	Man o' War	Farley, Walter, 1915-	LCCN: 62-9000 /L/AC/r85	1962
595	6/12/2025	Marcella : a Raggedy Ann story	Gruelle, Johnny, 1880?-1938	ISBN: 0-689-82878-0	1999
596	6/12/2025	Marco and the tiger	Foster, John T.	LCCN: 67-10438	1967
597	6/12/2025	The Mariah Delany Lending Library	Greenwald, Sheila.	ISBN: 0-440-45327-5	1977
598	6/12/2025	The matchlock gun	Edmonds, Walter Dumaux, 19	ISBN: 0-399-21911-0	1989
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600	6/12/2025	Max and me and the time machine	Greer, Gery.	ISBN: 0-06-440222-3	1983
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602	6/12/2025	McBroom and the big wind	Fleischman, Sid, 1920-	LCCN: 67-15450	1967
603	6/12/2025	McBroom tells a lie	Fleischman, Sid, 1920-	ISBN: 0-316-28572-2	1976
604	6/12/2025	The middle Moffat	Estes, Eleanor, 1906-	LCCN: 42-36272	1942
605	6/12/2025	The Million Dollar Shot	Gutman, Dan.	ISBN: 0-7868-1746-1	
606	6/12/2025	The Mind Angel and other stories	Elwood, Roger	ISBN: 0-8225-0958-X	1974
607	6/12/2025	The Missing world, and other stori	Foreword by Isaac Asimov. Ill	ISBN: 0-8225-0955-5	1974
608	6/12/2025	The Moffats	Estes, Eleanor, 1906-	LCCN: 41-51893	1941
609	6/12/2025	Monkey island	Fox, Paula.	ISBN: 0-440-40770-2	1993
610	6/12/2025	The moonlight man	Fox, Paula.	ISBN: 0-02-735480-6	1986
611	6/12/2025	More adventures of the Great Brai	Fitzgerald, John Dennis.	ISBN: 0-8037-2591-4	1969

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613	6/12/2025	My father's dragon	Gannett, Ruth Stiles.	ISBN: 0-8072-0229-0 (set)	1997
614	6/12/2025	My father's dragon	Gannett, Ruth Stiles.	ISBN: 0-8072-0229-0 (set)	1997
615	6/12/2025	My side of the mountain	George, Jean Craighead, 1919	ISBN: 0-590-43160-9	1959
616	6/12/2025	Night of the sphinx, and other sto	Foreword by Isaac Asimov. Ill	ISBN: 0-8225-0954-7	1974
617	6/12/2025	Nobody's family is going to change	Fitzhugh, Louise.	ISBN: 0-374-35539-8	1974
618	6/12/2025	Old Yeller	Gipson, Fred, 1908-	ISBN: 0-06-080971-X	1992
619	6/12/2025	Old Yeller	Gipson, Fred, 1908-	ISBN: 0-06-080971-X	1992
620	6/12/2025	On the far side of the mountain	George, Jean Craighead, 1919	ISBN: 0-525-44563-3	1990
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622	6/12/2025	One-eyed cat : a novel	Fox, Paula.	ISBN: 0-440-70008-6	1984
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624	6/12/2025	Owen Foote, frontiersman	Greene, Stephanie.	ISBN: 0-395-61578-X	1999
625	6/12/2025	Pa Lia's first day	Edwards, Michelle.	ISBN: 0-15-201974-X	1999
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627	6/12/2025	The pets revolt! : Mat Pit and the t	Greenwald, Sheila.	ISBN: 0-590-62014-2	1972
628	6/12/2025	Philip Hall likes me. I reckon mayb	Greene, Bette,1934-	ISBN: 0-440-45755-6	1975
629	6/12/2025	Philip Hall likes me. I reckon mayb	Greene, Bette,1934-	ISBN: 0-440-45755-6	1975
630	6/12/2025	Phoebe the spy	Griffin, Judith Berry.	ISBN: 0-590-42432-7	1977
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632	6/12/2025	Pictures of Hollis Woods.	Giff, Patricia Reilly.	ISBN: 0-439-69239-3	
633	6/12/2025	Pillars of Pentegarn	Estes, Rose.	ISBN: 0-935696-92-X (pbk.)	1982
634	6/12/2025	Play-off Pressure.	Mark Freeman.	ISBN: 0-345-35906-2	1989
635	6/12/2025	Prisoner of vampires	Garden, Nancy.	ISBN: 0-374-36129-0	1984
636	6/12/2025	The pumpkins of time	Gilden, Mel.	ISBN: 0-15-276603-0	1994
637	6/12/2025	Raggedy Andy stories : introducing	Gruelle, Johnny, 1880-1938.	ISBN: 0-02-737586-2	1993
638	6/12/2025	Raggedy Ann and Andy and the car	Gruelle, Johnny, 1880-1938.	ISBN: 0-689-84699-1	2001
639	6/12/2025	Raggedy Ann & Andy : The Second	Gruelle, Johnny.	ISBN: 0-88365-662-0	1982
640	6/12/2025	Raggedy Ann stories	Gruelle, Johnny, 1880?-1938	ISBN: 0-02-737585-4 (alk. p	1993
641	6/12/2025	Rebecca's war	Finlayson, Ann.	LCCN: 78-183735	1972
642	6/12/2025	Red means good fortune : a story c	Goldin, Barbara Diamond.	ISBN: 0-670-85352-6	1994
643	6/12/2025	The reluctant dragon	Grahame, Kenneth, 1859-193	ISBN: 0-8234-0755-1	1989
644	6/12/2025	The return of the Great Brain	Fitzgerald, John D.	ISBN: 0-8037-7413-3 (lib. b	1974
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646	6/12/2025	Rufus M	Estes, Eleanor, 1906-	LCCN: 43-51239	1972
647	6/12/2025	Santa Paws	Edwards, Nicholas	ISBN: 0-590-62400-8	
648	6/12/2025	Seeds of hope : the gold rush diary	Gregory, Kristiana.	ISBN: 0-590-51157-2	2001
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650	6/12/2025	Shaken Days.	Marion Garthwaite.		1966
651	6/12/2025	Show and tell	Greene, Stephanie.	ISBN: 0-395-88898-0	1998
652	6/12/2025	Sign of the dove	Fletcher, Susan, 1951-	ISBN: 0-689-80460-1 (cloth	1996
653	6/12/2025	Sirga, queen of the African bush	Guillot, René, 1900-	LCCN: 59-12198	1959
654	6/12/2025	Sister	Greenfield, Eloise.	ISBN: 0-690-00497-4	1974
655	6/12/2025	Six impossible things before break	Farber, Norma.	ISBN: 0-201-01969-8	1977
656	6/12/2025	The slave dancer : a novel	Fox, Paula.	ISBN: 0-440-40402-9 (/04	1973
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658	6/12/2025	Soccer goalie	Etter, Les.	ISBN: 0-8038-6686-0	1969

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661	6/12/2025	The stolen trophy	Friedman, Michael Jan.	ISBN: 1-57064-286-9 (hard	1998
662	6/12/2025	Stone Fox	Gardiner, John Reynolds.	ISBN: 978-0-06-440132-6	2003
663	6/12/2025	The stowaway : a tale of California	Gregory, Kristiana.	ISBN: 0-590-48823-6	1995
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665	6/12/2025	The stowaway : a tale of California	Gregory, Kristiana.	ISBN: 0-590-48823-6	1995
666	6/12/2025	The stowaway : a tale of California	Gregory, Kristiana.	ISBN: 0-590-48823-6	1995
667	6/12/2025	The stowaway : a tale of California	Gregory, Kristiana.	ISBN: 0-590-48823-6	1995
668	6/12/2025	Summer of my German soldier	Greene, Bette, 1934-	ISBN: 0-14-130636-X	2003
669	6/12/2025	Switching well	Griffin, Peni R.	ISBN: 0-14-036910-4	1993
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671	6/12/2025	Talk about a family	Greenfield, Eloise.	ISBN: 0-590-42247-2	1978
672	6/12/2025	Ten Tales of detection.	Green, Roger L.		1967
673	6/12/2025	There's an owl in the shower	George, Jean Craighead, 1919	ISBN: 0-06-024891-2	1995
674	6/12/2025	Thimble summer	Enright, Elizabeth, 1909-196	LCCN: 9240-300118	1938
675	6/12/2025	Thimble summer	Enright, Elizabeth, 1909-196	LCCN: 9240-300118	1938
676	6/12/2025	Thimble summer	Enright, Elizabeth, 1909-196	LCCN: 9240-300118	1938
677	6/12/2025	Thimble summer	Enright, Elizabeth, 1909-196	LCCN: 9240-300118	1938
678	6/12/2025	Thirteen ways to sink a sub	Gilson, Jamie.	ISBN: 0-688-01304-X	1982
679	6/12/2025	Thunder at Gettysburg	Gauch, Patricia Lee.	ISBN: 0-553-15951-8	1991
680	6/12/2025	The time garden	Eager, Edward.	ISBN: 0-15-202070-5 (pbk.	1999
681	6/12/2025	Top secret	Gardiner, John Reynolds.	ISBN: 0-316-30363-1	1984
682	6/12/2025	Trillions.	Fisk, Nicholas.	ISBN: 0-394-82601-9	1973
683	6/12/2025	The Tunnel : and other stories	foreword by Isaac Asimov ; ill	ISBN: 0-8225-0952-0	1974
684	6/12/2025	The unmaking of Rabbit	Greene, Constance C.	ISBN: 0-670-74136-1	1972
685	6/12/2025	Valentine Rosy	Greenwald, Sheila.	ISBN: 0-316-32708-5	1984
686	6/12/2025	Virtually perfect	Gutman, Dan.	ISBN: 0-7868-0394-0 (tr.)	1998
687	6/12/2025	Warton's Christmas Eve adventure	Erickson, Russell E.	ISBN: 0-688-41822-8 (.)	1977
688	6/12/2025	Who needs a bratty brother?	Gondosch, Linda.	ISBN: 0-671-65818-2	1985
689	6/12/2025	The wind boy	Eliot, Ethel Cook, 1890-1972	ISBN: 0-9615961-4-7	1996
690	6/12/2025	The wind in the willows	Grahame, Kenneth, 1859-193	ISBN: 0-03-056294-5 (Holt,	1980
691	6/12/2025	The winter of red snow : the Revol	Gregory, Kristiana.	ISBN: 0-590-22653-3 (alk. p	1996
692	6/12/2025	The winter of red snow : the Revol	Gregory, Kristiana.	ISBN: 0-590-22653-3 (alk. p	1996
693	6/12/2025	The winter of red snow : the Revol	Gregory, Kristiana.	ISBN: 0-590-22653-3 (alk. p	1996
694	6/12/2025	The winter of red snow : the Revol	Gregory, Kristiana.	ISBN: 0-590-22653-3 (alk. p	1996
695	6/12/2025	The winter of red snow : the Revol	Gregory, Kristiana.	ISBN: 0-590-22653-3 (alk. p	1996
696	6/12/2025	The winter worm business	Giff, Patricia Reilly.	ISBN: 0-440-49259-9	1983
697	6/12/2025	Yolonda's genius	Fenner, Carol.	ISBN: 0-689-80001-0	1995
698	6/12/2025	Yolonda's genius	Fenner, Carol.	ISBN: 0-689-80001-0	1995
699	6/12/2025	Zero grandparents	Edwards, Michelle.	ISBN: 0-15-202083-7	2001
700	6/11/2025	Ace, the very important pig	King-Smith, Dick.	ISBN: 0-517-57832-8 (trade	1990
701	6/11/2025	Adventure on the Wilderness Roac	Lawlor, Laurie.	ISBN: 0-671-01553-2	1999
702	6/11/2025	The agony of Alice	Naylor, Phyllis Reynolds.	ISBN: 0-689-31143-5	1985
703	6/11/2025	Akavak : an Eskimo journey	Houston, James A., 1921-	LCCN: 68-26426	1968
704	6/11/2025	Aldo Applesauce	Hurwitz, Johanna.	ISBN: 0-590-33751-3 (pbk.	1979
705	6/11/2025	Alice in April	Naylor, Phyllis Reynolds.	ISBN: 0-440-40944-6	1995

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707	6/11/2025	Alice the brave	Naylor, Phyllis Reynolds.	ISBN: 0-689-80095-9	1996
708	6/11/2025	Alien secrets	Klause, Annette Curtis.	ISBN: 0-440-41061-4 (pbk.)	1995
709	6/11/2025	Alien secrets	Klause, Annette Curtis.	ISBN: 0-440-41061-4 (pbk.)	1995
710	6/11/2025	All but Alice	Naylor, Phyllis Reynolds.	ISBN: 0-440-40918-7	1994
711	6/11/2025	The amethyst ring	O'Dell, Scott, 1898-1989.	ISBN: 0-395-33886-7	1983
712	6/11/2025	... and now Miguel	Krumgold, Joseph, 1908-	LCCN: 53-8415 /L	1953
713	6/11/2025	The angel's command : a tale from	Jacques, Brian.	ISBN: 0-441-01151-9	2003
714	6/11/2025	Anita of Rancho Del Mar	O'Brien, Elaine F.	ISBN: 0-931832-79-9	1991
715	6/11/2025	Anne of Avonlea	Montgomery, L. M. (Lucy Mau	ISBN: 0-329-20997-3	1994
716	6/11/2025	Anne of Green Gables	Dussling, Jennifer.	ISBN: 0-590-42243-X (pbk.)	1989
717	6/11/2025	Ann's story, 1747	Nixon, Joan Lowery.	ISBN: 0-385-32673-4	2000
718	6/11/2025	Ann's story, 1747	Nixon, Joan Lowery.	ISBN: 0-385-32673-4	2000
719	6/11/2025	Any small goodness : a novel of the	Johnston, Tony, 1942-	ISBN: 0-439-18936-5	2001
720	6/11/2025	"B" is for Betsy	Haywood, Carolyn, 1898-	ISBN: 0-15-204977-0	1990
721	6/11/2025	Babe the gallant pig	King-Smith, Dick.	ISBN: 0-679-87393-7	1995
722	6/11/2025	Babe the gallant pig	King-Smith, Dick.	ISBN: 0-679-87393-7	1995
723	6/11/2025	Back to school with Betsy	Haywood, Carolyn, 1898-	LCCN: 43-51225	1943
724	6/11/2025	Baseball fever	Hurwitz, Johanna.	ISBN: 0-688-10495-9	1991
725	6/11/2025	Bats on the bedstead	Johnson, Norma Tadlock.	ISBN: 0-395-43022-4	1987
726	6/11/2025	The bears upstairs	Haas, Dorothy.	ISBN: 0-590-42561-7	1978
727	6/11/2025	Bearstone	Hobbs, Will.	ISBN: 0-689-31496-5	1989
728	6/11/2025	Bearstone	Hobbs, Will.	ISBN: 0-689-31496-5	1989
729	6/11/2025	Beetles, lightly toasted	Naylor, Phyllis Reynolds.	ISBN: 0-440-40143-7	1989
730	6/11/2025	The Beginning.	Kaye, Marilyn.	ISBN: 0-553-48715-9	2000
731	6/11/2025	Betsy and Mr. Kilpatrick	Haywood, Carolyn, 1898-	LCCN: 67-20747	1967
732	6/11/2025	Betsy and the boys	Haywood, Carolyn, 1898-	LCCN: 45-35133	1945
733	6/11/2025	Betsy's Busy Summer.	Haywood, Carolyn	LCCN: 05-607894	1956
734	6/11/2025	Big Red.	Kjelgaard, Jim.		1945
735	6/11/2025	Black Gold	Henry, Marguerite, 1902-	LCCN: 57-14557	1987
736	6/11/2025	The black pearl	O'Dell, Scott, 1898-1989.	ISBN: 0-440-22886-7 (pbk.)	1967
737	6/11/2025	The black pearl	O'Dell, Scott, 1898-1989.	ISBN: 0-440-22886-7 (pbk.)	1967
738	6/11/2025	The black pearl	O'Dell, Scott, 1898-1989.	ISBN: 0-440-22886-7 (pbk.)	1967
739	6/11/2025	Blackberries in the dark	Jukes, Mavis.	ISBN: 0-394-87599-0	1985
740	6/11/2025	The blackmail machine	Holman, Felice.	LCCN: 68-11002	1968
741	6/11/2025	The Blue Racer.	Huff, Roderick.	LCCN: 6666-10322	1966
742	6/11/2025	The bomb in the Bessledorf bus de	Naylor, Phyllis Reynolds.	ISBN: 0-689-80461-X (cl)	1996
743	6/11/2025	The book of dragons	Nesbit, E.	ISBN: 0-8167-0852-5	1987
744	6/11/2025	Born to trot	Henry, Marguerite, 1902-	LCCN: 50-10271	1950
745	6/11/2025	The Borrowers	Norton, Mary.	LCCN: 53-7870	1953
746	6/11/2025	Boys against girls	Naylor, Phyllis Reynolds.	ISBN: 0-440-41123-8	1994
747	6/11/2025	Boys against girls	Naylor, Phyllis Reynolds.	ISBN: 0-440-41123-8	1994
748	6/11/2025	Boys are yucko!	Hines, Anna Grossnickle.	ISBN: 0-590-43109-9	1990
749	6/11/2025	The boys start the war	Naylor, Phyllis Reynolds.	ISBN: 0-385-30814-0	1993
750	6/11/2025	The boys start the war : The Girls g	Naylor, Phyllis Reynolds.	ISBN: 0-385-30814-0 (://04	1993
751	6/11/2025	Breaking loose	Halecroft, David.	ISBN: 0-14-034546-9	1990
752	6/11/2025	Bridge to Terabithia	Paterson, Katherine.	ISBN: 0-690-01359-0	1977

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753	6/11/2025	The bungalow mystery	Keene, Carolyn.	ISBN: 1-55709-157-9	1991
754	6/11/2025	Bunnicula : a rabbit tale of myster	Howe, Deborah.	ISBN: 0-689-30700-4	1979
755	6/11/2025	Bunnicula : a rabbit tale of myster	Howe, Deborah.	ISBN: 0-689-30700-4	1979
756	6/11/2025	Bunnicula strikes again!	Howe, James, 1946-	ISBN: 0-689-81463-1	1999
757	6/11/2025	Caesar's story, 1759	Nixon, Joan Lowery.	ISBN: 0-385-32676-9	2000
758	6/11/2025	Caesar's story, 1759	Nixon, Joan Lowery.	ISBN: 0-385-32676-9	2000
759	6/11/2025	The Canada geese quilt	Kinsey-Warnock, Natalie.	ISBN: 0-525-65004-0	1989
760	6/11/2025	Captains courageous	Kipling, Rudyard, 1865-1936	ISBN: 0-590-43282-6 (pape	1969
761	6/11/2025	The captive	O'Dell, Scott, 1898-1989.	ISBN: 0-395-27811-2	1979
762	6/11/2025	Carlota	O'Dell, Scott, 1898-1989.	ISBN: 0-395-25487-6	1977
763	6/11/2025	Carlota	O'Dell, Scott, 1898-1989.	ISBN: 0-395-25487-6	1977
764	6/11/2025	Carry on, Mr. Bowditch	Latham, Jean Lee.	ISBN: 0-590-45577-X	1955
765	6/11/2025	Carry on, Mr. Bowditch	Latham, Jean Lee.	ISBN: 0-590-45577-X	1955
766	6/11/2025	The case of the condemned cat	Hildick, E. W. (Edmund Walla	ISBN: 0-02-743810-4	1975
767	6/11/2025	The case of the condemned cat	Hildick, E. W. (Edmund Walla	ISBN: 0-02-743810-4	1975
768	6/11/2025	Cassie Bowen takes witch lessons	Hines, Anna Grossnickle.	ISBN: 0-525-44214-6	1985
769	6/11/2025	Caught in the act	Nixon, Joan Lowery.	ISBN: 0-440-22678-3	1988
770	6/11/2025	A cavalcade of witches	Hope-Simpson, Jacynth,	LCCN: 67-10163	1967
771	6/11/2025	The celery stalks at midnight	Howe, James.	ISBN: 0-380-69054-3	1984
772	6/11/2025	The celery stalks at midnight	Howe, James.	ISBN: 0-380-69054-3	1984
773	6/11/2025	Chain of fire	Naidoo, Beverley.	ISBN: 0-06-440468-4	1993
774	6/11/2025	Comet in Moominland	Jansson, Tove.		1968
775	6/11/2025	Cousins	Hamilton, Virginia.	ISBN: 0-590-45436-6	
776	6/11/2025	The cricket winter	Holman, Felice.	LCCN: 67-18683	1967
777	6/11/2025	The cuckoo child	King-Smith, Dick.	ISBN: 1-56282-350-7	1993
778	6/11/2025	The cuckoo child	King-Smith, Dick.	ISBN: 1-56282-350-7	1993
779	6/11/2025	Dahling, If You Luv Me, Would You	Khan, Rukhsana.	ISBN: 0-7737-6016-4	1999
780	6/11/2025	The dead man in Indian Creek	Hahn, Mary Downing.	ISBN: 0-380-71362-4	1991
781	6/11/2025	December stillness	Hahn, Mary Downing.	ISBN: 0-380-70764-0 (pbk.)	1990
782	6/11/2025	The Devil in Vienna	Orgel, Doris.	ISBN: 0-14-032500-X	1988
783	6/11/2025	Dew Drop Dead.	Howe, James	ISBN: 0-380-71301-2	
784	6/11/2025	Dew Drop Dead.	Howe, James	ISBN: 0-380-71301-2	
785	6/11/2025	The doll in the garden : a ghost sto	Hahn, Mary Downing.	ISBN: 0-380-70865-5	1990
786	6/11/2025	The doll in the garden : a ghost sto	Hahn, Mary Downing.	ISBN: 0-380-70865-5	1990
787	6/11/2025	The doll in the garden : a ghost sto	Hahn, Mary Downing.	ISBN: 0-380-70865-5	1990
788	6/11/2025	Dreams in the golden country : the	Lasky, Kathryn.	ISBN: 0-590-02973-8	1998
789	6/11/2025	Dreams in the golden country : the	Lasky, Kathryn.	ISBN: 0-590-02973-8	1998
790	6/11/2025	Duel on the diamond	Hallowell, Tommy.	ISBN: 0-14-032910-2	1990
791	6/11/2025	Eddie and Gardenia.	Haywood, Carolyn		1951
792	6/11/2025	Eddie and his big deals	Haywood, Carolyn, 1898-	ISBN: 0-688-10075-9 (pbk.)	1953
793	6/11/2025	Eddie and the fire engine	Haywood, Carolyn, 1898-	ISBN: 0-688-11498-9	1949
794	6/11/2025	Eddie The Dog Holder.	Haywood, Carolyn	LCCN: 66-10467	1966
795	6/11/2025	Eddie's happenings	Haywood, Carolyn, 1898-	LCCN: 79-154975	1971
796	6/11/2025	Eddie's valuable property	Haywood, Carolyn, 1898-	ISBN: 0-688-22014-2	1975
797	6/11/2025	Elizabeth I, red rose of the House o	Lasky, Kathryn.	ISBN: 0-590-68484-1	1999
798	6/11/2025	Ever-ready Eddie	Haywood, Carolyn, 1898-	LCCN: 68-27687	1968
799	6/11/2025	Faces in the water	Naylor, Phyllis Reynolds.	ISBN: 0-590-46510-4	1981

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800	6/11/2025	A family apart	Nixon, Joan Lowery.	ISBN: 0-440-22676-7	1987
801	6/11/2025	A family apart	Nixon, Joan Lowery.	ISBN: 0-440-22676-7	1987
802	6/11/2025	Fast Sam, Cool Clyde, and Stuff	Myers, Walter Dean, 1937-	ISBN: 0-670-30874-9	1975
803	6/11/2025	The fledgling	Langton, Jane.	ISBN: 0-590-43451-9	1990
804	6/11/2025	Flip-flop girl	Paterson, Katherine.	ISBN: 0-525-67480-2	1994
805	6/11/2025	Flip-flop girl	Paterson, Katherine.	ISBN: 0-525-67480-2	1994
806	6/11/2025	Following Fake Man	Holmes, Barbara Ware.	ISBN: 978-0-375-81266-8 (	2001
807	6/11/2025	Following the mystery man	Hahn, Mary Downing.	ISBN: 0-380-70677-6	1989
808	6/11/2025	Footprints at the window	Naylor, Phyllis Reynolds.	ISBN: 0-590-46511-2	1981
809	6/11/2025	From the mixed-up files of Mrs. Ba	Konigsburg, E. L.	LCCN: 67-18988	1967
810	6/11/2025	From the mixed-up files of Mrs. Ba	Konigsburg, E. L.	LCCN: 67-18988	1967
811	6/11/2025	From the mixed-up files of Mrs. Ba	Konigsburg, E. L.	LCCN: 67-18988	1967
812	6/11/2025	From the mixed-up files of Mrs. Ba	Konigsburg, E. L.	LCCN: 67-18988	1967
813	6/11/2025	The Gammage Cup	Kendall, Carol.	ISBN: 0-590-45103-0 (Pbk.	1959
814	6/11/2025	Gaudenzia Pride of the Palio.	Henry, Marguerite.	LCCN: 06-8264	1960
815	6/11/2025	Gentle Ben	Morey, Walt.	ISBN: 0-525-30429-0	1997
816	6/11/2025	George speaks	King-Smith, Dick.	ISBN: 0-7613-1544-6 (trade	2002
817	6/11/2025	The ghosts of now	Nixon, Joan Lowery.	ISBN: 0-440-93115-0	1986
818	6/11/2025	The girls' revenge	Naylor, Phyllis Reynolds.	ISBN: 0-385-32334-4	1998
819	6/11/2025	Godzilla Ate My Homework.	Jones, Marcia Thornton.	ISBN: 0-590-37236-X	1997
820	6/11/2025	Gold in the hills	Lawlor, Laurie.	ISBN: 0-671-56833-7	1995
821	6/11/2025	Gold in the hills	Lawlor, Laurie.	ISBN: 0-671-56833-7	1995
822	6/11/2025	The great Gilly Hopkins	Paterson, Katherine.	ISBN: 0-06-440201-0 (pbk.	1987
823	6/11/2025	Great-Uncle Dracula and the dirty	Harvey, Jayne.	ISBN: 0-679-93457-X (lib. b	1993
824	6/11/2025	Gypsy	Nussbaum, Al.	LCCN: 78-16558	1979
825	6/11/2025	Halfback!	Jackson, C. Paul (Caary Paul),	ISBN: 0-8038-2649-4	1971
826	6/11/2025	Harry's Mad	King-Smith, Dick.	ISBN: 0-440-40112-7 (pbk.	1984
827	6/11/2025	A haunting in Williamsburg	Kassem, Lou.	ISBN: 0-380-75892-X	1990
828	6/11/2025	A haunting in Williamsburg	Kassem, Lou.	ISBN: 0-380-75892-X	1990
829	6/11/2025	A haunting in Williamsburg	Kassem, Lou.	ISBN: 0-380-75892-X	1990
830	6/11/2025	Here comes Zelda Claus, and other	Hall, Lynn.	ISBN: 0-15-233790-3	1989
831	6/11/2025	Homer sweet Homer	Jablonski, Carla.	ISBN: 1-57064-392-X	1998
832	6/11/2025	Honey I Shrunk the Kids.	Hiller, B. B.	ISBN: 0-590-42119-0	1989
833	6/11/2025	The house at Pooh Corner	Milne, A. A.(Alan Alexander),1	ISBN: 0-440-43795-4	1979
834	6/11/2025	How lazy can you get?	Naylor, Phyllis Reynolds.	ISBN: 0-440-40608-0	1979
835	6/11/2025	Howliday Inn	Howe, James	ISBN: 0-380-64543-2	1983
836	6/11/2025	I am Regina	Keehn, Sally M.	ISBN: 0-399-21797-5	1991
837	6/11/2025	In the face of danger	Nixon, Joan Lowery.	LCCN: 88-6230	1996
838	6/11/2025	In the Zone : Super Hoops.	Herman, Hank	ISBN: 0-553-48475-3	1997
839	6/11/2025	The invisible dog	King-Smith, Dick.	ISBN: 0-517-59424-2	1993
840	6/11/2025	Irish Red	Kjelgaard, James Arthur, 191(	ISBN: 0-553-15546-6	1951
841	6/11/2025	The iron dragon never sleeps	Krensky, Stephen.	ISBN: 0-385-31171-0	1994
842	6/11/2025	The iron dragon never sleeps	Krensky, Stephen.	ISBN: 0-385-31171-0	1994
843	6/11/2025	The iron dragon never sleeps	Krensky, Stephen.	ISBN: 0-385-31171-0	1994
844	6/11/2025	Island of the Blue Dolphins	O'Dell, Scott, 1898-1989.	ISBN: 1-55736-002-2 (lg. pr	1987
845	6/11/2025	Island of the Blue Dolphins	O'Dell, Scott, 1898-1989.	LCCN: 60-5213	1960
846	6/11/2025	Island of the Blue Dolphins	O'Dell, Scott, 1898-1989.	LCCN: 60-5213	1960

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847	6/11/2025	Jenius : the amazing guinea pig	King-Smith, Dick.	ISBN: 0-7868-0243-X (trade	1996
848	6/11/2025	Jennifer, Hecate, Macbeth, William	Konigsburg, E L.	ISBN: 1-55736-143-6	1989
849	6/11/2025	Jennifer, Hecate, Macbeth, William	Konigsburg, E L.	ISBN: 1-55736-143-6	1989
850	6/11/2025	Jennifer, Hecate, Macbeth, William	Konigsburg, E. L.	LCCN: 67-2941	1967
851	6/11/2025	Jim-Dandy	Irwin, Hadley.	ISBN: 0-8167-3867-X	1994
852	6/11/2025	Jip : his story	Paterson, Katherine.	ISBN: 0-525-67543-4 (alk. p	1996
853	6/11/2025	The journal of Augustus Pelletier :	Lasky, Kathryn.	ISBN: 0-590-68489-2	2000
854	6/11/2025	The journal of James Edmond Peas	Murphy, Jim, 1947-	ISBN: 0-590-43814-X	1998
855	6/11/2025	The journal of Joshua Loper : a Bla	Myers, Walter Dean, 1937-	ISBN: 0-590-02691-7	1999
856	6/11/2025	The journal of Scott Pendleton Co	Myers, Walter Dean, 1937-	ISBN: 0-439-05013-8	1999
857	6/11/2025	Journey to Jo'burg :a South Africa	Naidoo, Beverley	ISBN: 0-06-440237-1	1988
858	6/11/2025	A journey to the New World : the c	Lasky, Kathryn.	ISBN: 0-590-50214-X	1996
859	6/11/2025	A journey to the New World : the c	Lasky, Kathryn.	ISBN: 0-590-50214-X	1996
860	6/11/2025	A journey to the New World : the c	Lasky, Kathryn.	ISBN: 0-590-50214-X	1996
861	6/11/2025	A journey to the New World : the c	Lasky, Kathryn.	ISBN: 0-590-50214-X	1996
862	6/11/2025	A journey to the New World : the c	Lasky, Kathryn.	ISBN: 0-590-50214-X	1996
863	6/11/2025	Julie Meyer : the story of a wagon t	Hoobler, Dorothy.	ISBN: 0-382-39642-1 (lsb.)	1997
864	6/11/2025	The jungle book	Kipling, Rudyard, 1865-1936	LCCN: 68-31319	1968
865	6/11/2025	The jungle book	Kipling, Rudyard, 1865-1936	LCCN: 68-31319	1968
866	6/11/2025	The jungle book	Kipling, Rudyard, 1865-1936	LCCN: 68-31319	1968
867	6/11/2025	Justin Morgan had a horse	Henry, Marguerite, 1902-	LCCN: 54-8903 /L/AC/r96	1954
868	6/11/2025	The Karate Kid Part II.	Hiller, B.B.	ISBN: 0-590-40292-7	1986
869	6/11/2025	Karen's Twin.	Martin, Ann M.	ISBN: 0-590-47044-2	1994
870	6/11/2025	Kim/Kimi	Irwin, Hadley	ISBN: 0-14-032593-X	1988
871	6/11/2025	King of the Wind	Henry, Marguerite.	ISBN: 0-590-45316-5 (pbk.)	1948
872	6/11/2025	King of the Wind	Henry, Marguerite.	ISBN: 0-590-45316-5 (pbk.)	1948
873	6/11/2025	King of the Wind	Henry, Marguerite.	ISBN: 0-590-45316-5 (pbk.)	1948
874	6/11/2025	The King's Fifth	O'Dell, Scott.	LCCN: 66-10726	1966
875	6/11/2025	Land of hope	Nixon, Joan Lowery.	ISBN: 0-8368-2811-9 (lib. b	2001
876	6/11/2025	Lassie come-home	Knight, Eric, 1897-1943.	ISBN: 0-03-080227-X	1975
877	6/11/2025	Lassie come-home	Knight, Eric, 1897-1943.	ISBN: 0-03-080227-X	1975
878	6/11/2025	Last chance quarterback	Hallowell, Tommy.	ISBN: 0-14-032909-9	1990
879	6/11/2025	Letters from Rifka	Hesse, Karen.	ISBN: 0-14-036391-2	1993
880	6/11/2025	Lion hound	Kjelgaard, Jim, 1910-1959.	LCCN: 55-13591	1955
881	6/11/2025	Little Eddie	Haywood, Carolyn, 1898-	ISBN: 0-688-10074-0 (?.)	1947
882	6/11/2025	The little gymnast	Haigh, Sheila.	ISBN: 0-590-40592-6	1987
883	6/11/2025	The lottery rose : a novel	Hunt, Irene.	ISBN: 0-684-14573-1	1976
884	6/11/2025	Manhattan is missing	Hildick, E. W. (Edmund Walla	LCCN: 68-22475	1969
885	6/11/2025	Martin's mice	King-Smith, Dick.	ISBN: 0-679-89098-X	1998
886	6/11/2025	Martin's mice	King-Smith, Dick.	ISBN: 0-679-89098-X	1998
887	6/11/2025	Martin's mice	King-Smith, Dick.	ISBN: 0-679-89098-X	1998
888	6/11/2025	Marvin and the meanest girl	Kline, Suzy.	ISBN: 0-698-11967-3 (reg. b	2000
889	6/11/2025	Mary Anne and the secret in the at	Martin, Ann M., 1955-	ISBN: 0-590-44801-3	1992
890	6/11/2025	Mary, Queen of Scots, queen with	Lasky, Kathryn.	ISBN: 0-439-19404-0	2002
891	6/11/2025	M.C. Higgins, the great.	Hamilton, Virginia, 1936-200	ISBN: 0-02-742480-4	1974
892	6/11/2025	M.C. Higgins, the great.	Hamilton, Virginia, 1936-200	ISBN: 0-02-742480-4	1974
893	6/11/2025	M.C. Higgins, the great.	Hamilton, Virginia, 1936-200	ISBN: 0-02-742480-4	1974

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894	6/11/2025	Me and Rupert Goody	O'Connor, Barbara.	ISBN: 0-374-34904-5	1999
895	6/11/2025	Merry Christmas from Betsy	Haywood, Carolyn, 1898-	LCCN: 72-119844	1970
896	6/11/2025	Mexicali soup	Hitte, Kathryn.	ISBN: 0-8193-0402-6	1970
897	6/11/2025	Misty of Chincoteague	Henry, Marguerite, 1902-	LCCN: 47-11404	1947
898	6/11/2025	Misty of Chincoteague	Henry, Marguerite, 1902-	LCCN: 47-11404	1947
899	6/11/2025	Mixed-up Max	King-Smith, Dick.	ISBN: 0-8167-4437-8	1997
900	6/11/2025	Monsters, Monsters, Monsters.	Hoke, Helen.	ISBN: 0-531-02846-1	1975
901	6/11/2025	Moon and me	Irwin, Hadley.	ISBN: 0-451-15333-2	1981
902	6/11/2025	Moon of two dark horses	Keehn, Sally M.	ISBN: 0-399-22783-0	1995
903	6/11/2025	Moon of two dark horses	Keehn, Sally M.	ISBN: 0-399-22783-0	1995
904	6/11/2025	Moon of two dark horses	Keehn, Sally M.	ISBN: 0-399-22783-0	1995
905	6/11/2025	Mop, moondance, and the Nagasa	Myers, Walter Dean, 1937-	ISBN: 0-385-30687-3	1992
906	6/11/2025	Morgan's zoo	Howe, James.	ISBN: 0-380-69994-X	1984
907	6/11/2025	The mouse and his child	Hoban, Russell.	LCCN: 67-19624	1990
908	6/11/2025	A mouse called Wolf	King-Smith, Dick.	ISBN: 0-375-80066-2	1999
909	6/11/2025	A mouse called Wolf	King-Smith, Dick.	ISBN: 0-375-80066-2	1999
910	6/11/2025	The Mouse rap	Myers, Walter Dean, 1937-	ISBN: 0-590-46410-8	1992
911	6/11/2025	Mrs. Frisby and the rats of Nimh	O'Brien, Robert C.	LCCN: 74-134818	1971
912	6/11/2025	Mustang; wild spirit of the West	Henry, Marguerite, 1902-	LCCN: 66-10876	1966
913	6/11/2025	My friend Flicka	O'Hara, Mary.	LCCN: 73-6611	1973
914	6/11/2025	My name is not Angelica	O'Dell, Scott,1898-1989.	ISBN: 0-440-40379-0	1990
915	6/11/2025	The mystery of the silver tag	Heide, Florence Parry.	ISBN: 0-8075-5387-5	1972
916	6/11/2025	The mystery of the silver tag	Heide, Florence Parry.	ISBN: 0-8075-5387-5	1972
917	6/11/2025	Mystery of the vanishing visitor	Heide, Florence Parry.	ISBN: 0-8075-5388-3	1975
918	6/11/2025	Nancy's story, 1765	Nixon, Joan Lowery.	ISBN: 0-385-32679-3	2000
919	6/11/2025	Night cry	Naylor, Phyllis Reynolds.	ISBN: 0-440-40017-1	1993
920	6/11/2025	A night without stars	Howe, James, 1946-	ISBN: 0-380-71867-7	1993
921	6/11/2025	Nighty-nightmare	Howe, James, 1946-	ISBN: 0-380-70490-0	1988
922	6/11/2025	No turning back : a novel of South	Naidoo, Beverley.	ISBN: 0-06-027505-7	1997
923	6/11/2025	On her own	Napoli, Donna Jo, 1948-	ISBN: 0-689-82985-X	1999
924	6/11/2025	On to Oregon!	Morrow, Honor̆,, 1880-1940	ISBN: 0-688-10494-0	1991
925	6/11/2025	One leap forward	Napoli, Donna Jo, 1948-	ISBN: 0-689-82986-8 (pbk.	1999
926	6/11/2025	One of the third-grade Thonkers	Naylor, Phyllis Reynolds.	ISBN: 0-440-40407-X	1991
927	6/11/2025	Onion John	Krumgold, Joseph, 1908-	ISBN: 0-590-43541-8	1959
928	6/11/2025	Onion John	Krumgold, Joseph, 1908-	ISBN: 0-590-43541-8	1959
929	6/11/2025	The ordinary princess	Kaye, M. M. (Mary Margaret),	ISBN: 0-385-17855-7	1984
930	6/11/2025	Our first pony	Henry, Marguerite, 1902-	ISBN: 0-689-81026-1 (pbk.	1997
931	6/11/2025	Our only May Amelia	Holm, Jennifer L.	ISBN: 0-06-028354-8	1999
932	6/11/2025	Our only May Amelia	Holm, Jennifer L.	ISBN: 0-06-028354-8	1999
933	6/11/2025	Out from this place	Hansen, Joyce.	ISBN: 0-380-71409-4	1992
934	6/11/2025	Out of the Dust.	Hesse, Karen.	ISBN: 0-590-37619-5	
935	6/11/2025	Out of the Dust.	Hesse, Karen.	ISBN: 0-590-37619-5	
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937	6/11/2025	Outlaw Red.	Kjelgaard, Jim.	ISBN: 0-553-15686-1	1981
938	6/11/2025	Outrageously Alice	Naylor, Phyllis Reynolds.	ISBN: 0-689-80354-0	1997
939	6/11/2025	The outsiders	Hinton, S. E.	LCCN: 67-13606	1967
940	6/11/2025	Owls in the family	Mowat, Farley.	ISBN: 0-316-58641-2	1961

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1412	5/23/2025	Shadow of a bull	Wojciechowska, Maia, 1927-	LCCN: 64-12563	1964
1413	5/23/2025	Shadow of the wolf	Whelan, Gloria.	ISBN: 0-679-98108-X	1997
1414	5/23/2025	Silver	Whelan, Gloria.	ISBN: 0-394-89611-4	1988
1415	5/23/2025	Skeleton Key / #3	Horowitz, Anthony.	ISBN: 0-439-66209-5	
1416	5/23/2025	Snot stew	Wallace, Bill, 1947-	ISBN: 0-671-69335-2	1990
1417	5/23/2025	The Soccer Mystery : The Boxcar Cl	Warner, Gertrude Chandler.	ISBN: 0-590-95603-5	
1418	5/23/2025	A solitary blue	Voigt, Cynthia.	ISBN: 0-689-86360-8	1983
1419	5/23/2025	Son of an earl-- sold for a slave	Weems, David B. (David Burn	ISBN: 0-88289-921-X	1993
1420	5/23/2025	Song of the trees	Taylor, Mildred D.	ISBN: 0-8037-5452-3	1975
1421	5/23/2025	Stuart Little	White, E. B. (Elwyn Brooks), 1	LCCN: 75-309606	1945
1422	5/23/2025	Stuart Little	White, E. B. (Elwyn Brooks), 1	ISBN: 0-590-40620-5	1973
1423	5/23/2025	Stuart Little	White, E. B. (Elwyn Brooks), 1	ISBN: 0-590-40620-5	1973
1424	5/23/2025	Stuart Little	White, E. B. (Elwyn Brooks), 1	ISBN: 0-590-40620-5	1973
1425	5/23/2025	The summer I shrank my grandmo	Woodruff, Elvira.	ISBN: 0-8234-0832-9	1990
1426	5/23/2025	Surprise Island	Warner, Gertrude Chandler.	ISBN: 0-590-42689-3	
1427	5/23/2025	Surprise Island	Warner, Gertrude Chandler.	ISBN: 0-590-42689-3	
1428	5/23/2025	Thank you, Dr. Martin Luther King	Tate, Eleanora E.	ISBN: 0-531-15151-4	1990
1429	5/23/2025	These happy golden years	Wilder, Laura Ingalls, 1867-1	ISBN: 0-06-440008-5 (pbk.)	1971
1430	5/23/2025	These happy golden years	Wilder, Laura Ingalls, 1867-1	ISBN: 0-06-440008-5 (pbk.)	1971
1431	5/23/2025	The thief	Turner, Megan Whalen.	ISBN: 0-688-14627-9	1996
1432	5/23/2025	Thunder on the Tennessee	Wisler, G. Clifton.	ISBN: 0-14-037612-7	1983
1433	5/23/2025	Thunder on the Tennessee	Wisler, G. Clifton.	ISBN: 0-14-037612-7	1983
1434	5/23/2025	The Time Machine and The Invisibl	Wells, H. G.		1996
1435	5/23/2025	The Time Machine and The Invisibl	Wells, H. G.		1996
1436	5/23/2025	Titanic crossing	Williams, Barbara.	ISBN: 0-590-94464-9	1997
1437	5/23/2025	Trapped in Death Cave	Wallace, Bill, 1947-	ISBN: 0-671-69014-0	1984
1438	5/23/2025	Treasure Island	Stevenson, Robert Louis, 185	LCCN: 68-31323	1968
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1440	5/23/2025	The treasure of Skeleton Reef	Strickland, Brad.	ISBN: 1-57064-279-6	1997
1441	5/23/2025	Tree house mystery	Warner, Gertrude Chandler.	ISBN: 0-590-42674-5	1969
1442	5/23/2025	The trouble with Tuck	Taylor, Theodore,1922-	ISBN: 0-380-62711-6 (pbk.)	1981
1443	5/23/2025	The trouble with Tuck	Taylor, Theodore,1922-	ISBN: 0-380-62711-6 (pbk.)	1981
1444	5/23/2025	The trumpet of the swan	White, E. B. (Elwyn Brooks), 1	LCCN: 72-112484	1970
1445	5/23/2025	The trumpet of the swan	White, E. B. (Elwyn Brooks), 1	LCCN: 72-112484	1970
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1447	5/23/2025	Valerie Valentine is missing	Walden, Amelia Elizabeth.	ISBN: 0-664-32496-7	1971
1448	5/23/2025	The Virginian	Wister, Owen, 1860-1938.	LCCN: 68-31325	1968
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1450	5/23/2025	The Virginian	Wister, Owen, 1860-1938.	LCCN: 68-31325	1968
1451	5/23/2025	Voyage on the great Titanic : the d	White, Ellen Emerson.	ISBN: 0-590-96273-6	1998
1452	5/23/2025	Voyage on the great Titanic : the d	White, Ellen Emerson.	ISBN: 0-590-96273-6	1998
1453	5/23/2025	War pony	Worcester, Donald Emmet, 1	ISBN: 0-912646-85-3	1984
1454	5/23/2025	Watchdog and the coyotes	Wallace, Bill, 1947-	ISBN: 0-671-53620-6	1995
1455	5/23/2025	A well-timed enchantment	Vande Velde, Vivian.	ISBN: 0-15-201765-8	1998
1456	5/23/2025	When the dolls woke	Stover, Marjorie.	ISBN: 0-8075-8882-2 (lib. b	1985
1457	5/23/2025	Where have all the flowers gone? :	White, Ellen Emerson.	ISBN: 0-439-14889-8	2002

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1459	5/23/2025	Witch at the door	Warriner, Holly.	ISBN: 0-689-81899-8 (pbk.)	1998
1460	5/23/2025	Witches' brew	Warriner, Holly.	ISBN: 0-689-81901-3	1998
1461	5/23/2025	Witches on ice	Warriner, Holly.	ISBN: 0-689-81903-X (pbk.)	1999
1462	5/23/2025	The woodshed mystery	Warner, Gertrude Chandler, 1	LCCN: 62-19726 /L/r94	1962
1463	5/23/2025	The woodshed mystery	Warner, Gertrude Chandler, 1	LCCN: 62-19726 /L/r94	1962
1464	5/23/2025	World series	Tunis, John Roberts, 1889-19	ISBN: 0-15-299646-X	1987
1465	5/21/2025	Amos and the Alien : , Culpepper A	Paulsen, Gary.	ISBN: 0-440-40990-X	1994
1466	5/21/2025	Amos and the Chameleon Caper.	Paulsen, Gary.	ISBN: 0-440-41047-9	1996
1467	5/21/2025	Amos and the Vampire.	Paulsen, Gary.		1996
1468	5/21/2025	Amos and the Vampire.	Paulsen, Gary.		1996
1469	5/21/2025	Amos Binder, secret agent	Paulsen, Gary.	ISBN: 0-440-41050-9	1997
1470	5/21/2025	Amos gets famous : , Culpepper Ad	Paulsen, Gary.	ISBN: 0-440-40749-4	1993
1471	5/21/2025	Amos gets married	Paulsen, Gary.	ISBN: 0-440-40933-0 (pbk.)	1995
1472	5/21/2025	Amos Goes Bananas.	Paulsen, Gary.		1995
1473	5/21/2025	Amos's Killer Concert Caper : Culp	Paulsen, Gary.	ISBN: 0-440-40989-6	1994
1474	5/21/2025	Baby-sitting is a dangerous job	Roberts, Willo Davis.	ISBN: 0-449-70177-8	1987
1475	5/21/2025	The best Christmas pageant ever	Robinson, Barbara.	ISBN: 0-06-440275-4 (pbk.)	1988
1476	5/21/2025	The best Christmas pageant ever	Robinson, Barbara.	ISBN: 0-06-440275-4 (pbk.)	1988
1477	5/21/2025	The best school year ever	Robinson, Barbara, 1927-	ISBN: 0-06-023039-8	1994
1478	5/21/2025	The best school year ever	Robinson, Barbara, 1927-	ISBN: 0-06-023039-8	1994
1479	5/21/2025	The best school year ever	Robinson, Barbara, 1927-	ISBN: 0-06-023039-8	1994
1480	5/21/2025	The boll weevil express : a novel	Petersen, P. J.	ISBN: 0-440-00856-5	1983
1481	5/21/2025	Brain stealers	Philbrick, W. R. (W. Rodman)	ISBN: 0-590-97215-4 (pbk.)	1997
1482	5/21/2025	A break with charity : a story abou	Rinaldi, Ann.	ISBN: 0-15-200353-3	1992
1483	5/21/2025	Brian's winter	Paulsen, Gary.	ISBN: 0-440-22719-4	1996
1484	5/21/2025	Canyons	Paulsen, Gary.	ISBN: 0-440-21023-2	1991
1485	5/21/2025	Captive!	Paulsen, Gary.	ISBN: 0-440-41042-8 (pbk.)	1995
1486	5/21/2025	The car	Paulsen, Gary.	LCCN: 93-41834	1994
1487	5/21/2025	The case of the dirty bird : , Culpep	Paulsen, Gary.	ISBN: 0-440-40598-X	1992
1488	5/21/2025	Coach Amos : Culpepper Adventur	Paulsen, Gary.	ISBN: 0-440-40930-6	1994
1489	5/21/2025	The corn grows ripe	Rhoads, Dorothy.	ISBN: 0-14-036313-0	1993
1490	5/21/2025	Countess Veronica	Robinson, Nancy K.	ISBN: 0-590-44485-9	1994
1491	5/21/2025	Courage, Dana	Pfeffer, Susan Beth, 1948-	ISBN: 0-440-00922-7	1983
1492	5/21/2025	Cowpokes and desperadoes	Paulsen, Gary.	ISBN: 0-440-40902-0	1994
1493	5/21/2025	The creature of Black Water Lake	Paulsen, Gary.	ISBN: 0-440-41211-0	1997
1494	5/21/2025	Culpepper's Cannon : , Culpepper	Paulsen, Gary.	ISBN: 0-440-40617-X	1992
1495	5/21/2025	Curse of the ruins	Paulsen, Gary.	ISBN: 0-440-41225-0	1998
1496	5/21/2025	Danger on midnight river	Paulsen, Gary.	ISBN: 0-440-41028-2	1995
1497	5/21/2025	Dog-gone Hollywood	Sharmat, Marjorie Weinman.	ISBN: 0-375-80529-X (trade	2000
1498	5/21/2025	Dogs don't tell jokes	Sachar, Louis, 1954-	ISBN: 0-679-83372-2	1992
1499	5/21/2025	Dogsong	Paulsen, Gary.	ISBN: 0-14-032235-3 (pbk.)	1987
1500	5/21/2025	The Dollhouse of the dead	Reiss, Kathryn.	ISBN: 0-590-60360-4	1997
1501	5/21/2025	Dunc and Amos go to the dogs	Paulsen, Gary.	ISBN: 0-440-41040-1 (pbk.)	1996
1502	5/21/2025	Dunc and Amos Meet the Slasher :	Paulsen, Gary.	ISBN: 0-440-40939-X	1994
1503	5/21/2025	Dunc and Amos on Thin Ice.	Paulsen, Gary.	ISBN: 0-440-41053-3	1997
1504	5/21/2025	Dunc and the Flaming Ghost : , Cu	Paulsen, Gary.	ISBN: 0-440-40686-2	1992

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1506	5/21/2025	Dunc and the Haunted Castle : , Cu	Paulsen, Gary.	ISBN: 0-440-40893-8	1993
1507	5/21/2025	Dunc's Dump : Culpepper Adventu	Paulsen, Gary.	ISBN: 0-440-40762-1	
1508	5/21/2025	Dunc's Halloween	Paulsen, Gary.	ISBN: 0-440-40659-5	1992
1509	5/21/2025	Dunc's undercover Christmas : , Cu	Paulsen, Gary.	ISBN: 0-440-40874-1	1993
1510	5/21/2025	Escape from fire mountain	Paulsen, Gary.	ISBN: 0-440-41025-8	1995
1511	5/21/2025	Escape south	Siegelson, Kim L.	ISBN: 0-307-46504-7	2000
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1513	5/21/2025	The fire pony	Philbrick, Rodman.	ISBN: 0-590-56862-0 (pbk.)	1996
1514	5/21/2025	Five little Peppers and how they g	Sidney, Margaret, 1844-1924	ISBN: 0-688-41775-2	2002
1515	5/21/2025	Five little Peppers at school	Sidney, Margaret, 1844-1924	LCCN: 03-27969	1903
1516	5/21/2025	Fog magic	Sauer, Julia L. (Julia Lina), 189	ISBN: 0-14-032163-2	1986
1517	5/21/2025	Franklin Stein.	Raskin, Ellen.	LCCN: 75-175560	1972
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1520	5/21/2025	Freaky Friday	Rodgers, Mary, 1931-	ISBN: 0-06-440046-8	1972
1521	5/21/2025	Ghost Horse	Simner, Janni Lee	ISBN: 0-590-67313-0	1996
1522	5/21/2025	Ghost Horse	Simner, Janni Lee	ISBN: 0-590-67313-0	1996
1523	5/21/2025	Ghost Vision : Phantom Rider #3	Simner, Janni Lee	ISBN: 0-590-67315-7	1996
1524	5/21/2025	The girl with the silver eyes	Roberts, Willo Davis.	ISBN: 0-590-44248-1	1980
1525	5/21/2025	The good master	Seredy, Kate.	ISBN: 0-14-030133-X (pbk.)	1986
1526	5/21/2025	The Gorgon Slayer.	Paulsen, Gary.	ISBN: 0-440-41041-X	
1527	5/21/2025	Guns for General Washington : a st	Reit, Seymour.	ISBN: 0-15-232695-2	1990
1528	5/21/2025	The Haunted Trail	Simner, Janni Lee	ISBN: 0-590-67314-9	
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1530	5/21/2025	The haunting of Holroyd Hill	Seabrooke, Brenda.	ISBN: 0-525-65167-5	1995
1531	5/21/2025	Hook 'Em, Snotty!	Paulsen, Gary.	ISBN: 0-440-41027-4	1995
1532	5/21/2025	Horrid Henry	Simon, Francesca.	ISBN: 0-7868-2451-4 (lib. e	1999
1533	5/21/2025	How to get fabulously rich	Rockwell, Thomas, 1933-	ISBN: 0-531-10877-5	1990
1534	5/21/2025	I hate company	Petersen, P. J.	ISBN: 0-525-45329-6	1994
1535	5/21/2025	Jackson Jones and the puddle of th	Quattlebaum, Mary.	ISBN: 0-440-41066-5	1995
1536	5/21/2025	Joshua T. Bates in trouble again	Shreve, Susan Richards.	ISBN: 0-679-88520-X (trade	1997
1537	5/21/2025	Joshua T. Bates takes charge	Shreve, Susan Richards.	ISBN: 978-0-679-87039-5	1993
1538	5/21/2025	The journal of Jasper Jonathan Pie	Rinaldi, Ann.	ISBN: 0-590-51078-9	2000
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1540	5/21/2025	The Legend of Red Horse Cavern	Paulsen, Gary.	ISBN: 0-440-41023-1	1994
1541	5/21/2025	The light in the forest	Richter, Conrad,1890-1968.	ISBN: 0-449-70437-8	1981
1542	5/21/2025	Lizard meets Ivana the Terrible	Scott, C. Anne (Cynthia Anne)	ISBN: 0-8050-6093-6 (hc. :	2001
1543	5/21/2025	A magic crystal?	Sachar, Louis.	ISBN: 0-679-99002-X	2000
1544	5/21/2025	Martze	Sendak, Jack.	LCCN: 68-13680	1968
1545	5/21/2025	Marvin Redpost : a flying birthday	Sachar, Louis, 1954-	ISBN: 0-679-89000-9	1999
1546	5/21/2025	Marvin Redpost : alone in his teacl	Sachar, Louis, 1954-	ISBN: 0-679-91949-X	1994
1547	5/21/2025	Marvin Redpost : Is He a Girl?	Sachar, Louis, 1954-	ISBN: 0-679-81948-7	1993
1548	5/21/2025	Marvin Redpost. Kidnapped at bir	Sachar, Louis, 1954-	ISBN: 0-679-81946-0 (trade	1992
1549	5/21/2025	Marvin Redpost. Kidnapped at bir	Sachar, Louis, 1954-	ISBN: 0-679-81946-0 (trade	1992
1550	5/21/2025	Marvin Redpost : super fast, out of	Sachar, Louis, 1954-	ISBN: 0-679-89001-7 (trade	2000
1551	5/21/2025	Marvin Redpost Why pick on me?	Sachar, Louis, 1954-	ISBN: 0-679-81947-9 (trade	1993

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1553	5/21/2025	Missing May	Rylant, Cynthia.	LCCN: 91-23303	2003
1554	5/21/2025	Mitzi Meyer, Frealess Warrior Que	Singer, Marilyn	ISBN: 0-590-40464-4	1987
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1558	5/21/2025	My brother Louis measures worms	Robinson, Barbara, 1927-	ISBN: 0-06-025082-8	1988
1559	5/21/2025	Old Ramon	Schaefer, Jack, 1907-1991.	ISBN: 0-8027-7403-2	1993
1560	5/21/2025	The Perilous Gard	Pope, Elizabeth Marie, 1917-	ISBN: 0-590-46057-9	1993
1561	5/21/2025	Prince Amos : Culpepper adventur	Paulsen, Gary.	ISBN: 0-440-40928-4	1994
1562	5/21/2025	Project: A Perfect World.	Paulsen, Gary.	ISBN: 0-440-41045-2	
1563	5/21/2025	Racing the sun	Pitts, Paul.	ISBN: 0-380-75496-7	1988
1564	5/21/2025	The Raven and other poems	Poe, Edgar Allan, 1809-1849.	ISBN: 0-425-12020-1 (:/04	1990
1565	5/21/2025	The Raven and other poems	Poe, Edgar Allan, 1809-1849.	ISBN: 0-425-12020-1 (:/04	1990
1566	5/21/2025	The Raven and other poems	Poe, Edgar Allan, 1809-1849.	ISBN: 0-425-12020-1 (:/04	1990
1567	5/21/2025	The Rescuers	Sharp, Margery, 1905-	ISBN: 0-440-77378-4	1974
1568	5/21/2025	The rock jockeys	Paulsen, Gary.	ISBN: 0-440-41026-6 (pbk.)	1995
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1574	5/21/2025	Sideways stories from the Wayside	Sachar, Louis, 1954-	ISBN: 0-380-73148-7	1985
1575	5/21/2025	Sideways stories from the Wayside	Sachar, Louis, 1954-	ISBN: 0-380-73148-7	1985
1576	5/21/2025	Sideways stories from the Wayside	Sachar, Louis, 1954-	ISBN: 0-380-73148-7	1985
1577	5/21/2025	Sir Arthur Conan Doyle's The adve	Sadler, Catherine Edwards.	ISBN: 0-380-78089-5 (v. 1)	1981
1578	5/21/2025	Skydive!	Paulsen, Gary.	ISBN: 0-440-41049-5	1996
1579	5/21/2025	Something for Joey	Peck, Richard E.	ISBN: 0-553-23603-2	1983
1580	5/21/2025	Storm rising	Singer, Marilyn.	ISBN: 0-590-42173-5	1989
1581	5/21/2025	Strange Invaders Book I : Visitors	Philbrick, Rodman and Harne	ISBN: 0-590-97213-8	1997
1582	5/21/2025	Super Amos.	Paulsen, Gary.	ISBN: 0-440-41056-8	1997
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1584	5/21/2025	There's a snake in the toilet	Sherman, Gisela Tobien.	ISBN: 0-671-87089-0	1995
1585	5/21/2025	Things Book II : Visitors	Philbrick, Rodman and Harne	ISBN: 0-590-97214-6	1997
1586	5/21/2025	Time Benders : World of Adventur	Paulsen, Gary.	ISBN: 0-440-41214-5	
1587	5/21/2025	Tituba of Salem Village	Petry, Ann (Lane), 1911-	ISBN: 0-690-82677-X	1964
1588	5/21/2025	Tom's Midnight Garden.	Pearce, Philippa		1958
1589	5/21/2025	The Treasure of El Patron.	Paulsen, Gary.	ISBN: 0-440-41048-7	1996
1590	5/21/2025	Tucket's gold	Paulsen, Gary.	ISBN: 0-385-32501-0	1999
1591	5/21/2025	The upstairs room.	Reiss, Johanna.	ISBN: 0-690-85127-8	1972
1592	5/21/2025	Veronica knows best	Robinson, Nancy K.	ISBN: 0-590-40509-8	1987
1593	5/21/2025	Voices After Midnight	Peck, Richard	ISBN: 0-440-40378-2	
1594	5/21/2025	The winter room	Paulsen, Gary.	ISBN: 0-440-40454-1	1991
1595	5/21/2025	Woodsong	Paulsen, Gary.	ISBN: 0-590-45052-2	1990
1596	5/21/2025	A year on my street : poems	Quattlebaum, Mary.	ISBN: 0-385-32170-8 (hard	1996
1597	5/20/2025	The Abominable Snow Monster : G	Stone, Tom	ISBN: 0-553-48341-2	
1598	5/20/2025	Adventures of Sherlock Holmes	Doyle, Arthur Conan, Sir, 185	LCCN: 81-65084	1981

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1600	5/20/2025	April Ghouls' Day : Graveyard Scho	Stone, Tom B.	ISBN: 0-553-48487-7	1996
1601	5/20/2025	The backward bird dog	Wallace, Bill, 1947-	ISBN: 0-671-56852-3	1997
1602	5/20/2025	Backyard dragon	Sterman, Betsy.	ISBN: 0-06-020783-3	1993
1603	5/20/2025	Baseball in April and other stories	Soto, Gary.	ISBN: 0-440-84557-2 (pbk.)	1990
1604	5/20/2025	Black and blue magic	Snyder, Zilpha Keatley.	ISBN: 0-689-71848-9 (pbk.)	1994
1605	5/20/2025	Black and blue magic	Snyder, Zilpha Keatley.	ISBN: 0-689-71848-9 (pbk.)	1994
1606	5/20/2025	Boo Year's Eve : Graveyard School	Stone, Tom B.	ISBN: 0-553-48528-8	1998
1607	5/20/2025	The bronze bow	Speare, Elizabeth George.	ISBN: 0-395-13719-5	1961
1608	5/20/2025	Buffalo gal	Wallace, Bill, 1947-	ISBN: 0-8234-0943-0	1992
1609	5/20/2025	The buffalo knife	Steele, William O., 1917-	ISBN: 0-15-213212-0	1990
1610	5/20/2025	Calico Captive	Speare, Elizabeth George.	LCCN: 57-9017 /L	1957
1611	5/20/2025	Call it courage	Sperry, Armstrong, 1897-	LCCN: 89-18456	1973
1612	5/20/2025	Camp Dracula : Graveyard School	Stone, Tom B.	ISBN: 0-553-48228-9	1995
1613	5/20/2025	Chocolate fever	Smith, Robert Kimmel.	ISBN: 0-440-41369-9	1972
1614	5/20/2025	Clone catcher	Slote, Alfred.	ISBN: 0-397-32017-5	1982
1615	5/20/2025	Creature Teacher : Graveyard Scho	Stone, Tom B.	ISBN: 0-553-48520-2	1997
1616	5/20/2025	Danger on Panther Peak.	Wallace, Bill	ISBN: 0-671-64116-6	1987
1617	5/20/2025	The Dead Sox : Graveyard School #	Stone, Tom B.	ISBN: 0-553-48512-1	1997
1618	5/20/2025	Dominic	Steig, William, 1907-	ISBN: 0-374-31822-0	1972
1619	5/20/2025	Dominic	Steig, William, 1907-	ISBN: 0-374-31822-0	1972
1620	5/20/2025	Don't Tell Mummy : Graveyard Sch	Stone, Tom B.	ISBN: 0-553-48504-0	1997
1621	5/20/2025	Dump days	Spinelli, Jerry.	ISBN: 0-316-80706-0	1988
1622	5/20/2025	The Easter Egg Hunt : Graveyard Sc	Stone, Tom B.	ISBN: 0-553-48532-6	1998
1623	5/20/2025	The Egypt game	Snyder, Zilpha Keatley.	ISBN: 0-440-42225-6	2004
1624	5/20/2025	The enemy above	Spradlin, Michael P.,	ISBN: 978-1-33811400-3 (p	2016
1625	5/20/2025	Escape from Vampire Park	Stone, Tom B.	ISBN: 0-553-48540-7 (pbk.)	1998
1626	5/20/2025	Finding Buck McHenry	Slote, Alfred.	ISBN: 0-06-021652-2	1991
1627	5/20/2025	Fourth grade rats	Spinelli, Jerry.	ISBN: 0-590-44244-9	1991
1628	5/20/2025	Fourth grade rats	Spinelli, Jerry.	ISBN: 0-590-44244-9	1991
1629	5/20/2025	Fourth grade rats	Spinelli, Jerry.	ISBN: 0-590-44244-9	1991
1630	5/20/2025	Fourth grade rats	Spinelli, Jerry.	ISBN: 0-590-44244-9	1991
1631	5/20/2025	Fourth grade rats	Spinelli, Jerry.	ISBN: 0-590-44244-9	1991
1632	5/20/2025	Freedom train : the story of Harrie	Sterling, Dorothy, 1913-2008	ISBN: 0-590-40640-X (pbk.)	1990
1633	5/20/2025	The Fright Before Christmas : Grav	Stone, Tom B.	ISBN: 0-553-48500-8	1996
1634	5/20/2025	The Gator Ate Her	Stone, Tom	ISBN: 0-553-48516-4	
1635	5/20/2025	Gib rides home	Snyder, Zilpha Keatley.	ISBN: 0-440-41257-9	1998
1636	5/20/2025	Hang tough, Paul Mather	Slote, Alfred.	ISBN: 0-06-440153-7	1985
1637	5/20/2025	Heidi	Spyri, Johanna, 1827-1901.	ISBN: 0-394-53820-X	1984
1638	5/20/2025	Here comes Santa Claws	Stone, Tom B.	ISBN: 0-553-48548-2	1998
1639	5/20/2025	The high king's daughter	Doyle, Debra, 1952-	ISBN: 0-8167-1837-7	1990
1640	5/20/2025	How I Survived Being a Girl	Van Draanen, Wendelin	ISBN: 0-06-054073-7 (pbk.)	
1641	5/20/2025	Jack and the Bean Stalker : Gravey	Stone, Tom B.	ISBN: 0-553-48508-3	1997
1642	5/20/2025	Jacob's rescue : a Holocaust story	Drucker, Malka.	ISBN: 0-440-40965-9	1994
1643	5/20/2025	Janie's private eyes	Snyder, Zilpha Keatley.	ISBN: 0-440-50123-7	1989
1644	5/20/2025	Libby on Wednesday	Snyder, Zilpha Keatley.	ISBN: 0-385-29979-6	1990
1645	5/20/2025	Lily and Miss Liberty	Stevens, Carla.	ISBN: 0-590-44919-2	1992

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1646	5/20/2025	Lily and Miss Liberty	Stevens, Carla.	ISBN: 0-590-44919-2	1992
1647	5/20/2025	Lily and Miss Liberty	Stevens, Carla.	ISBN: 0-590-44919-2	1992
1648	5/20/2025	Lily and Miss Liberty	Stevens, Carla.	ISBN: 0-590-44919-2	1992
1649	5/20/2025	Little Pet Werewolf : Graveyard Sc	Stone, Tom B.	ISBN: 0-553-48226-2	1995
1650	5/20/2025	Little School of Horrors : Graveyar	Stone, Tom B.	ISBN: 0-553-48544-X	1998
1651	5/20/2025	The magic of Merlin	Spinner, Stephanie.	ISBN: 0-307-46403-2 (hard	2000
1652	5/20/2025	The magic of Merlin	Spinner, Stephanie.	ISBN: 0-307-46403-2 (hard	2000
1653	5/20/2025	The magic of Merlin	Spinner, Stephanie.	ISBN: 0-307-46403-2 (hard	2000
1654	5/20/2025	Make-believe ball player	Slote, Alfred.	ISBN: 0-397-32286-0 (lib. b	1989
1655	5/20/2025	Maniac Magee	Spinelli, Jerry.	ISBN: 0-590-45203-7	1991
1656	5/20/2025	Maniac Magee : a novel.	Spinelli, Jerry.	ISBN: 0-06-440424-2	1992
1657	5/20/2025	Maniac Magee : a novel	Spinelli, Jerry.	ISBN: 0-316-80722-2	1990
1658	5/20/2025	Maniac Magee : a novel	Spinelli, Jerry.	ISBN: 0-316-80722-2	1990
1659	5/20/2025	Maniac Magee : a novel	Spinelli, Jerry.	ISBN: 0-316-80722-2	1990
1660	5/20/2025	Miracles on Maple Hill	Sorensen, Virginia Eggertsen,	ISBN: 0-15-660440-X (pbk.)	1988
1661	5/20/2025	More night frights : thirteen scary	Stamper, Judith Bauer.	LCCN: 94-152958	1993
1662	5/20/2025	My robot buddy	Slote, Alfred.	ISBN: 0-06-440165-0 (pbk.)	1986
1663	5/20/2025	My trip to Alpha I	Slote, Alfred.	ISBN: 0-06-440166-9 (pbk.)	1986
1664	5/20/2025	Night frights : thirteen scary storie	Stamper, Judith Bauer.	LCCN: 94-152958	1993
1665	5/20/2025	Omega Station	Slote, Alfred.	ISBN: 0-06-440167-7	1986
1666	5/20/2025	Picklemania	Spinelli, Jerry.	ISBN: 0-590-45447-1	1993
1667	5/20/2025	Rabbit ears	Slote, Alfred.	ISBN: 0-397-31988-6	1982
1668	5/20/2025	Red dog	Wallace, Bill, 1947-	ISBN: 0-671-70141-X	1988
1669	5/20/2025	Sammy Keyes and the hotel thief	Van Draanen, Wendelin .	ISBN: 0-679-98839-4	1998
1670	5/20/2025	School daze : Who ran my underw	Spinelli, Jerry.	ISBN: 0-590-44401-8	1991
1671	5/20/2025	School of wizardry	Doyle, Debra, 1952-	ISBN: 0-8167-1826-1 (lib. b	2000
1672	5/20/2025	Scream Around the Campfire : Gra	Stone, Tom B.	ISBN: 0-553-48536-9	1998
1673	5/20/2025	The sign of the beaver	Speare, Elizabeth George.	ISBN: 1-55736-037-5 (lg. p)	1988
1674	5/20/2025	The Skeleton on the Skateboard : G	Stone, Tom B.	ISBN: 0-553-48224-6	1994
1675	5/20/2025	The Skeleton's Revenge : Graveyard	Stone, Tom B.	ISBN: 0-553-48524-5	
1676	5/20/2025	Slime Lake : Graveyard School #7.	Stone, Tom B.	ISBN: 0-553-48333-1	1995
1677	5/20/2025	Snot stew	Wallace, Bill, 1947-	ISBN: 0-671-69335-2	1990
1678	5/20/2025	Space Dog and Roy	Standiford, Natalie.	ISBN: 0-679-98903-X (lib. b	1998
1679	5/20/2025	Space Dog and the pet show	Standiford, Natalie.	ISBN: 0-679-98904-8	1998
1680	5/20/2025	Space Dog in trouble	Standiford, Natalie.	ISBN: 0-679-88905-1 (pbk.)	1999
1681	5/20/2025	Space Dog the hero	Standiford, Natalie.	ISBN: 0-679-98906-4 (lib. b	1999
1682	5/20/2025	The Spider Beside Her : Graveyard	Stone, Tom B.	ISBN: 0-553-48552-0	1999
1683	5/20/2025	A summer life	Soto, Gary.	ISBN: 0-440-21024-0 (pbk.)	1991
1684	5/20/2025	Taking sides	Soto, Gary.	ISBN: 0-15-284076-1	1991
1685	5/20/2025	Tale of the missing mascot	Steele, Alexander.	ISBN: 1-57064-283-4 (pbk.)	1998
1686	5/20/2025	Tales Too Scary To Tell At Camp : G	Stone, Tom B.	ISBN: 0-553-48489-3	
1687	5/20/2025	A taste of blackberries	Smith, Doris Buchanan.	ISBN: 0-590-33784-X	1973
1688	5/20/2025	That Furball Puppy and Me.	Wallace, Carol and Bill Walla	ISBN: 0-7434-1029-7	1999
1689	5/20/2025	There's a girl in my hammerlock	Spinelli, Jerry	ISBN: 0-671-74684-7 (hc)	1991
1690	5/20/2025	Totally disgusting!	Wallace, Bill, 1947-	ISBN: 0-8234-0873-6	1991
1691	5/20/2025	Tournament and tower	Doyle, Debra, 1952-	ISBN: 0-8167-1828-8 (lib. b	1990
1692	5/20/2025	The trading game	Slote, Alfred.	ISBN: 0-397-32397-2	1990

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1693	5/20/2025	Treasure Island	Norby, Lisa.	ISBN: 0-679-80402-1	1990
1694	5/20/2025	Treasure Island	Norby, Lisa.	ISBN: 0-679-80402-1	1990
1695	5/20/2025	The trouble on Janus	Slote, Alfred.	ISBN: 0-397-32158-9	1985
1696	5/20/2025	The trouble on Janus	Slote, Alfred.	ISBN: 0-397-32158-9	1985
1697	5/20/2025	Upchuck and the Rotten Willy	Wallace, Bill, 1947-	ISBN: 0-671-01769-1	1998
1698	5/20/2025	The Velvet Room	Snyder, Zilpha Keatley.	LCCN: 65-10474	1965
1699	5/20/2025	The war with Grandpa	Smith, Robert Kimmel,1930-	ISBN: 0-440-49276-9	1984
1700	5/20/2025	Who put that hair in my toothbru	Spinelli, Jerry.	ISBN: 0-316-80712-5	1984
1701	5/20/2025	The witches of Worm	Snyder, Zilpha Keatley.	ISBN: 0-440-49727-2	2005
1702	5/20/2025	The witches of Worm	Snyder, Zilpha Keatley.	ISBN: 0-440-49727-2	2005
1703	5/20/2025	The witches of Worm	Snyder, Zilpha Keatley.	ISBN: 0-440-49727-2	2005
1704	5/19/2025	The case of the eyeball surprise	Saunders, Susan.	ISBN: 0-06-442071-X (pbk.)	1998
1705	5/19/2025	The chilling tale of Crescent Pond	Saunders, Susan.	ISBN: 0-06-442072-8	1998
1706	5/19/2025	The creature double feature	Saunders, Susan.	ISBN: 0-06-442073-6 (pbk.)	1998
1707	5/19/2025	The creepy camp-out	Saunders, Susan.	ISBN: 0-06-442074-4 (pbk.)	1998
1708	5/19/2025	The curse of the cat mummy	Saunders, Susan.	ISBN: 0-06-442037-X (pbk.)	1997
1709	5/19/2025	The curse of the cat mummy	Saunders, Susan.	ISBN: 0-06-442037-X (pbk.)	1997
1710	5/19/2025	The ghost of Spirit Lake	Saunders, Susan.	ISBN: 0-06-442064-7 (pbk.)	1997
1711	5/19/2025	The haunted skateboard	Saunders, Susan.	ISBN: 0-06-442036-1 (pbk.)	1996
1712	5/19/2025	The revenge of the pirate ghost	Saunders, Susan.	ISBN: 0-06-442065-5	1997
1713	5/14/2025	The abominable snowman of Pasa	Stine, R L.	ISBN: 0-590-56875-2 (pbk.)	1995
1714	5/14/2025	Aliens don't carve jack-o'-lanterns	Dadey, Debbie.	ISBN: 0-439-40831-8	2002
1715	5/14/2025	Aliens don't wear braces : by Debb	Dadey, Debbie.	ISBN: 0-590-47070-1 (reg. b	1993
1716	5/14/2025	Angels don't know karate	Dadey, Debbie.	ISBN: 0-590-84902-6 (reg. b	1996
1717	5/14/2025	Arthur and the big blow-up	Krensky, Stephen.	ISBN: 0-316-12129-0 (hc)	2000
1718	5/14/2025	Arthur and the comet crisis	Krensky, Stephen.	ISBN: 0-316-12199-1	2002
1719	5/14/2025	Arthur and the cootie-catcher	Krensky, Stephen.	ISBN: 0-316-11993-8 (hc)	1999
1720	5/14/2025	Arthur and the Crunch Cereal Con	Brown, Marc.	ISBN: 0-316-11552-5	
1721	5/14/2025	Arthur and the Crunch Cereal Con	Brown, Marc.	ISBN: 0-316-11552-5	
1722	5/14/2025	Arthur and the lost diary	Krensky, Stephen.	ISBN: 0-316-11573-8 (hc)	1998
1723	5/14/2025	Arthur and the no-brainer	Krensky, Stephen.	ISBN: 0-316-12132-0	2002
1724	5/14/2025	Arthur and the perfect brother	Krensky, Stephen.	ISBN: 0-316-12163-0 (hc.)	2000
1725	5/14/2025	Arthur and the poetry contest	Krensky, Stephen.	ISBN: 0-316-12295-5	1999
1726	5/14/2025	Arthur and the race to read	Krensky, Stephen.	ISBN: 0-316-12024-3	2001
1727	5/14/2025	Arthur and the Scare-Your-Pants-C	Krensky, Stephen.	ISBN: 0-316-11548-7	1998
1728	5/14/2025	Arthur and the Scare-Your-Pants-C	Krensky, Stephen.	ISBN: 0-316-11548-7	1998
1729	5/14/2025	Arthur and the seventh inning stre	Krensky, Stephen.	ISBN: 0-316-11861-3	2001
1730	5/14/2025	Arthur makes the team.	Brown, Marc Tolon.	ISBN: 0-316-11550-9	1998
1731	5/14/2025	Arthur rocks with Binky	Krensky, Stephen.	ISBN: 0-316-11542-8 (hc)	1998
1732	5/14/2025	Arthur's Mystery Envelope : Chapt	Brown, Marc.	ISBN: 0-316-11546-0	
1733	5/14/2025	Arthur's Mystery Envelope : Chapt	Brown, Marc.	ISBN: 0-316-11546-0	
1734	5/14/2025	Attack of the jack-o'-lanterns	Stine, R.L.	ISBN: 0-590-56885-X (pbk.)	1996
1735	5/14/2025	Attack of the mutant	Stine, R. L.	ISBN: 0-590-48355-2 (hard	1994
1736	5/14/2025	The Bailey School Kids Joke Book :	Dadey, Debbie.	ISBN: 0-590-99552-9 (lib)	1997
1737	5/14/2025	Be careful what you wish for	Stine, R. L.	ISBN: 0-590-49447-3 (pbk.)	1993
1738	5/14/2025	The beast from the east	Stine, R. L.	ISBN: 0-590-56880-9 (pbk.)	1996
1739	5/14/2025	Binky rules	Krensky, Stephen.	ISBN: 0-316-12193-2	2000

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1740	5/14/2025	Body Switchers From Outer Space	Stine, R.L.	ISBN: 0-671-00186-8	1996
1741	5/14/2025	Body Switchers From Outer Space	Stine, R.L.	ISBN: 0-671-00186-8	1996
1742	5/14/2025	Bogeymen don't play football	Dadey, Debbie.	ISBN: 0-590-25701-3 (pbk.	1997
1743	5/14/2025	The Bride of Frankenstein doesn't	Dadey, Debbie.	ISBN: 0-439-04400-6	2000
1744	5/14/2025	Buster Baxter, cat saver	Krensky, Stephen.	ISBN: 0-316-12220-3	2000
1745	5/14/2025	Buster Baxter, cat saver	Krensky, Stephen.	ISBN: 0-316-12220-3	2000
1746	5/14/2025	Buster makes the grade	Krensky, Stephen.	ISBN: 0-316-11960-1	1999
1747	5/14/2025	Buster makes the grade	Krensky, Stephen.	ISBN: 0-316-11960-1	1999
1748	5/14/2025	Buster's Dino Dilemma : A Marc Br	Brown, Marc.	ISBN: 0-316-11559-2	
1749	5/14/2025	Buster's Dino Dilemma : A Marc Br	Brown, Marc.	ISBN: 0-316-11559-2	
1750	5/14/2025	Buster's new friend	Krensky, Stephen.	ISBN: 0-316-12307-2	2000
1751	5/14/2025	The cuckoo clock of doom	Stine, R. L.	ISBN: 0-590-48352-8	1995
1752	5/14/2025	Cupid doesn't flip hamburgers	Dadey, Debbie.	ISBN: 0-590-48114-2 (pbk.	1995
1753	5/14/2025	Cyclops Doesn't Roller Skate.	Dadey, Debbie and Marcia Th	ISBN: 0-590-84886-0 (//03	1996
1754	5/14/2025	Cyclops Doesn't Roller Skate.	Dadey, Debbie and Marcia Th	ISBN: 0-590-84886-0 (//03	1996
1755	5/14/2025	Dear Diary, I'm dead	Stine, R. L.	ISBN: 0-06-440903-1 (pbk.	2000
1756	5/14/2025	Deep in the jungle of doom	Stine, R L.	ISBN: 0-590-84768-6 (pbk.	1996
1757	5/14/2025	Don't go to sleep	Stine, R. L.	ISBN: 0-590-56891-4 (pbk.	1997
1758	5/14/2025	Double Trouble Monsters.	Dadey, Debbie and Marcia Th	ISBN: 0-439-05870-8	1999
1759	5/14/2025	Dracula doesn't rock and roll	Dadey, Debbie.	ISBN: 0-439-04399-9	1999
1760	5/14/2025	Dragons don't cook pizza	Dadey, Debbie.	ISBN: 0-590-84904-2 (reg.	1997
1761	5/14/2025	Elves don't wear hard hats	Dadey, Debbie.	ISBN: 0-590-22637-1 (pbk.	1995
1762	5/14/2025	Escape from Camp Run-for-your-li	Stine, R. L.	ISBN: 0-590-93489-9	1997
1763	5/14/2025	Francine, believe it or not	Krensky, Stephen.	ISBN: 0-316-12011-1 (hc)	1999
1764	5/14/2025	Francine the superstar	Krensky, Stephen.	ISBN: 0-316-12227-0	2000
1765	5/14/2025	Frankenstein Doesn't Plant Petuni	Dadey, Debbie and Jones, Ma	ISBN: 0-590-47071-X	
1766	5/14/2025	Fright Knight : Ghosts of Fear Stree	Stine, R. L.	ISBN: 0-671-52947-1	1996
1767	5/14/2025	Gargoyles don't drive school buses	Dadey, Debbie.	ISBN: 0-590-50961-6 (pbk.	1996
1768	5/14/2025	Genies don't ride bicycles	Dadey, Debbie.	ISBN: 0-590-47297-6 (pbk.	1993
1769	5/14/2025	The Ghost Next Door	Stine, R L.	ISBN: 0-590-49445-7 (pbk.	1993
1770	5/14/2025	Ghosts don't eat potato chips	Dadey, Debbie.	ISBN: 0-590-45854-X (reg.	1992
1771	5/14/2025	Ghosts don't ride wild horses	Dadey, Debbie.	ISBN: 0-439-21584-6	2000
1772	5/14/2025	Giants don't go snowboarding	Dadey, Debbie.	ISBN: 0-590-18983-2	1998
1773	5/14/2025	The girl who cried monster	Stine, R. L.	ISBN: 0-8368-1980-2 (lib. b	1997
1774	5/14/2025	Go Eat Worms!	Stine, R.L.	ISBN: 0-590-47743-9 (pbk.	1994
1775	5/14/2025	Goblins don't play video games	Dadey, Debbie.	ISBN: 0-439-04397-2	1999
1776	5/14/2025	Gremlins don't chew bubble gum	Dadey, Debbie.	ISBN: 0-590-48115-0 (reg.	1995
1777	5/14/2025	Happy boo day	Jones, Marcia (Marcia Thornt	ISBN: 0-439-15009-4 (pbk.	2000
1778	5/14/2025	The Hauntly's Hairy Suprise.	Dadey, Debbie and Jones, Ma	ISBN: 0-590-04302-1	
1779	5/14/2025	The Headless Ghost	Stine, R L.	ISBN: 0-590-56874-4 (pbk.	1995
1780	5/14/2025	Hercules doesn't pull teeth	Dadey, Debbie.	ISBN: 0-590-25809-5	1998
1781	5/14/2025	Hide and Shriek : Ghosts of Fear St	Stine, R. L.	ISBN: 0-671-52941-2	1995
1782	5/14/2025	Hide and Shriek : Ghosts of Fear St	Stine, R. L.	ISBN: 0-671-52941-2	1995
1783	5/14/2025	Horrible Harry and the Drop of Do	Kline, Suzy.	ISBN: 0-670-85849-8 (hc)	1998
1784	5/14/2025	Horrible Harry and the Purple Peo	Kline, Suzy.	ISBN: 0-14-038223-2	1997
1785	5/14/2025	Horrible Harry at Halloween	Kline, Suzy.	ISBN: 0-14-130675-0 (reg.	2000
1786	5/14/2025	Horrible Harry at Halloween	Kline, Suzy.	ISBN: 0-14-130675-0 (reg.	2000

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1787	5/14/2025	Horrible Harry goes to the moon	Kline, Suzy.	ISBN: 0-14-130674-2 (reg. b	2000
1788	5/14/2025	Horrible Harry moves up to third g	Kline, Suzy.	ISBN: 0-670-87873-1	1998
1789	5/14/2025	Howling At the Hauntly's : The Bail	Jones, Marcia Thornton and D	ISBN: 0-590-10845-X	
1790	5/14/2025	I live in your basement	Stine, R. L.	ISBN: 0-590-39986-1 (pbk.)	1997
1791	5/14/2025	Into the Jaws of Doom : Give yours	Stine, R. L.	ISBN: 0-590-39777-X	1998
1792	5/14/2025	Invasion of the body squeezers : pa	Stine, R. L.	ISBN: 0-590-39991-8	1998
1793	5/14/2025	It Came from Beneath the Sink	Stine, R L.	ISBN: 0-590-48348-X (pbk.)	1995
1794	5/14/2025	It came from Ohio! : My life as a wr	Stine, R. L.	ISBN: 0-590-93944-0	1997
1795	5/14/2025	It came from Ohio! : My life as a wr	Stine, R. L.	ISBN: 0-590-93944-0	1997
1796	5/14/2025	Kilmer's Pet Monster.	Dadey, Debbie and Jones, Ma	ISBN: 0-590-10847-6	
1797	5/14/2025	King Arthur	Krensky, Stephen.	ISBN: 0-316-12178-9	1999
1798	5/14/2025	King Arthur	Krensky, Stephen.	ISBN: 0-316-12178-9	1999
1799	5/14/2025	Knights don't teach piano	Dadey, Debbie.	ISBN: 0-590-25804-4 (reg. b	1998
1800	5/14/2025	Legend of the lost legend	Stine, R. L.	LCCN: 2003-586087	1996
1801	5/14/2025	Leprechauns don't play basketball	Dadey, Debbie.	ISBN: 0-590-44822-6 (reg. b	1992
1802	5/14/2025	Let's get invisible!	Stine, R. L.	ISBN: 0-8368-1978-0 (lib.)	1997
1803	5/14/2025	Little comic shop of horrors	Stine, R. L.	ISBN: 0-590-93483-X (pbk.)	1997
1804	5/14/2025	The Littles.	Peterson, John	ISBN: 0-590-32006-8 (//05	1967
1805	5/14/2025	The Littles.	Peterson, John	ISBN: 0-590-32006-8 (//05	1967
1806	5/14/2025	The Littles.	Peterson, John	ISBN: 0-590-32006-8 (//05	1967
1807	5/14/2025	The Littles.	Peterson, John	ISBN: 0-590-32006-8 (//05	1967
1808	5/14/2025	The Littles and the Big Storm	Peterson, John	ISBN: 0-590-32010-6	1979
1809	5/14/2025	The Littles and the great Hallowee	Peterson, John.	ISBN: 0-590-42235-9 (pbk.)	1975
1810	5/14/2025	The Littles and the lost children.	Peterson, John.	ISBN: 0-590-43026-2	
1811	5/14/2025	The Littles and the Trash Tinies.	Peterson, John		1977
1812	5/14/2025	The Littles Give a Party.	Peterson, John	ISBN: 0-590-06199-2	1972
1813	5/14/2025	The Littles Go Exploring	Peterson, John	ISBN: 0-590-32005-X	1978
1814	5/14/2025	The Littles Go to School : The Littl	Peterson, John	ISBN: 0-590-42129-8	
1815	5/14/2025	The Littles Have a Wedding.	Peterson, John	ISBN: 0-590-32009-2	1971
1816	5/14/2025	The Littles Take a Trip	Peterson, John	ISBN: 0-590-02563-5	1968
1817	5/14/2025	The Littles to the rescue.	Peterson, John.	ISBN: 0-590-46223-7	1968
1818	5/14/2025	Locked in the Library! : A Marc Bro	Brown, Marc.	ISBN: 0-316-11557-6	
1819	5/14/2025	Locked in the Library! : A Marc Bro	Brown, Marc.	ISBN: 0-316-11557-6	
1820	5/14/2025	Locker 13	Stine, R. L.	ISBN: 0-06-440900-7 (pbk.)	2000
1821	5/14/2025	The magic school bus and the elec	Cole, Joanna.	ISBN: 0-590-44683-5 (pbk.)	1997
1822	5/14/2025	The magic school bus and the elec	Cole, Joanna.	ISBN: 0-590-44683-5 (pbk.)	1997
1823	5/14/2025	The Magic School Bus and the scie	Cole, Joanna.	ISBN: 0-590-10824-7	2006
1824	5/14/2025	The magic school bus at the water	Cole, Joanna.	ISBN: 0-590-40361-3	1986
1825	5/14/2025	The magic school bus butterfly and	Krulik, Nancy E.	ISBN: 0-590-50834-2	1996
1826	5/14/2025	The magic school bus gets all dried		ISBN: 0-590-50831-8 (pbk.)	1996
1827	5/14/2025	The magic school bus Going Batty	Krulik, Nancy E.	ISBN: 0-590-73872-0	1996
1828	5/14/2025	The magic school bus in the time c	Cole, Joanna.	ISBN: 0-590-44689-4	1994
1829	5/14/2025	The magic school bus Inside a Beel	Cole, Joanna.	ISBN: 0-590-44684-3	1996
1830	5/14/2025	The magic school bus inside a hurr	Cole, Joanna.	ISBN: 0-590-44686-X (lib.)	1995
1831	5/14/2025	The magic school bus : inside the B	Cole, Joanna.	ISBN: 0-590-40759-7	1987
1832	5/14/2025	The magic school bus inside the hu	Cole, Joanna.	ISBN: 0-590-41427-5	1989
1833	5/14/2025	The magic school bus, lost in the s	Cole, Joanna.	ISBN: 0-590-41428-3 (lib. b	1990

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1834	5/14/2025	The magic school bus on the ocear	Cole, Joanna.	ISBN: 0-590-41431-3	1992
1835	5/14/2025	The magic school bus taking flight	Cole, Joanna.	ISBN: 0-590-73871-2	1997
1836	5/14/2025	The magic school bus wet all over	Relf, Patricia.	ISBN: 0-590-50833-4	1996
1837	5/14/2025	Martians don't take temperatures	Dadey, Debbie.	ISBN: 0-590-50960-8 (reg. b	1996
1838	5/14/2025	Mermaids Don't Run Track	Dadey, Debbie	ISBN: 0-613-01985-7	1997
1839	5/14/2025	Monster blood	Stine, R. L.	ISBN: 0-8368-1975-6 (lib. b	1997
1840	5/14/2025	Monster blood	Stine, R. L.	ISBN: 0-8368-1975-6 (lib. b	1997
1841	5/14/2025	Monster blood II	Stine, R. L.	ISBN: 0-590-47740-4	1994
1842	5/14/2025	Monsters don't scuba dive	Dadey, Debbie.	ISBN: 0-590-22635-5 (reg. b	1995
1843	5/14/2025	Mrs. Jeepers in outer space	Dadey, Debbie.	ISBN: 0-439-04396-4 (pbk.)	1999
1844	5/14/2025	Muffy's secret admirer	Krensky, Stephen.	ISBN: 0-316-12017-0 (hard	1999
1845	5/14/2025	Mummies Don't Coach Softball : A	Dadey, Debbie Jones, Marcia	ISBN: 0-590-22639-8	
1846	5/14/2025	The mystery of the stolen bike	Krensky, Stephen; Brown, Ma	ISBN: 0-316-11570-3 (hc)	1998
1847	5/14/2025	The Mystery of the Stolen Bike : A I	Brown, Marc.	ISBN: 0-316-11570-3	
1848	5/14/2025	Night of the living dummy II	Stine, R. L.	ISBN: 0-590-48349-8 (pbk.)	1995
1849	5/14/2025	Ninjas don't bake pumpkin pies	Dadey, Debbie.	ISBN: 0-439-04398-0 (reg. b	1999
1850	5/14/2025	Phantom of the auditorium	Stine, R L.	ISBN: 0-590-48354-4 (pbk.)	1994
1851	5/14/2025	Phantoms don't drive sports cars	Dadey, Debbie.	ISBN: 0-590-18982-4 (pbk.)	1998
1852	5/14/2025	Pirates don't wear pink sunglasses	Dadey, Debbie.	ISBN: 0-590-47298-4	1994
1853	5/14/2025	Return of the mummy	Stine, R. L.	ISBN: 0-590-47745-5	1994
1854	5/14/2025	Robots Don't Catch Chicken Pox :	Dadey, Debbie and Jones, Ma	ISBN: 0-439-21582-X	
1855	5/14/2025	Santa Claus doesn't mop floors	Dadey, Debbie.	ISBN: 0-590-44477-8 (pbk.)	1991
1856	5/14/2025	The scarecrow walks at midnight	Stine, R. L.	ISBN: 0-590-47742-0 (pbk.)	1994
1857	5/14/2025	Scholastic's The magic school bus	Beech, Linda.	ISBN: 0-590-22295-3	1995
1858	5/14/2025	Scholastic's The magic school bus	Relf, Patricia.	ISBN: 0-590-48414-1	1996
1859	5/14/2025	Scholastic's The magic school bus	Relf, Patricia.	ISBN: 0-590-48413-3	1995
1860	5/14/2025	Scholastic's The magic school bus	Beech, Linda.	ISBN: 0-590-48412-5	1995
1861	5/14/2025	Scholastic's The magic school bus	Beech, Linda.	ISBN: 0-590-40023-1	1995
1862	5/14/2025	Scholastic's The magic school bus	Mason, Jane B.	ISBN: 0-590-92158-4 (pbk.)	1997
1863	5/14/2025	Scream of the Evil Genie : Reader E	Stine, R.L.	ISBN: 0-590-84773-2	
1864	5/14/2025	Sea monsters don't ride motorcyc	Dadey, Debbie.	ISBN: 0-439-04401-4 (reg. b	2000
1865	5/14/2025	Sea serpents don't juggle water ba	Dadey, Debbie.	ISBN: 0-439-36805-7	2002
1866	5/14/2025	The search for the missing bones	Moore, Eva.	ISBN: 0-439-10799-7 (pbk.)	1999
1867	5/14/2025	Secret Agent Grandma : Goosebun	Stine, R.L.	ISBN: 0-590-84775-9	
1868	5/14/2025	A shocker on Shock Street	Stine, R. L.	ISBN: 0-590-48340-4	1995
1869	5/14/2025	Shop Till You drop...Dead : Give yc	Stine, R. L.	ISBN: 0-590-39776-1	1998
1870	5/14/2025	Skeletons don't play tubas	Dadey, Debbie.	ISBN: 0-590-48113-4 (pbk.)	1994
1871	5/14/2025	Snow monster mystery	Jones, Marcia (Marcia Thornt	ISBN: 0-439-05873-2 (pbk.)	1999
1872	5/14/2025	Spooky Spells : The Bailey City Mo	Jones, Marcia Thornton and D	ISBN: 0-439-05871-6	
1873	5/14/2025	Stay out of the basement	Stine, R. L.	ISBN: 0-8368-1974-8 (lib. b	1997
1874	5/14/2025	Stay out of the basement	Stine, R. L.	ISBN: 0-8368-1974-8 (lib. b	1997
1875	5/14/2025	Stuart at the fun house	Hill, Susan, 1942-	ISBN: 0-06-029539-2	2001
1876	5/14/2025	Stuart sets sail	Hill, Susan, 1942-	ISBN: 0-06-029537-6	2001
1877	5/14/2025	Trolls don't ride roller coasters	Dadey, Debbie.	ISBN: 0-590-18985-9 (pbk.)	1999
1878	5/14/2025	Vampire baby	Jones, Marcia (Marcia Thornt	ISBN: 0-439-05872-4 (pbk.)	1999
1879	5/14/2025	Vampire Breath	Stine, R L.	ISBN: 0-590-56886-8 (pbk.)	1996
1880	5/14/2025	Vampire Troubles.	Dadey, Debbie and Jones, Ma	ISBN: 0-590-10846-8	

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1881	5/14/2025	Vampires don't wear polka dots	Dadey, Debbie.	ISBN: 0-590-43411-X	1990
1882	5/14/2025	Vikings don't wear wrestling belts	Dadey, Debbie.	ISBN: 0-439-21583-8	2001
1883	5/14/2025	Welcome to Camp Nightmare.	Stine, R.L.		1993
1884	5/14/2025	Werewolves don't go to summer c	Dadey, Debbie.	ISBN: 0-590-44061-6 (pbk.)	1991
1885	5/14/2025	Who's Been Sleeping in My Grave.	Stine, R. L.	ISBN: 0-671-52942-0	
1886	5/14/2025	Who's in Love with Arthur? : A Ma	Brown, Marc.	ISBN: 0-316-11539-8	
1887	5/14/2025	Why I'm afraid of bees	Stine, R. L.	ISBN: 0-590-47739-0	1994
1888	5/14/2025	Witches don't do backflips	Dadey, Debbie.	ISBN: 0-590-48112-6 (pbk.)	1994
1889	5/14/2025	Wizards don't need computers	Dadey, Debbie.	ISBN: 0-590-50962-4 (pbk.)	1996
1890	5/14/2025	Wizards don't wear graduation go	Dadey, Debbie.	ISBN: 0-439-36803-0	2002
1891	5/14/2025	Wizards don't wear graduation go	Dadey, Debbie.	ISBN: 0-439-36803-0	2002
1892	5/14/2025	Wolfmen don't hula dance	Dadey, Debbie.	ISBN: 0-590-18986-7 (pbk.)	1999
1893	5/14/2025	Zombies don't play soccer	Dadey, Debbie.	ISBN: 0-590-22636-3	1995
1894	5/13/2025	Across five Aprils	Hunt, Irene.	ISBN: 0-448-04798-5	1965
1895	5/13/2025	Alice Whipple, Fifth-Grade Detect	Adams, Laurie	ISBN: 0-553-15485-0	1987
1896	5/13/2025	The all new Jonah Twist	Honeycutt, Natalie.	ISBN: 0-380-70317-3	1986
1897	5/13/2025	An almost perfect game	Manes, Stephen, 1949-	ISBN: 0-590-44432-8	1995
1898	5/13/2025	Be a perfect person in just three da	Manes, Stephen,1949-	ISBN: 0-440-41349-4	1996
1899	5/13/2025	The Bobbsey Twins of Lakeport : Th	Hope, Laura Lee.	ISBN: 0-448-09071-6	1989
1900	5/13/2025	Book of Names	Peel, John, 1954-	ISBN: 0-7387-0617-5	2004
1901	5/13/2025	Brave pig	Corey, Shana.	ISBN: 0-375-80204-5 (trade	1999
1902	5/13/2025	Calico bush	Field, Rachel, 1894-1942.	ISBN: 0-02-734620-X	1966
1903	5/13/2025	The Camp Fire Mystery : The Bobbs	Hope, Laura Lee.	ISBN: 0-671-43373-3	1982
1904	5/13/2025	The Case of the Close Encounter : T	Hope, Laura Lee.	ISBN: 0-671-62656-6	1988
1905	5/13/2025	The Case of the Goofy Game Show	Hope, Laura Lee.		1991
1906	5/13/2025	Chocolate-covered ants	Manes, Stephen, 1949-	ISBN: 0-590-40960-3	1990
1907	5/13/2025	Dark horse	Doty, Jean Slaughter, 1924-	ISBN: 0-688-01703-7	1983
1908	5/13/2025	Disney's Hercules	Dubowski, Cathy East.	ISBN: 0-7868-4114-1 (pbk.)	1997
1909	5/13/2025	Disney's The Little Mermaid.	Carr, Jan	ISBN: 0-590-42988-4	1989
1910	5/13/2025	Double Trouble : The Bobbsey Twi	Hope, Laura Lee.	ISBN: 0-671-43585-X	1982
1911	5/13/2025	Garfield and the wicked Wizard	Davis, Jim	ISBN: 0-8167-6945-1	2000
1912	5/13/2025	The Ghost on the Computer : The E	Hope, Laura Lee.	ISBN: 0-671-43591-4	1984
1913	5/13/2025	Guardians of the galaxy.		ISBN: 978-0-7851-9050-9	
1914	5/13/2025	Home, Stinky Home.	Lagonegro, Melissa	ISBN: 0-7364-2240-4	2004
1915	5/13/2025	The Hooples's horrible holiday	Manes, Stephen, 1949-	ISBN: 0-380-89740-7 (pbk.)	1986
1916	5/13/2025	The hundred and one Dalmatians	Smith, Dodie, 1896-	ISBN: 0-440-84029-5	1989
1917	5/13/2025	I am Leaper	Johnson, Annabel, 1921-	ISBN: 0-590-43400-4 (:// 0	1990
1918	5/13/2025	Jacob Two-Two and the dinosaur	Richler, Mordecai, 1931-200	ISBN: 0-394-88704-2	1987
1919	5/13/2025	Jango Fett, bounty hunter	Arnold, Eric.	ISBN: 0-375-81464-7	2002
1920	5/13/2025	The Jungle Book : Walt Disney's cla	Disney.		1990
1921	5/13/2025	Justice League, A golden Opportur	Teitelbaum, Michael.	ISBN: 0-553-48779-5	2003
1922	5/13/2025	The kite fighters	Park, Linda Sue.	ISBN: 0-395-94041-9	2000
1923	5/13/2025	Koi's python	Moore, Miriam.	ISBN: 0-7868-1227-3	1998
1924	5/13/2025	The last slice of rainbow and other	Aiken, Joan, 1924-	ISBN: 0-06-020042-1	1990
1925	5/13/2025	Lion and lamb	Brenner, Barbara.	ISBN: 0-553-05829-0	1989
1926	5/13/2025	The lost	Peel, John, 1954-	ISBN: 0-8125-9067-8 (pbk.)	1997
1927	5/13/2025	Make four million dollar$ by next	Manes, Stephen.	ISBN: 0-440-41370-2	1991

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1928	5/13/2025	The monster in the third dresser d	Smith, Janice Lee, 1949-	ISBN: 0-06-025734-2	1981
1929	5/13/2025	The Monster Mouse Mystery : The	Hope, Laura Lee.	ISBN: 0-671-69295-X	1991
1930	5/13/2025	The most wonderful doll in the wo	McGinley, Phyllis, 1905-1978	LCCN: 50-12175	1950
1931	5/13/2025	Mystery on the Mississippi : The N		ISBN: 0-671-62657-4	1988
1932	5/13/2025	Parade day	Cristaldi, Kathryn.	ISBN: 0-7868-4106-0	1997
1933	5/13/2025	Park's quest	Paterson, Katherine.	ISBN: 0-440-84067-8	1989
1934	5/13/2025	The Rescuers Down Under : Walt D	A.L. Singer.	ISBN: 0-590-44365-8	1990
1935	5/13/2025	S is for space.	Bradbury, Ray, 1920-	LCCN: AC 66-10379	1966
1936	5/13/2025	Say cheese, Medusa!	McMullan, Kate.	ISBN: 978-1-43422998-4 (l	2012
1937	5/13/2025	Secret in the Pirates' Cave : The Bo	Hope, Laura Lee.	ISBN: 0-671-41113-6	1980
1938	5/13/2025	The shadow guests	Aiken, Joan, 1924-	ISBN: 0-440-48226-7	1986
1939	5/13/2025	S.O.R. losers	Avi,1937-	ISBN: 0-380-69993-1	1986
1940	5/13/2025	Spider Kane and the mystery at Ju	Osborne, Mary Pope.	ISBN: 0-679-80856-6	1993
1941	5/13/2025	Star Wars. Anakin: Apprentice	Cerasini, Marc A., 1952-	ISBN: 0-375-81463-9	2002
1942	5/13/2025	Star Wars, Episode I. Anakin to the	Venn, Cecilia.	ISBN: 0-375-80001-8 (trade	1999
1943	5/13/2025	Star wars, episode I, Anakin's race	Alfonsi, Alice.	ISBN: 0-375-80027-1	1999
1944	5/13/2025	Star Wars, Episode I. Dangers of th	Thomas, Jim K., 1970-	ISBN: 0-375-80002-6 (trade	1999
1945	5/13/2025	Star Wars Episode I: Darth Maul's	Arnold, Eric.	ISBN: 0-375-80432-3 (lib.)	2000
1946	5/13/2025	Stone Fox	Gardiner, John Reynolds.	ISBN: 978-0-06-440132-6	2003
1947	5/13/2025	The Super Duper Cookie-Caper : Th	Hope, Laura Lee.	ISBN: 0-671-69294-1	1991
1948	5/13/2025	Sweetgrass	Hudson, Jan,1954-	ISBN: 0-590-43486-1	1991
1949	5/13/2025	Thunder Ice.	Acheson, Alison.	ISBN: 1-55050-105-4	2000
1950	5/13/2025	Thunder rolling in the mountains	O'Dell, Scott, 1898-1989.	ISBN: 0-440-40879-2	1993
1951	5/13/2025	Top secret	Gardiner, John Reynolds.	ISBN: 0-316-30363-1	1984
1952	5/13/2025	Top secret	Gardiner, John Reynolds.	ISBN: 0-316-30363-1	1984
1953	5/13/2025	Toy Story.	Dubowski, Cathy East.	ISBN: 0-7868-4056-0	1995
1954	5/13/2025	Walt Disney's Classic Lady and the	Carr, Jan.	ISBN: 0-590-41450-X	1987
1955	5/13/2025	The witchcraft of Salem village	Jackson, Shirley, 1916-1965.	ISBN: 0-394-90369-2 (lib. b	1987
1956	5/13/2025	You be the jury : courtroom II	Miller, Marvin.	ISBN: 0-590-41885-8	1989
1957	5/13/2025	The Zanti Misfits : The Outer Limits	Peel, John	ISBN: 0-8125-9063-5	1997
1958	5/9/2025	The case of the black-hooded hang	Erickson, John R., 1943-	ISBN: 0-14-130400-6 (alk. p	1999
1959	5/9/2025	The case of the car-barkaholic dog	Erickson, John R., 1943-	ISBN: 0-14-130393-X (alk. p	1999
1960	5/9/2025	The case of the double bumblebee	Erickson, John R., 1943-	ISBN: 0-14-130398-0 (alk. p	1999
1961	5/9/2025	The case of the fiddle-playing fox	Erickson, John R., 1943-	ISBN: 0-14-130388-3 (pbk.)	1999
1962	5/9/2025	The case of the Halloween ghost	Erickson, John R., 1943-	ISBN: 0-14-130385-9 (pbk.)	1999
1963	5/9/2025	The case of the haystack kitties	Erickson, John R., 1943-	ISBN: 0-14-130406-5 (pbk.	1999
1964	5/9/2025	The case of the hooking bull	Erickson, John R., 1943-	ISBN: 0-14-130394-8 (alk. p	1999
1965	5/9/2025	The case of the kidnapped collie	Erickson, John R., 1943-	ISBN: 0-14-130402-2 (pbk.	1999
1966	5/9/2025	The case of the measled cowboy	Erickson, John R., 1943-	ISBN: 0-670-88489-8 (Vikin	1999
1967	5/9/2025	The case of the midnight rustler	Erickson, John R., 1943-	ISBN: 0-14-130395-6 (alk. p	1999
1968	5/9/2025	The case of the missing cat	Erickson, John R., 1943-	ISBN: 0-14-130391-3 (alk. p	1999
1969	5/9/2025	The case of the night-stalking bone	Erickson, John R., 1943-	ISBN: 0-14-130403-0 (pbk.	1999
1970	5/9/2025	The case of the one-eyed killer stud	Erickson, John R., 1943-	ISBN: 0-14-130384-0 (pbk.)	1999
1971	5/9/2025	The case of the swirling killer torna	Erickson, John R., 1943-	ISBN: 0-14-130401-4 (alk. p	1999
1972	5/9/2025	The case of the vampire cat	Erickson, John R., 1943-	ISBN: 0-14-130397-2 (alk. p	1999
1973	5/9/2025	The case of the vampire vacuum sv	Erickson, John R., 1943-	ISBN: 0-14-130405-7 (pbk.	1999
1974	5/9/2025	The case of the vanishing fishhook	Erickson, John R., 1943-	ISBN: 0-670-88438-3	1999

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1975	5/9/2025	The curse of the incredible pricele	Erickson, John R., 1943-	ISBN: 0-14-130383-2 (pbk.)	1999
1976	5/9/2025	Every dog has his day	Erickson, John R., 1943-	ISBN: 0-14-130386-7	1999
1977	5/9/2025	Faded love	Erickson, John R., 1943-	ISBN: 0-14-130381-6	1999
1978	5/9/2025	The further adventures of Hank the	Erickson, John R., 1943-	ISBN: 0-14-130378-6 (pbk.	1999
1979	5/9/2025	The garbage monster from outer s	Erickson, John R., 1943-	ISBN: 0-670-88488-X (Vikin	1999
1980	5/9/2025	Hank the Cowdog and monkey bus	Erickson, John R., 1943-	ISBN: 0-14-130390-5 (alk. p	1999
1981	5/9/2025	It's a dog's life	Erickson, John R., 1943-	ISBN: 0-14-130379-4 (pbk.	1999
1982	5/9/2025	Let sleeping dogs lie	Erickson, John R., 1943-	ISBN: 0-14-130382-4 (pbk :	1999
1983	5/9/2025	Lost in the blinded blizzard	Erickson, John R., 1943-	ISBN: 0-14-130392-1 (alk. p	1999
1984	5/9/2025	Lost in the dark unchanted forest	Erickson, John R., 1943-	ISBN: 0-14-130387-5 (pbk.)	1999
1985	5/9/2025	Moonlight madness	Erickson, John R., 1943-	ISBN: 0-14-130399-9 (alk. p	1999
1986	5/9/2025	The mopwater files	Erickson, John R., 1943-	ISBN: 0-14-130404-9 (pbk.	1999
1987	5/9/2025	Murder in the middle pasture	Erickson, John R., 1943-	ISBN: 0-14-130380-8 (pbk.	1999
1988	5/9/2025	The original adventures of Hank th	Erickson, John R., 1943-	ISBN: 0-14-130377-8 (pbk.	1999
1989	5/9/2025	The phantom in the mirror	Erickson, John R., 1943-	ISBN: 0-14-130396-4 (alk. p	1999
1990	5/9/2025	The wounded buzzard on Christma	Erickson, John R., 1943-	ISBN: 0-14-130389-1 (alk. p	1999
1991	5/8/2025	A Big Box of Memories	Delton, Judy	ISBN: 0-440-41528-4	2000
1992	5/8/2025	Billy the Brave Puppy	Dale, Jenny.	ISBN: 0-689-83554-X	1999
1993	5/8/2025	Blue skies, french fries	Delton, Judy.	ISBN: 0-440-40064-3	1988
1994	5/8/2025	Camp Ghost-Away	Delton, Judy.	ISBN: 0-440-40062-7	1988
1995	5/8/2025	Computer Clues	Delton, Judy	ISBN: 0-440-41339-7	
1996	5/8/2025	Cookies and crutches	Delton, Judy.	ISBN: 0-440-40010-4	1988
1997	5/8/2025	Greedy groundhogs	Delton, Judy.	ISBN: 0-440-40931-4 (pbk.)	1994
1998	5/8/2025	Gus the Greedy Puppy	Dale, Jenny.	ISBN: 0-689-83423-3	1999
1999	5/8/2025	Lenny the Lazy Puppy	Dale, Jenny.	ISBN: 0-689-83552-3	1999
2000	5/8/2025	Lily the Lost Puppy	Dale, Jenny.	ISBN: 0-689-83404-7	1999
2001	5/8/2025	Lucky dog days	Delton, Judy.	ISBN: 0-440-40063-5 (pbk.)	1988
2002	5/8/2025	Nipper the Noisy Puppy	Dale, Jenny.	ISBN: 0-689-83974-X	1999
2003	5/8/2025	Peanut-butter pilgrims	Delton, Judy.	ISBN: 0-440-40066-X (pbk.)	1988
2004	5/8/2025	The Pee Wee jubilee	Delton, Judy.	ISBN: 0-440-40226-3	1989
2005	5/8/2025	Pee Wee's on first	Delton, Judy.	ISBN: 0-440-40977-2 (pbk.)	1995
2006	5/8/2025	The pooped troop	Delton, Judy.	ISBN: 0-440-40184-4	1989
2007	5/8/2025	Puppy Patrol #2 : Big Ben.	Dale, Jenny.	ISBN: 0-439-11324-5	1997
2008	5/8/2025	Puppy Patrol #3 : Abandoned!	Dale, Jenny.	ISBN: 0-439-11325-3	1997
2009	5/8/2025	Puppy Patrol #7 : Saving Skye.	Dale, Jenny.	ISBN: 0-439-11329-6	1998
2010	5/8/2025	Puppy Patrol #10 : The Great Escap	Dale, Jenny.	ISBN: 0-439-21811-X	1998
2011	5/8/2025	Red Alert : Puppy Patrol	Dale, Jenny.	ISBN: 0-439-21810-1	
2012	5/8/2025	Rosy noses, Freezing toes.	Delton, Judy	ISBN: 0-440-40384-7	
2013	5/8/2025	Sky babies	Delton, Judy.	LCCN: 2001-554411	1989
2014	5/8/2025	Spot the sporty puppy	Dale, Jenny.	ISBN: 0-689-83424-1	2000
2015	5/8/2025	Spring sprouts	Delton, Judy.	ISBN: 0-440-40160-7	1989
2016	5/8/2025	Teacher's Pet : Puppy Patrol	Dale, Jenny.	ISBN: 0-439-11323-7	
2017	5/8/2025	That mushy stuff	Delton, Judy.	ISBN: 0-440-40176-3	1989
2018	5/8/2025	Tricks and Treats	Delton, Judy.	ISBN: 0-440-40976-4	1988
2019	5/8/2025	Tuff's Luck : Puppy Patrol	Dale, Jenny.	ISBN: 0-439-11330-X	
2020	5/8/2025	Tug of Love : Puppy Patrol	Dale, Jenny.	ISBN: 0-439-11328-8	
2021	5/8/2025	Wild, Wild West.	Delton, Judy	ISBN: 0-440-41342-7	

Landels Weeding Log #2 2024-2025

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2022	5/6/2025	#3 Amanada's Perfect 10	Slater, Teddy.	ISBN: 0-590-85999-4	1996
2023	5/6/2025	#3 Amanada's Perfect 10	Slater, Teddy.	ISBN: 0-590-85999-4	1996
2024	5/6/2025	#4 Dana's Best Friend	Slater, Teddy.	ISBN: 0-590-86003-8	1996
2025	5/6/2025	#4 Dana's Best Friend	Slater, Teddy.	ISBN: 0-590-86003-8	1996
2026	5/6/2025	Above the Rim : Super Hoops.	Herman, Hank	ISBN: 0-553-48474-5	1997
2027	5/6/2025	The Abracadabra Case	Dixon, Franklin W.	ISBN: 0-671-00408-5	1998
2028	5/6/2025	Against the rules.	Costello, Emily	ISBN: 0-553-48646-2	
2029	5/6/2025	Alien alert	Korman, Susan.	ISBN: 0-553-48410-9	1996
2030	5/6/2025	Amanda's Unlucky Day : by Teddy S	Slater, Teddy.	ISBN: 0-590-95988-3	1997
2031	5/6/2025	Amanda's Unlucky Day : by Teddy S	Slater, Teddy.	ISBN: 0-590-95988-3	1997
2032	5/6/2025	Amber Brown goes fourth	Danziger, Paula.	ISBN: 0-590-93425-2	1995
2033	5/6/2025	Amber Brown is feeling blue	Danziger, Paula, 1944-	ISBN: 0-399-23179-X	1998
2034	5/6/2025	Amber Brown is not a crayon	Danziger, Paula.	ISBN: 0-590-45899-X (pbk.)	1995
2035	5/6/2025	Amber Brown sees red	Danziger, Paula, 1944-	ISBN: 0-399-22901-9	1997
2036	5/6/2025	Amber Brown wants extra credit	Danziger, Paula, 1944-	ISBN: 0-590-94716-8	1997
2037	5/6/2025	Andie out of control	Hart, Alison.	ISBN: 0-679-85693-5	1994
2038	5/6/2025	Bad, bad bunnies	Delton, Judy.	ISBN: 0-440-40278-6	1990
2039	5/6/2025	Badger in the basement	Baglio, Ben M.	ISBN: 0-590-18754-6 (pbk.)	1994
2040	5/6/2025	Ball Hog : Super Hoops.	Herman, Hank		1996
2041	5/6/2025	Beach ride.	Bryant, Bonnie.	ISBN: 0-553-48073-1	1993
2042	5/6/2025	The best ice show ever!	Older, Effin.	ISBN: 0-553-48493-1 (pbk.)	1996
2043	5/6/2025	Bossy Anna	Older, Effin.	ISBN: 0-553-48494-X (pbk.)	1996
2044	5/6/2025	Breaking the ice	Lowell, Melissa.	ISBN: 0-553-48134-7 (pbk.)	1993
2045	5/6/2025	Broken Horse : The Saddle Club: Br	Bryant, Bonnie.	ISBN: 0-553-48375-7	
2046	5/6/2025	Bunnies in the bathroom	Baglio, Ben M.	ISBN: 0-439-09700-2 (reg. b	2000
2047	5/6/2025	Bunny bonanza.	Baglio, Ben M.	ISBN: 0-439-23024-1	1998
2048	5/6/2025	Call me Gretzky!	O'Connor, Jim.	ISBN: 0-679-87910-2 (pbk.)	1996
2049	5/6/2025	The Candy Corn Contest	Giff, Patricia Reilly.	ISBN: 0-440-41072-X	1984
2050	5/6/2025	Cat Crazy : Animal Ark Pets	Baglio, Ben M.	ISBN: 0-439-05170-3	
2051	5/6/2025	The catcher's mask	Christopher, Matt.	ISBN: 0-316-14186-0	1998
2052	5/6/2025	Cats at the campground	Baglio, Ben M.	ISBN: 0-439-34393-3 (reg. b	2004
2053	5/6/2025	Cats at the campground	Baglio, Ben M.	ISBN: 0-439-34393-3 (reg. b	2004
2054	5/6/2025	Caught in the net	Butcher, Nancy.	ISBN: 0-553-48479-6	1997
2055	5/6/2025	Centerfield ballhawk	Christopher, Matt.	ISBN: 0-316-14272-7	1992
2056	5/6/2025	Championship game	Hughes, Dean, 1943-	ISBN: 0-679-80433-1	1990
2057	5/6/2025	Chance of a lifetime #3 : Silver Blac	Lowell, Melissa	ISBN: 0-553-48527-X	1998
2058	5/6/2025	Chick challenge.	Baglio, Ben M.	ISBN: 0-439-05163-0	1996
2059	5/6/2025	Christmas treasure.	Bryant, Bonnie.	ISBN: 0-553-48636-5	1998
2060	5/6/2025	The competition	Lowell, Melissa.	ISBN: 0-8368-2065-7 (lib.)	1998
2061	5/6/2025	Count your money with the Polk S	Giff, Patricia Reilly.	ISBN: 0-440-40929-2 (pbk.)	1996
2062	5/6/2025	Crashing the Boards : Super Hoops	Herman, Hank	ISBN: 0-553-54226-5	1996
2063	5/6/2025	Creepy Sleepaway.	Butcher, Nancy	ISBN: 0-553-48253-X	1995
2064	5/6/2025	Crossed tracks	Hill, Laban Carrick.	ISBN: 0-7868-1281-8	1998
2065	5/6/2025	Cub In the Cupboard : Animal Ark	Baglio, Ben M.	ISBN: 0-590-18755-4	
2066	5/6/2025	Dana's Competition	Slater, Teddy.	ISBN: 0-590-85997-8	1996
2067	5/6/2025	Dana's Competition	Slater, Teddy.	ISBN: 0-590-85997-8	1996
2068	5/6/2025	December secrets	Giff, Patricia Reilly.	ISBN: 0-440-41795-3	1984

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2069	5/6/2025	Deep powder, deep trouble	Hill, Laban Carrick.	ISBN: 0-7868-1284-2	1998
2070	5/6/2025	Detective Pony : Pony Pals	Betancourt, Jeanne	ISBN: 0-590-37460-5	
2071	5/6/2025	Digging for clues	Keyishian, Amy.	ISBN: 0-553-37262-9	1994
2072	5/6/2025	Dinosaur Disaster	Dixon, Franklin W.	ISBN: 0-671-00406-9	1998
2073	5/6/2025	Disappearing act	Watson, J. B.	ISBN: 0-553-37308-0	1994
2074	5/6/2025	The dog that called the pitch	Christopher, Matt.	ISBN: 0-316-14207-7	1998
2075	5/6/2025	The Doggone Detectives	Dixon, Franklin W.	ISBN: 0-671-00409-3	1998
2076	5/6/2025	Doggy Dare : Animal Ark Pets	Baglio, Ben M.	ISBN: 0-439-05169-X	
2077	5/6/2025	Don and Donna Go to Bat.	Perkins, Al	ISBN: 0-394-80042-7	1966
2078	5/6/2025	Double Birthday Trouble	Older, Effin	ISBN: 0-553-48518-0	1996
2079	5/6/2025	Duckling diary.	Baglio, Ben M.	ISBN: 0-439-05167-3	1998
2080	5/6/2025	Duel on the diamond	Hallowell, Tommy.	ISBN: 0-14-032910-2	1990
2081	5/6/2025	The ear book	Perkins, Al.	ISBN: 0-394-81199-2	1968
2082	5/6/2025	Ferret fun.	Baglio, Ben M.	ISBN: 0-439-23023-3	1998
2083	5/6/2025	First Day, Worst Day	Dixon, Franklin W.	ISBN: 0-671-00404-2	1997
2084	5/6/2025	Fish face	Giff, Patricia Reilly.	ISBN: 0-440-42557-3	1984
2085	5/6/2025	Forever Amber Brown	Danziger, Paula, 1944-	ISBN: 0-399-22932-9	1996
2086	5/6/2025	FOUL! : Super Hoops.	Herman, Hank	ISBN: 0-553-48432-X	1997
2087	5/6/2025	Fox hunt.	Bryant, Bonnie.	ISBN: 0-553-15990-9	1992
2088	5/6/2025	Frank and Joe Hardy: The Clues Brc	Dixon, Franklin W.	ISBN: 0-671-00402-6	1997
2089	5/6/2025	Get ready for second grade, Amber	Danziger, Paula, 1944-	ISBN: 0-399-23607-4	2002
2090	5/6/2025	Get ready for second grade, Amber	Danziger, Paula, 1944-	ISBN: 0-399-23607-4	2002
2091	5/6/2025	Ghost rider	Bryant, Bonnie.	ISBN: 0-553-48067-7	1992
2092	5/6/2025	Give me back my pony	Betancourt, Jeanne.	ISBN: 0-590-48586-5 (pbk.)	1995
2093	5/6/2025	Goat in the garden	Baglio, Ben M.	ISBN: 0-590-18752-X	1998
2094	5/6/2025	Going for the gold	Lowell, Melissa.	ISBN: 0-553-48137-1 (pbk.)	1994
2095	5/6/2025	Good-bye Pony.	Betancourt, Jeanne	ISBN: 0-590-54339-3	1995
2096	5/6/2025	Good Dog, Bonita.	Giff, Patricia Reilly.		1996
2097	5/6/2025	The great shamrock disaster	Giff, Patricia Reilly.	ISBN: 0-440-40778-8 (pbk.)	1993
2098	5/6/2025	Guinea Pig Gang	Baglio, Ben M.	ISBN: 0-439-05165-7	
2099	5/6/2025	Half pipe rip-off	Hill, Laban Carrick.	ISBN: 0-7868-1282-6	1998
2100	5/6/2025	Hamster hotel	Baglio, Ben M.	ISBN: 0-439-05161-4	1999
2101	5/6/2025	Hand, hand, fingers, thumb	Perkins, Al.	LCCN: 76-77841	1969
2102	5/6/2025	Hang Time : Super Hoops.	Herman, Hank		1997
2103	5/6/2025	Happy Birthday, Anna, Sorpresa!	Giff, Patricia Reilly.	ISBN: 0-440-41083-5	1996
2104	5/6/2025	Haunted horseback holiday	Hart, Alison.	ISBN: 0-679-88053-4	1996
2105	5/6/2025	Heads up	Peters, Stephanie.	ISBN: 0-316-13504-6	2001
2106	5/6/2025	Heads up	Peters, Stephanie.	ISBN: 0-316-13504-6	2001
2107	5/6/2025	Hector's haunted house	Korman, Susan.	ISBN: 0-553-48480-X	1997
2108	5/6/2025	Hedgehogs in the hall	Baglio, Ben M.	ISBN: 0-590-37684-5	1998
2109	5/6/2025	Hobbyhorse : The Saddle Club Hob	Bryant, Bonnie.	ISBN: 0-553-48374-9	
2110	5/6/2025	Holiday horse.	Bryant, Bonnie.	ISBN: 0-553-48427-3	1997
2111	5/6/2025	Horse capades.	Bryant, Bonnie.	ISBN: 0-553-48419-2	1997
2112	5/6/2025	Horse care.	Bryant, Bonnie.	ISBN: 0-553-48626-8	1998
2113	5/6/2025	A horse for Mary Beth	Hart, Alison.	ISBN: 0-679-85692-7	1994
2114	5/6/2025	Horse guest.	Bryant, Bonnie.	ISBN: 0-553-48623-3	1998
2115	5/6/2025	Horse Trouble : The Saddle Club#2	Bryant, Bonnie.	ISBN: 0-553-48025-1	

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2116	5/6/2025	Horse wise	Bryant, Bonnie.	ISBN: 0-553-15805-8	1990
2117	5/6/2025	I, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-399-23180-3	1999
2118	5/6/2025	I Want a Pony.	Jeanne Betancourt.		1994
2119	5/6/2025	Ice Dreams	Older, Effin	ISBN: 0-553-48491-5	1996
2120	5/6/2025	In Your Face : Super Hoops.	Herman, Hank	ISBN: 0-553-48274-2	1996
2121	5/6/2025	It's a fair day, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-698-11982-7 (reg. b	2002
2122	5/6/2025	It's a fiesta, Benjamin	Giff, Patricia Reilly.	ISBN: 0-440-41089-4 (pbk.)	1996
2123	5/6/2025	It's Justin Time, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-698-11907-X (reg. b	2001
2124	5/6/2025	It's Justin Time, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-698-11907-X (reg. b	2001
2125	5/6/2025	Jester in the backcourt	Hallowell, Tommy.	ISBN: 0-14-032911-0	1990
2126	5/6/2025	Jump shot detectives	Dixon, Franklin W.	ISBN: 0-671-00405-0	1998
2127	5/6/2025	The Karate Clue	Dixon, Franklin W.	ISBN: 0-671-00403-4	1997
2128	5/6/2025	Katie's Big Move	Slater, Teddy.	ISBN: 0-590-85998-6	1996
2129	5/6/2025	Katie's Big Move	Slater, Teddy.	ISBN: 0-590-85998-6	1996
2130	5/6/2025	Katie's Gold Medal	Slater, Teddy.	ISBN: 0-590-95987-5	1996
2131	5/6/2025	Katie's Gold Medal	Slater, Teddy.	ISBN: 0-590-95987-5	1996
2132	5/6/2025	Kitten crowd	Baglio, Ben M.		1996
2133	5/6/2025	Kittens in the kitchen	Baglio, Ben M.	ISBN: 0-590-18749-X (pbk.)	1998
2134	5/6/2025	Lamb lessons.	Baglio, Ben M.	ISBN: 0-439-05168-1	1996
2135	5/6/2025	Lazy lions, lucky lambs	Giff, Patricia Reilly.	ISBN: 0-440-44640-6	1985
2136	5/6/2025	The Leftovers Strike Out : The Leftc	Howard, Tristan	ISBN: 0-590-56923-6	1996
2137	5/6/2025	Let's hear it for the Shrumps!	O'Connor, Jim.	ISBN: 0-679-87909-9 (pbk.)	1996
2138	5/6/2025	Lost wake	Hill, Laban Carrick.	ISBN: 0-7868-1263-X (pbk.)	1998
2139	5/6/2025	The Lucky Baseball Bat	Christopher, Matt.	ISBN: 0-316-14260-3	1991
2140	5/6/2025	The Lucky Baseball Bat	Christopher, Matt.	ISBN: 0-316-14260-3	1991
2141	5/6/2025	Master of Disaster	Peters, Stephanie.	ISBN: 0-316-13555-0	2001
2142	5/6/2025	The Missing Pony Pal.	Betancourt, Jeanne	ISBN: 0-590-37459-1	
2143	5/6/2025	Molly for mayor	Delton, Judy.	ISBN: 0-440-41525-X (pbk.)	1999
2144	5/6/2025	Monster Jam : Super Hoops.	Herman, Hank	ISBN: 0-553-48276-9	1996
2145	5/6/2025	Mouse Magic : Animal Ark	Baglio, Ben M.	ISBN: 0-439-05162-2	
2146	5/6/2025	My really cool baby book	Parr, Todd.	ISBN: 0-316-69241-7	2001
2147	5/6/2025	My worst friend, Woody	Older, Effin	ISBN: 0-553-48510-5	1997
2148	5/6/2025	Natalia comes to America	Lowell, Melissa.	ISBN: 0-553-48503-2 (lib. b	1997
2149	5/6/2025	Next stop, New York City!	Giff, Patricia Reilly.	ISBN: 0-440-41362-1	1997
2150	5/6/2025	Nightmare.	Bryant, Bonnie.	ISBN: 0-553-48428-1	1997
2151	5/6/2025	No ponies in the house!	Betancourt, Jeanne.	ISBN: 0-439-42627-8	2003
2152	5/6/2025	The nose book	Perkins, Al.	ISBN: 0-394-80623-9	1970
2153	5/6/2025	Oh boy, Boston!	Giff, Patricia Reilly.	ISBN: 0-440-41365-6	1997
2154	5/6/2025	On the edge	Lowell, Melissa	ISBN: 0-553-48515-6	1997
2155	5/6/2025	One On One : Super Hoops.	Herman, Hank	ISBN: 0-553-48277-7	1996
2156	5/6/2025	Operation babysitter	Christopher, Matt.	ISBN: 0-316-13723-5	1999
2157	5/6/2025	Out of Bounds! : Super Hoops.	Herman, Hank	ISBN: 0-553-48476-1	1997
2158	5/6/2025	Out of line	Hill, Laban Carrick.	ISBN: 0-7868-1264-8 (pbk.	1998
2159	5/6/2025	Pedal Power : Pee Wee Scouts	Delton, Judy	ISBN: 0-440-41336-2	
2160	5/6/2025	Pee Wee Pool Party	Delton, Judy	ISBN: 0-440-40980-2	1996
2161	5/6/2025	Pee Wees on parade	Delton, Judy.	ISBN: 0-440-40700-1	1992
2162	5/6/2025	Pee Wees on skis.	Delton, Judy	ISBN: 0-440-40885-7	

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	A	B	C	D	E
2163	5/6/2025	The perfect pair	Lowell, Melissa.	ISBN: 0-8368-2067-3 (lib.)	1998
2164	5/6/2025	Phantom horse.	Bryant, Bonnie.	ISBN: 0-553-48372-2	1996
2165	5/6/2025	Piles of Pets	Delton, Judy	ISBN: 0-440-40792-3	1993
2166	5/6/2025	Pleasure horse.	Bryant, Bonnie.	ISBN: 0-553-48269-6	1996
2167	5/6/2025	Polar bears on the path	Baglio, Ben M.	ISBN: 0-439-44895-6	2003
2168	5/6/2025	Ponies at the point	Baglio, Ben M.	ISBN: 0-590-66231-7	
2169	5/6/2025	Pony Crazy	Bryant, Bonnie.	ISBN: 0-553-48255-6	1995
2170	5/6/2025	A Pony for Keeps : Pony Pals	Betancourt, Jeanne	ISBN: 0-590-48584-9	
2171	5/6/2025	Pony on the porch	Baglio, Ben M.	ISBN: 0-590-18750-3 (pbk.)	1998
2172	5/6/2025	Pony parade.	Baglio, Ben M.	ISBN: 0-439-05164-9	1996
2173	5/6/2025	Pony to the Rescue.	Betancourt, Jeanne	ISBN: 0-590-25244-5	
2174	5/6/2025	Psyched!	Hughes, Dean, 1943-	ISBN: 0-679-82636-X (pbk.)	1992
2175	5/6/2025	The puck stops here!	O'Connor, Jim.	ISBN: 0-679-87859-9	1996
2176	5/6/2025	Puppies in the pantry	Baglio, Ben M.	ISBN: 0-590-18751-1	1998
2177	5/6/2025	Puppy Patrol #11 : Perfect Puppy.	Dale, Jenny.	ISBN: 0-439-21812-8	1998
2178	5/6/2025	Puppy puzzle.	Baglio, Ben M.	ISBN: 0-439-05158-4	1996
2179	5/6/2025	Rabbit race.	Baglio, Ben M.	ISBN: 0-439-05160-6	1996
2180	5/6/2025	Randi goes for the Gold	Older, Effin.	ISBN: 0-553-48522-9 (lib. b	1998
2181	5/6/2025	Randi's Missing Skates	Older, Effin	ISBN: 0-553-48506-7	1997
2182	5/6/2025	Randi's Pet Surprise	Older, effin	ISBN: 0-553-48514-8	1997
2183	5/6/2025	Rebound : Super Hoops.	Herman, Hank	ISBN: 0-553-48595-4	1998
2184	5/6/2025	The Red, White and Blue Valentine	Reilly Giff, Patricia.	ISBN: 0-440-40768-0	1993
2185	5/6/2025	Rocked out : a Summer X Games sp	Hill, Laban Carrick.	ISBN: 0-7868-1283-4	1998
2186	5/6/2025	Rumors at the rink	Lowell, Melissa.	ISBN: 0-8368-2097-5 (lib.)	1998
2187	5/6/2025	Say hola, Sarah	Giff, Patricia Reilly.	ISBN: 0-440-41077-0 (pbk.)	1995
2188	5/6/2025	Send in the clowns.	Delton, Judy	ISBN: 0-440-41522-5	
2189	5/6/2025	Sheepdog in the snow	Baglio, Ben M.	ISBN: 0-590-18757-0 (reg. b	1998
2190	5/6/2025	Show Time : Super Hoops.	Herman, Hank	ISBN: 0-553-48278-5	1996
2191	5/6/2025	Silver Blades: Now or Never.	Lowell, Melissa	ISBN: 0-553-48519-9	1998
2192	5/6/2025	Silver stirrups.	Bryant, Bonnie.	ISBN: 0-553-48420-6	1997
2193	5/6/2025	Skating camp	Lowell, Melissa.	ISBN: 0-8368-2068-1 (lib.)	1998
2194	5/6/2025	Slam Dunk : Super Hoops.	Herman, Hank		1996
2195	5/6/2025	Snaggle doodles	Giff, Patricia Reilly.	ISBN: 0-440-48068-X	1985
2196	5/6/2025	Soccer : Foul Play.	Costello, Emily	ISBN: 0-553-48644-6	1998
2197	5/6/2025	Soccer Stars : Best Friend Face-off.	Costello, Emily	ISBN: 0-553-48647-0	1998
2198	5/6/2025	Soccer Stars : On the Sides Lines.	Costello, Emily	ISBN: 0-553-48645-4	1998
2199	5/6/2025	Special delivery mess	Older, Effin.	ISBN: 0-553-48502-4 (pbk.)	1997
2200	5/6/2025	Spiked snow	Hill, Laban Carrick.	ISBN: 0-7868-1299-0 (pbk.)	1998
2201	5/6/2025	Stable farewell.	Bryant, Bonnie.	ISBN: 0-553-48267-X	1995
2202	5/6/2025	Star for a Day	Older, Effin	ISBN: 0-553-48492-3	1996
2203	5/6/2025	Star for a Day	Older, Effin	ISBN: 0-553-48492-3	1996
2204	5/6/2025	Star rider.	Bryant, Bonnie.	ISBN: 0-553-15938-0	1991
2205	5/6/2025	Star Wars: Young Jedi Knights; Dar	Anderson, Kevin J.	ISBN: 0-329-13568-6 (pern	1996
2206	5/6/2025	Sticking it out	O'Connor, Jim.	ISBN: 0-679-87858-0 (pbk.)	1996
2207	5/6/2025	The Story of Our Ponies	Betancourt, Jeanne	ISBN: 0-590-86631-1	1997
2208	5/6/2025	Summer rider.	Bryant, Bonnie.	ISBN: 0-553-48423-0	1997
2209	5/6/2025	Supercharged infield	Christopher, Matt.	ISBN: 0-316-14277-8	1985

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2210	5/6/2025	Thatcher Payne-in-the-neck	Bates, Betty, 1921-	ISBN: 0-440-48598-3	1987
2211	5/6/2025	Too many ponies	Betancourt, Jeanne.	ISBN: 0-590-25245-3 (pbk.)	1995
2212	5/6/2025	Trash Talk : Super Hoops.	Herman, Hank	ISBN: 0-553-48275-0	1996
2213	5/6/2025	Turkey Trouble.	Giff, Patricia Reilly.	ISBN: 0-440-40955-1	1994
2214	5/6/2025	Use your head, Molly Malone!	Maifair, Linda Lee.	ISBN: 0-310-20704-5 (softc	1997
2215	5/6/2025	Valentine blues.	Betancourt, Jeanne.	ISBN: 0-553-15783-3	1990
2216	5/6/2025	Watch out! Man-eating snake	Giff, Patricia Reilly.	ISBN: 0-440-40085-6	1988
2217	5/6/2025	What a trip, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-698-11908-8 (reg. b	2001
2218	5/6/2025	What a trip, Amber Brown	Danziger, Paula, 1944-	ISBN: 0-698-11908-8 (reg. b	2001
2219	5/6/2025	Who Took the Book?	Dixon, Franklin W.	ISBN: 0-671-00407-7	1998
2220	5/6/2025	Whoa there, Wanda Wilson!	Maifair, Linda Lee.	ISBN: 0-310-20703-7	1997
2221	5/6/2025	Who's the Man?	Herman, Hank	ISBN: 0-553-48477-X	1996
2222	5/6/2025	Wild horses.	Bryant, Bonnie.		1996
2223	5/6/2025	Wild horses.	Bryant, Bonnie.		1996
2224	5/6/2025	Wild horses.	Bryant, Bonnie.		1996
2225	5/6/2025	Winners : Batter up, Bailey Bensor	Maifair, Linda Lee.	ISBN: 0-310-20705-3 (softc	1997
2226	5/6/2025	The Winning spirit	Lowell, Melissa	ISBN: 0-553-48321-8	
2227	5/6/2025	Winning streak	Hughes, Dean.	ISBN: 0-679-80428-5 (pbk.)	1990
2228	5/6/2025	A Winter's Tale : Puppy Patrol	Dale, Jenny.	ISBN: 0-439-31908-0	
2229	5/6/2025	Write up a storm with the Polk Str	Giff, Patricia Reilly.	ISBN: 0-440-40882-2	1993
2230	5/6/2025	You Can't Eat Your Chicken Pox, Ar	Danziger, Paula.	ISBN: 0-590-50207-7	
2231	5/5/2025	Amy's Song	Wyeth, Sharon Dennis.	ISBN: 0-440-40260-3	1990
2232	5/5/2025	The battle for the castle	Winthrop, Elizabeth.	ISBN: 0-440-40942-X (pbk.)	1994
2233	5/5/2025	The battle for the castle	Winthrop, Elizabeth.	ISBN: 0-440-40942-X (pbk.)	1994
2234	5/5/2025	The castle in the attic	Winthrop, Elizabeth.	ISBN: 0-440-40941-1	1994
2235	5/5/2025	The castle in the attic	Winthrop, Elizabeth.	ISBN: 0-553-15601-2	1986
2236	5/5/2025	The castle in the attic	Winthrop, Elizabeth.	ISBN: 0-553-15601-2	1986
2237	5/5/2025	Child of the owl	Yep, Laurence.	ISBN: 0-06-026739-9	1977
2238	5/5/2025	The Christmas Dolls : A Butterfield	York, Carol Beach		1967
2239	5/5/2025	Detectives in togas	Winterfeld, Henry.	LCCN: 56-6922	1956
2240	5/5/2025	Devil's Arithmetic.	Yolen, Jane.	ISBN: 0-440-84316-2	1991
2241	5/5/2025	The dollhouse murders	Wright, Betty Ren.	ISBN: 0-590-43461-6	1983
2242	5/5/2025	The dollhouse murders	Wright, Betty Ren.	ISBN: 0-590-43461-6	1983
2243	5/5/2025	The dollhouse murders	Wright, Betty Ren.	ISBN: 0-590-43461-6	1983
2244	5/5/2025	The dollhouse murders	Wright, Betty Ren.	ISBN: 0-590-43461-6	1983
2245	5/5/2025	Don't Get Mad, Get Even!	Zable, Rona S.	ISBN: 0-8167-3574-3	1995
2246	5/5/2025	Dragonwings / ELA Classroom Set	Yep, Laurence, 1948-	ISBN: 0-06-440085-9 (pbk.)	2000
2247	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-8407-7220-3	1975
2248	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-8407-7220-3	1975
2249	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-688-09012-5	1990
2250	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-8407-7221-1	1977
2251	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-8407-7221-1	1977
2252	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-2012.	ISBN: 0-525-67202-8	1965
2253	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-2012.	ISBN: 0-525-67202-8	1965
2254	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-2012.	ISBN: 0-525-67202-8	1965
2255	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-2012.	ISBN: 0-525-67202-8	1965
2256	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-688-06955-X	1988

	A	B	C	D	E
2257	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-688-06955-X	1988
2258	5/5/2025	Encyclopedia Brown and the case	Sobol, Donald J., 1924-	ISBN: 0-688-06955-X	1988
2259	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1988
2260	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1969
2261	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1969
2262	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1963
2263	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1963
2264	5/5/2025	Encyclopedia Brown, boy detectiv	Sobol, Donald J., 1924-	LCCN: 63-9632	1963
2265	5/5/2025	Encyclopedia Brown carries on	Sobol, Donald J., 1924-	ISBN: 0-590-07562-4	1980
2266	5/5/2025	Encyclopedia Brown gets his man	Sobol, Donald J., 1924-	LCCN: 67-24666	1967
2267	5/5/2025	Encyclopedia Brown gets his man	Sobol, Donald J., 1924-	LCCN: 67-24666	1967
2268	5/5/2025	Encyclopedia Brown keeps the pea	Sobol, Donald J., 1924-	LCCN: 73-82912	1969
2269	5/5/2025	Encyclopedia Brown keeps the pea	Sobol, Donald J., 1924-	LCCN: 73-82912	1969
2270	5/5/2025	Encyclopedia Brown keeps the pea	Sobol, Donald J., 1924-	LCCN: 73-82912	1969
2271	5/5/2025	Encyclopedia Brown lends a hand	Sobol, Donald J., 1924-	ISBN: 0-8407-7218-1	1974
2272	5/5/2025	Encyclopedia Brown solves them a	Sobol, Donald J., 1924-	LCCN: 68-22746	1968
2273	5/5/2025	Encyclopedia Brown solves them a	Sobol, Donald J., 1924-	LCCN: 68-22746	1968
2274	5/5/2025	Encyclopedia Brown solves them a	Sobol, Donald J., 1924-	LCCN: 68-22746	1968
2275	5/5/2025	Encyclopedia Brown takes the case	Sobol, Donald J., 1924-	ISBN: 0-8407-6318-2	1973
2276	5/5/2025	Encyclopedia Brown's book of the	Sobol, Donald J., 1924-	ISBN: 0-688-06635-6	1987
2277	5/5/2025	Faith, hope, and chicken feathers	Wyman, Andrea.	ISBN: 0-8234-1117-6	1994
2278	5/5/2025	The ghost comes calling	Wright, Betty Ren.	ISBN: 0-590-47353-0	1994
2279	5/5/2025	A ghost in the house	Wright, Betty Ren.	ISBN: 0-590-43603-1	1991
2280	5/5/2025	A ghost in the window	Wright, Betty Ren.	ISBN: 0-590-43442-X	1987
2281	5/5/2025	The ghost of Ernie P	Wright, Betty Ren.	ISBN: 0-8234-0835-3	1990
2282	5/5/2025	The ghost witch	Wright, Betty Ren.	ISBN: 0-8234-1036-6	1993
2283	5/5/2025	The ghost witch	Wright, Betty Ren.	ISBN: 0-8234-1036-6	1993
2284	5/5/2025	Ghosts beneath our feet	Wright, Betty Ren.	ISBN: 0-590-43444-6	1984
2285	5/5/2025	The ghosts of Mercy Manor	Wright, Betty Ren.	ISBN: 0-590-43602-3	1993
2286	5/5/2025	The girl in the window	Yeo, Wilma.	ISBN: 0-590-43153-6 (pbk.)	1988
2287	5/5/2025	The girl in the window	Yeo, Wilma.	ISBN: 0-590-43153-6 (pbk.)	1988
2288	5/5/2025	The girl in the window	Yeo, Wilma.	ISBN: 0-590-43153-6 (pbk.)	1988
2289	5/5/2025	Handle with care	Wyeth, Sharon Dennis.	ISBN: 0-440-40267-0	1990
2290	5/5/2025	Harry and the sea serpent	Wilson, Gahan.	ISBN: 0-684-14584-7	1976
2291	5/5/2025	Harry, the fat bear spy	Wilson, Gahan.	ISBN: 0-684-13321-0	1973
2292	5/5/2025	Harry, the fat bear spy	Wilson, Gahan.	ISBN: 0-684-13321-0	1973
2293	5/5/2025	The hawkstone.	Williams, Jay, 1914-1978.	ISBN: 0-8098-3096-5	1971
2294	5/5/2025	Hi Fella	Zistel, Era	ISBN: 0-590-12089-1	1977
2295	5/5/2025	Later, Gator	Yep, Laurence, 1948-	ISBN: 0-7868-2083-7	1995
2296	5/5/2025	Lisa, we miss you	Wyeth, Sharon Dennis.	ISBN: 0-440-40393-6	1990
2297	5/5/2025	Loch.	Zindel, Paul	ISBN: 0-7868-1116-1	
2298	5/5/2025	Lockie Leonard, scumbuster	Winton, Tim.	ISBN: 0-689-82247-2	1999
2299	5/5/2025	Luke's bully	Winthrop, Elizabeth.	ISBN: 0-670-83103-4	1990
2300	5/5/2025	Miss Know It All : a Butterfield Squ	York, Carol Beach.	ISBN: 0-553-15292-0	1966
2301	5/5/2025	Miss Know It All and the good day	York, Carol Beach.	ISBN: 0-553-15373-0	1989
2302	5/5/2025	Miss Know It All and the wishing la	York, Carol Beach	ISBN: 0-553-15536-9	1987
2303	5/5/2025	Miss Know It All returns : a Butterf	York, Carol (Beach)	ISBN: 0-531-02558-6	1972

	A	B	C	D	E
2304	5/5/2025	No creeps need apply	Wyeth, Sharon Dennis.	ISBN: 0-440-40241-7	1989
2305	5/5/2025	Nothing but trouble	Wright, Betty Ren.	ISBN: 0-590-84912-3 (pbk.)	1997
2306	5/5/2025	Out of the dark	Wright, Betty Ren.	ISBN: 0-590-43598-1	1995
2307	5/5/2025	The Pike River phantom	Wright, Betty Ren.	ISBN: 0-8234-0721-7	1988
2308	5/5/2025	Please Write... I Need Your Help.	York, Carol Beach	ISBN: 0-590-46842-1	1993
2309	5/5/2025	P.S. forget it!	Wyeth, Sharon Dennis.	ISBN: 0-440-40230-1	1989
2310	5/5/2025	Rabbit Magic, by Carol Beach York	York, Carol Beach.	ISBN: 0-590-43894-8	
2311	5/5/2025	Robin on his own	Wilson, Johnniece Marshall.	ISBN: 0-590-41813-0	1990
2312	5/5/2025	Sam the sham	Wyeth, Sharon Dennis.	ISBN: 0-440-40250-6	1989
2313	5/5/2025	Sealed with a kiss	Wyeth, Sharon Dennis.	ISBN: 0-440-40272-7	1990
2314	5/5/2025	The secret super powers of Marco	Willis, Meredith Sue.	ISBN: 0-06-023558-6	1994
2315	5/5/2025	Secrets in the Attic.	York, Carol (Beach)	ISBN: 0-590-33109-4	1986
2316	5/5/2025	The stranger at Winfield House.	Yeo, Wilma.	ISBN: 0-590-42303-7	1989
2317	5/5/2025	Tamika and the wisdom rings	Yarbrough, Camille.	ISBN: 0-679-82749-8 (trade	1994
2318	5/5/2025	Thirteen Never Changes	Wilson, Budge	ISBN: 0-590-43488-8	1989
2319	5/5/2025	To Touch the Stars : A Story of Wo	Zeinert, Karen	ISBN: 0-7696-3442-7	2004
2320	5/5/2025	Too cute for words	Wyeth, Sharon Dennis.	ISBN: 0-440-40225-5	1989
2321	5/5/2025	The vampire moves in	Sommer-Bodenburg, Angela.	ISBN: 0-8037-0077-6	1985
2322	5/5/2025	When the circus came to town	Yep, Laurence.	ISBN: 0-06-029325-X	2002
2323	5/5/2025	When the circus came to town	Yep, Laurence.	ISBN: 0-06-029325-X	2002
2324	5/5/2025	Wizard's hall	Yolen, Jane.	ISBN: 0-590-45811-6 (pbk.)	1993

Landels 2024-2025

Total Weeded: 2595

Logs #1 + #2

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: (Action) Second Reading of Board Bylaws

Estimated Time:

Person Responsible:

Background:
At the June 12, 2025, Regular Board Meeting, Trustees reviewed and discussed the recommended Board Bylaw deletion and replacements previously reviewed by the Policy Committee on June 4, 2025:

Trustees approved the **deletion of Board Bylaw 9120 Officers of the Board of Trustees** and replace it with the following new for MVWSD individual Board Bylaws outlining the responsibilities of the Board President, Board Secretary, and the Board Clerk.

- Board Bylaw 9121 President (Option 2: When the president resigns or is absent, the vice president shall perform the president's duties. When
  both the president and vice president are absent, the clerk shall perform the president's duties)
- Board Bylaw 9122 Secretary
- Board Bylaw 9123 Clerk

Fiscal Implication:

Recommended Action:
It is recommended that the Board of Trustees consider adopting Board Bylaws 9121 President, 9122 Secretary, 9123 Clerk, and consider the deletion of Board Bylaw 9120 Officers of the Board of Trustees, at Second Reading under Consent.

ATTACHMENTS:

Description	Type	Upload Date
BB 9120 Officers of the Board Trustees	Backup Material	8/12/2025
Bylaw 9121 President	Backup Material	8/12/2025
Bylaw 9122 Secretary	Backup Material	8/12/2025
Bylaw 9123 Clerk	Backup Material	8/12/2025

OFFICERS OF THE BOARD OF TRUSTEES

The Governing Board shall elect a president from among its members to provide leadership on behalf of the Board and the educational community it serves.

The President shall preside at all meetings of the Board. He/she shall:

1. Call meetings to order at the prescribed time.
2. Announce the business to come before the Board in its proper order.
3. Enforce the Board's policies relating to the order of business and help ensure compliance with applicable requirements of the Brown Act.
4. Recognize persons who desire to speak and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if it were not clear to every member.
6. Restrict discussion to the question when a motion is before the Board.
7. Rule on *issues of* parliamentary procedure.
8. Put motions to a vote and state clearly the results of the vote.
9. Be responsible for the orderly conduct of all Board meetings
   (cf. 9323--Meeting Conduct)

The Board President shall perform other duties in accordance with law, and Board policy, including but not limited to:

1. Signing all instruments, acts and orders necessary to carry out state requirements and the will of the Board.
2. Consulting with the Superintendent or designee on the preparation of the Board's agenda.
   (cf. 9322--Agenda/Meeting Materials)
3. Working with the Superintendent to ensure that Board members have necessary materials and information.
4. Subject to Board approval, appointing and dissolving all committees.
5. Calling such meetings of the Board as he/she may deem necessary, giving notice as prescribed by law.
6. Representing the district as governance spokesperson, in conjunction with the Superintendent

The President shall have the same rights as other members of the Board, including the right to move, second, discuss and vote on all questions before the Board.

Vice President
When the President resigns or is absent or disabled, the Vice President shall perform the President's duties.

Secretary
The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board Agenda.
   (cf. 9322--Agenda/Meeting Materials)
2. Record, distribute and maintain the Board Minutes.
   (cf. 9324--Minutes and Recordings)
3. Maintain Board records and documents.
4. Conduct official correspondence for the Board.

5. As directed by the Board, sign and execute official papers.
6. Perform other duties as assigned by the Board.

Clerk

At an annual meeting, the Governing Board shall elect a clerk from its own membership. (Education Code 35143).

The duties of the Clerk shall be to:

1. Certify or attest to actions taken by the Board when required.
2. Maintain such other records or reports as required by law.
3. Sign documents on behalf of the district as directed by the Board.
4. Serve as presiding officer in the absence of the President and the Vice President.
5. Notify Board members and members-elect of the date and time for the annual organizational meeting.
6. Perform any other duties as assigned by the Board.

If the President resigns but continues as a member of the Board, his/her successor shall be elected for the unexpired portion of his/her term by the Board at the next regular meeting following the meeting at which his/her resignation has been accepted by the Board of Trustees. If the Vice President or the Clerk resigns, a successor shall be elected in accordance set forth in the case of the President.

Legal Reference:
Education Code
35022 President of the board
35143 Annual organizational meetings; dates and notice
35025 Secretary and bookkeeper
35250 Duty to keep certain records and reports
17593 Repair and supervision of property (duty of district clerk)
35038 Appointment of clerk by county superintendent of schools
35039 Dismissal of clerk
35121 Appointment of clerk in certain city and high school districts
38113 Duty of clerk (re provision of school supplies)

Bylaw 9121: President

Status: ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** 07/01/2017 | **Last Reviewed Date:** 07/01/2017

The Governing Board shall elect a president from among its members to provide leadership on behalf of the governance team and the educational community it serves.

To ensure that Board meetings are conducted in an efficient, transparent, and orderly manner, the president shall:

1. Call such meetings of the Board as he/she may deem necessary, giving notice as required by law
2. Consult with the Superintendent or designee on the preparation of Board meeting agendas
3. Call the meeting to order at the appointed time and preside over the meeting
4. Announce the business to come before the Board in its proper order
5. Enforce the Board's bylaws related to the conduct of meetings and help ensure compliance with applicable requirements of the Brown Act
6. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
7. Facilitate the Board's effective deliberation, ensuring that each Board member has an opportunity to participate in the deliberation and that the discussion remains focused
8. Rule on issues of parliamentary procedure
9. Put motions to a vote, and clearly state the results of the vote

The president shall have the same rights as other members of the Board, including the right to discuss and vote on all matters before the Board.

The president shall perform other duties in accordance with law and Board policy including, but not limited to:

1. Signing all instruments, acts, orders, and resolutions necessary to comply with legal requirements and carry out the will of the Board
2. Working with the Superintendent or designee to ensure that Board members have necessary materials and information
3. Subject to Board approval, appointing and dissolving all committees

4. In conjunction with the Superintendent or designee, representing the district as the Board's spokesperson in communications with the media

5. Leading the Board's advocacy efforts to build support within the local community and at the state and national levels

The president shall participate in the California School Boards Association's Board President's Workshop and other professional development opportunities to enhance his/her leadership skills.

OPTION 2: When the president resigns or is absent, the vice president shall perform the president's duties. When both the president and vice president are absent, the clerk shall perform the president's duties.

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

State	Description
Ed. Code 35022	President of the board
Ed. Code 35143	Annual organizational meetings; date and notice
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings
CSBA Publication	Professional Governance Standards
CSBA Publication	Board Presidents' Handbook, revised 2002
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
1112	Media Relations
2140	Evaluation Of The Superintendent
9000	Role Of The Board
9005	Governance Standards
9010	Public Statements
9012	Board Member Electronic Communications

9100	Organization
9123	Clerk
9130	Board Committees
9230	Orientation
9240	Board Training
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct

Bylaw 9122: Secretary

Status: ADOPTED

Original Adopted Date: 07/01/1984 | **Last Revised Date:** 07/01/2003 | **Last Reviewed Date:** 07/01/2003

The Governing Board shall appoint the Superintendent to serve as secretary to the Board. The secretary to the Board shall be responsible for maintaining an accurate and complete record of all Board proceedings and shall:

1. Prepare, distribute and maintain the Board agenda
2. Record, distribute and maintain the Board minutes
3. Maintain Board records and documents
4. Conduct official correspondence for the Board
5. As directed by the Board, sign and execute official papers
6. Perform other duties as assigned by the Board

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

State	Description
Ed. Code 35025	Secretary and bookkeeper
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35250	Duty to keep certain records
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
CSBA Publication	Professional Governance Standards
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description

2110	Superintendent Responsibilities And Duties
2111	Superintendent Governance Standards
4112.1	Contracts
9322	Agenda/Meeting Materials
9324	Minutes And Recordings

Bylaw 9123: Clerk

Status: ADOPTED

Original Adopted Date: 09/01/1988 | **Last Revised Date:** 03/01/2011 | **Last Reviewed Date:** 03/01/2011

The Governing Board shall elect a clerk from its own membership at the annual organizational meeting. (Education Code 35143)

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required
2. Maintain such other records or reports as required by law
3. Sign documents on behalf of the district as directed by the Board
4. Serve as presiding officer in the absence of the president and vice president
5. Notify Board members and members-elect of the date and time for the annual organizational meeting
6. Perform any other duties assigned by the Board

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

State	Description
Ed. Code 17593	Repair and supervision of property (duty of district clerk)
Ed. Code 35038	Appointment of clerk by county superintendent of schools
Ed. Code 35039	Dismissal of clerk
Ed. Code 35121	Appointment of clerk in certain city and high school districts
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35250	Duty to keep certain records
Ed. Code 38113	Duty of clerk (re provision of school supplies)

Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
CSBA Publication	Professional Governance Standards
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
9100	Organization
9121	President

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Quarterly Report on Williams Uniform Complaints

Estimated Time:

Person Responsible: Cathy Baur, Associate Superintendent

Background:
In accordance with Education Code 335186(c), the District must report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board of Trustees of the school district and the county superintendent on a quarterly basis.

Fiscal Implication:
None.

Recommended Action:
That the Board of Trustees accept the Quarterly Report, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Williams Quarterly Report	Backup Material	8/13/2025

Academic School Year 2024-25
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Mountain View Whisman School District

Person completing this form: Cathy Baur **Title:** Associate Superintendent

Quarterly Report Submission Date: ☐ **Jul 1 – Sep 30, 2024 (due Oct 27, 2024)**

☐ **Oct 1 – Dec 31, 2024 (due Jan 27, 2025)**

☐ **Jan 1 – Mar 31, 2025 (due Apr 27, 2025)**

☒ **Apr 1 – Jun 30, 2025 (due Jul 27, 2025)**

Date for information to be reported publicly at governing board meeting: 08/21/2025

Please check the box that applies:

☒ **No complaints were filed with any school in the district during the quarter indicated above.**

☐ **Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.**

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Superintendent: Jeffrey Baier
Print Name of District Superintendent

_____
Signature of District Superintendent

_____
Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Educational Progress Division
Williams Settlement, wsettlement@sccoe.org

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Resolution No. 01-082125, Authorizing Delegation of Authority to Sign Official Documents and Records

Estimated Time:

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

Background:
In accordance with requirements of the Education Code, State Board of Education, and the County Superintendent of Schools, the Governing Board of each school district is required to file annually and/or when personnel changes occur, with the County Superintendent of Schools and the State of California resolutions authorizing signatures for warrants, payroll orders, reports, and all official documents for the school district.

Jeffrey Baier, Superintendent
Cathy Baur, Chief Academic Officer
Rebecca Westover, Ed.D., Chief Business Officer
Erin Green, Director, Human Resources
Jon Aker, Director, Technology
Deborah Austin, Director, Child Nutrition
Frank Selvaggio, Director, Special Education
Karin Jinbo, Director, Health and Wellness
Dalewyn Spinks, Director, Maintenance/Operations/Transportation
Nadia Pongo, Director, Fiscal Services
Geoff Chang, Director, Federal, State & Strategic Programs
Terri Kemper, Director, Preschool Program
Swati Dagar, Director, Administrative Services
Tara Wantan, Director, Early Learning and After School Programs

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees approve and adopt Resolution No 01-082125, Authorizing Delegation of Authority to Sign Official Documents and Records, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 01-082125, Authorizing Delegation of Authority to Sign Official Documents and Records	Backup Material	8/13/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Resolution No. 01-082125

Authorizing Delegation of Authority to Sign Official Documents and Records Pursuant to Education Code Section 35161

WHEREAS, the Mountain View Whisman School District ("District") is a California public school district under the control of the District's Board of Education ("Governing Board"); and

WHEREAS, Education Code section 35161 provides that the "governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated"; and

WHEREAS, the District's Governing Board desires to delegate the authority to sign all official documents and all local, state, and federal reports pertinent to conducting District business, not including contracts, but including without limitation those related to Transportation and Class Size Reduction, pursuant to Education Code section 35161, during the period of time from the adoption of this Resolution to August 18, 2016, to promote the prudent, efficient, and orderly conduct of District business.

NOW, THEREFORE, the Governing Board of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the District's Governing Board hereby delegates the authority to sign all official documents and reports pertinent to conducting District business, not including contracts, pursuant to Education Code section 35161, during the time period indicated herein, to the following District administrators:

Jeffrey Baier, Superintendent
Cathy Baur, Chief Academic Officer
Rebecca Westover, Ed.D., Chief Business Officer
Erin Green, Director, Human Resources
Jon Aker, Director, Technology
Deborah Austin, Director, Child Nutrition
Karin Jinbo, Director, Health and Wellness
Frank Selvaggio, Director, Special Education
Nadia Pongo, Director, Fiscal Services
Dalewyn Spinks, Director, Maintenance/Operations/Transportation
Geoff Chang, Director, Federal, State, and Strategic Programs
Terri Kemper, Director, Preschool Program

Swati Dagar, Director, Administrative Services
Tara Watan, Director, Early Learning and After School Programs

Section 3. That the District's Superintendent is authorized pursuant to this Resolution to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution which supersedes all previous resolutions on this same matter.

PASSED AND ADOPTED by the Board of Education of the Mountain View Whisman School District of Santa Clara County, State of California, this 21st day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____

President of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, California

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Resolution No. 02-082125, Authorizing Delegation of Authority to Sign Warrants and Payments

Estimated Time:

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

Background:
In accordance with requirements of the Education Code, State Board of Education, and the County Superintendent of Schools, the Governing Board of each school district is required to file annually, and/or when personnel changes occur, with the County Superintendent of Schools and the State of California resolutions authorizing signatures for warrants, payroll orders, reports, and all official documents for the school district.

Jeffrey Baier, Superintendent
Cathy Baur, Chief Academic Officer
Rebecca Westover, Ed.D., Chief Business Officer
Nadia Pongo, Director, Fiscal Services

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees will consider approval and adopt Resolution No. 02-082125, Authorizing Delegation of Authority to Sign Warrants/Payments, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 02-082125, Authorizing Delegation of Authority to Sign Warrants and Payments	Backup Material	8/13/2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Resolution No. 02-082125
Authorizing Delegation of Authority to Sign Warrants/Payments Pursuant to Education Code Sections 42632 and 42633

WHEREAS, the Mountain View Whisman School District ("District") is a California public school district that can only be contractually bound by the District's Board of Education ("Governing Board"); and

WHEREAS, Education Code section 42641 authorizes the governing board of a school district, "with the approval of the county auditor and county treasurer, in lieu of issuing single orders for the payment of the salary or wages of each employee, issue payroll orders, on forms prescribed by the county superintendent of schools and approved by the Superintendent of Public Instruction, for the payment of the salaries or wages of two or more employees. Payroll orders may be drawn only for the payment of salaries and wages of employees, and shall constitute requisitions on the county auditor and warrants on the county treasurer when approved and signed by the county superintendent of schools and allowed and signed by the county auditor, respectively"; and

WHEREAS, Education Code section 42632 requires that each order drawn on the funds of a school district "be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name"; and

WHEREAS, Education Code section 42633 requires that signatures authorized under Education Code section 42632 be filed with the County Superintendent of Schools; and

WHEREAS, the District's Governing Board desires to delegate the authority contained in Education Code section 42632 during the period of time from the adoption of this Resolution to June 30, 2016, to promote the prudent, efficient, and orderly conduct of District business.

NOW, THEREFORE, the Governing Board of the District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the District's Governing Board hereby delegates the authority to sign all orders drawn on the funds of the District contained in Education Code sections 42632 and 42633, during the time period indicated herein, to the following District administrators, whose signatures are shown here:

_____
Jeffrey Baier, Superintendent

_____
Cathy Baur, Chief Academic Officer

_____
Rebecca Westover, Ed.D., Chief Business Officer

_____
Nadia Pongo, Director, Fiscal Services

Section 3. That the District's Superintendent is authorized pursuant to this Resolution to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution, including without limitation furnishing a copy of this Resolution to the Santa Clara County Office of Education Superintendent of Schools pursuant to Education Code section 42633, and that this Resolution supersedes all previous resolutions on this same matter.

PASSED AND ADOPTED by the Board of Education of the Mountain View Whisman School District of Santa Clara County, State of California, this 21st day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

President of the Board of Trustees
Mountain View Whisman School District
Santa Clara County, California

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Schematic Design, Budget and Schedule for the Theuerkauf Elementary School Restroom Modernization Project

Estimated Time:

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

Background:
Staff will present the schematic design, budget and schedule for the subject project. The Theuerkauf Restrooms were not previously modernized under Measure G or Measure T and many of the fixtures and equipment and finishes are at the end of their useful life. This project would bring the student restrooms at Theuerkauf up to par with the other elementary school sites.

Fiscal Implication:
Measure T Bond Program - $1,026,372.

Recommended Action:
It is recommended the Board of Trustees approve the schematic design, budget and schedule presented for the Theuerkauf Elementary School Restroom Modernization Project.

ATTACHMENTS:

Description	Type	Upload Date
Theuerkauf Restroom Modernization Schematic Design Presentation	Backup Material	8/14/2025

Mountain View Whisman School District

Theuerkauf Elementary School Restroom Modernization Schematic Design Presentation

August 21, 2025

Mountain View
Whisman
School District

Guiding Principles

Strategic Plan 2027
Goal Area 5

- Equitable distribution of resources that support student success.

- Goal 5a: Ensure facilities and resources equitably serve all students.

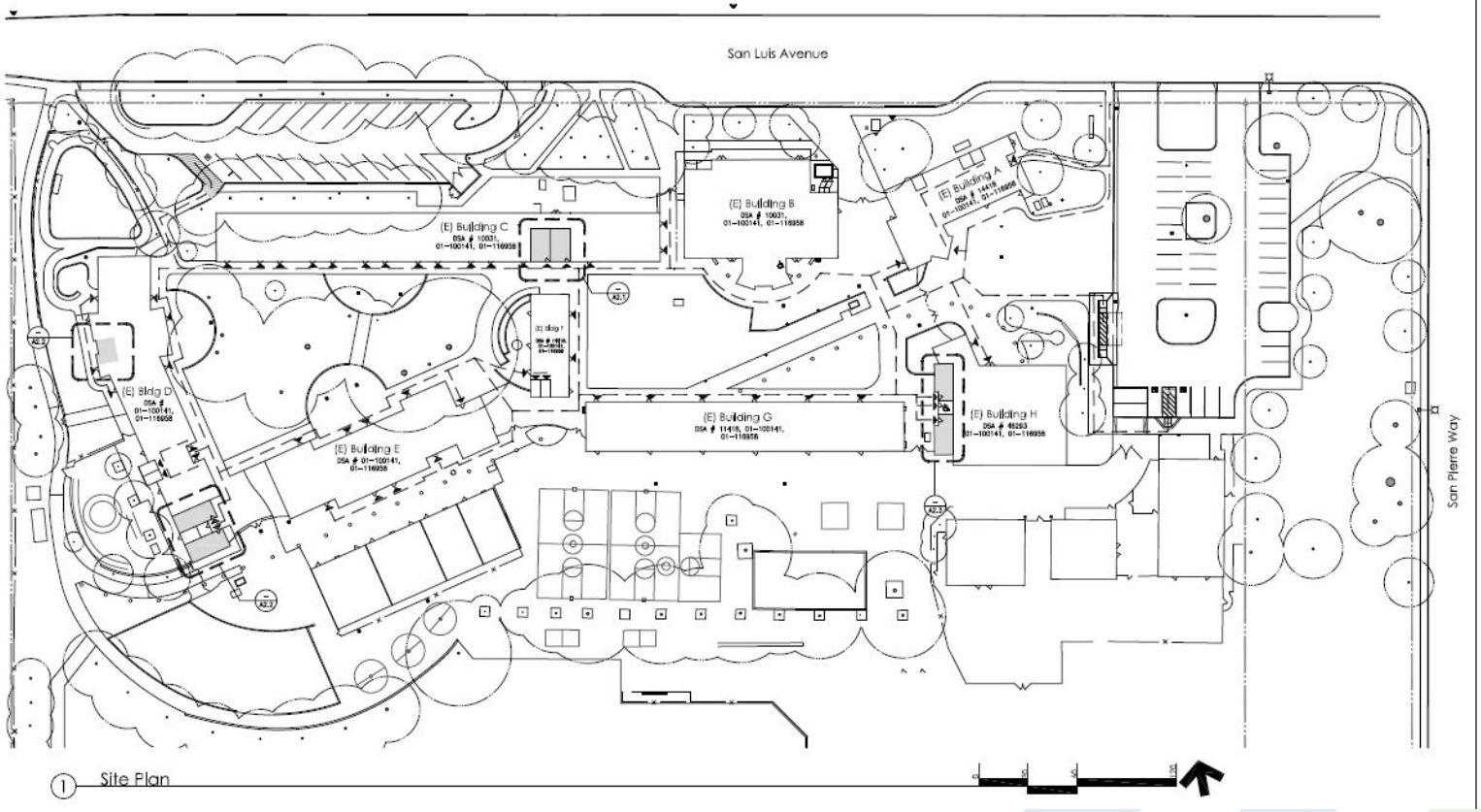
Conceptual Plan Goals

- Replace existing finishes and fixtures which are past their useful life.
- Bring restroom standard in line with other sites modernized under Measures G and T.

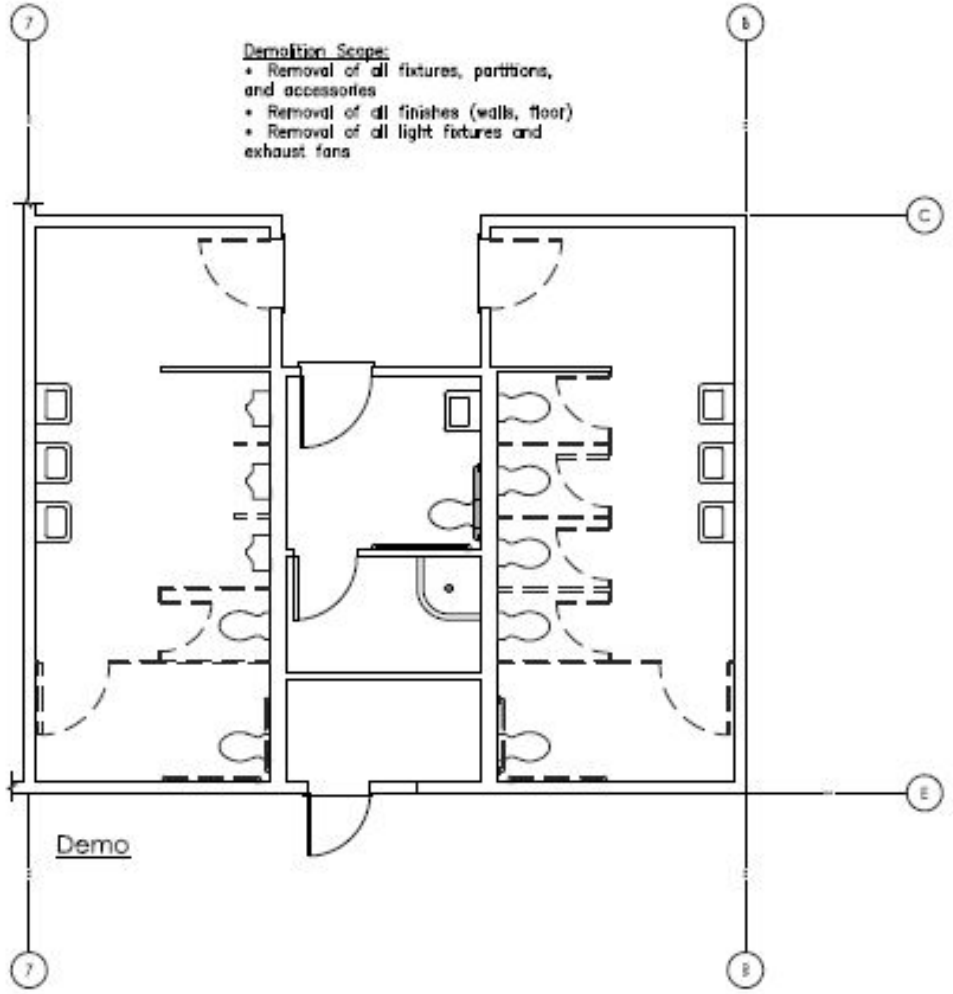
Mountain View
Whisman
School District

Schematic Design Drawings

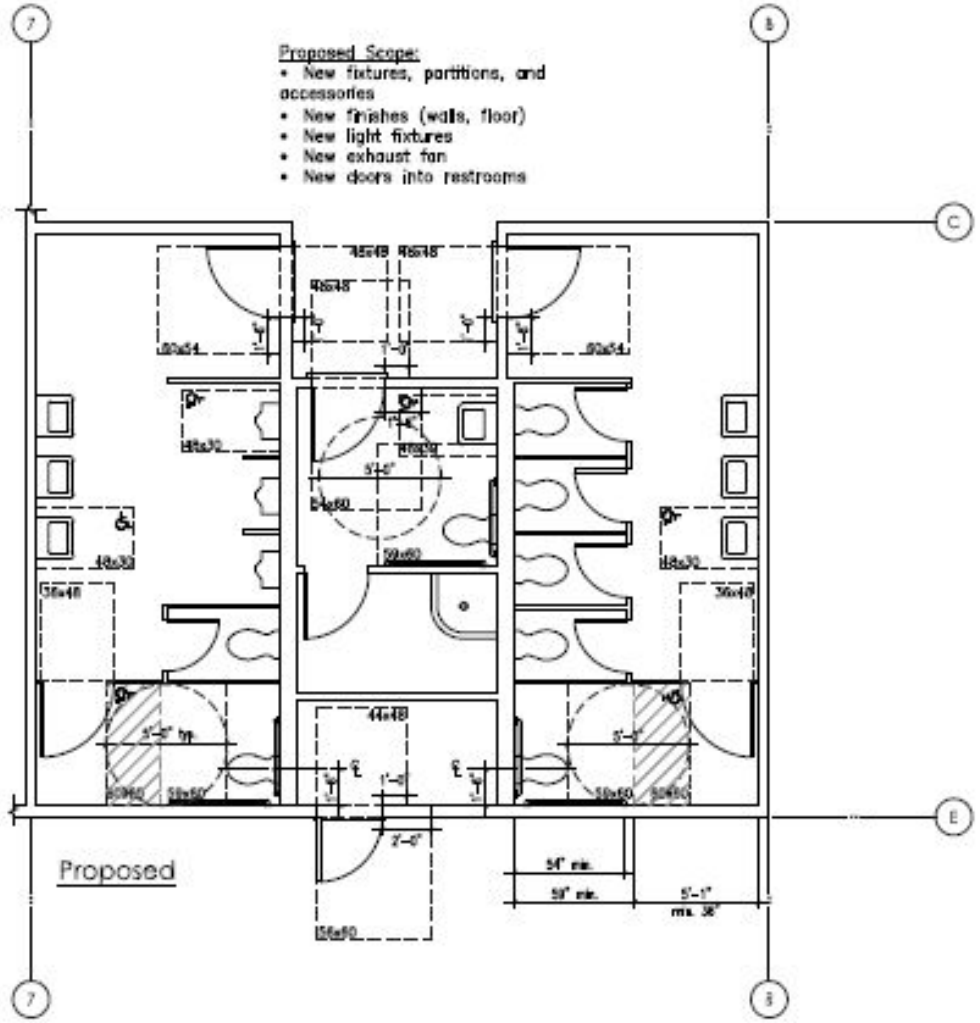
Site Plan


San Luis Avenue
San Pierre Way
(E) Building A
(E) Building B
(E) Building C
(E) Bldg D
(E) Building E
(E) Building G
(E) Building H
1 Site Plan
Theuerkauf Elementary School
1625 San Luis Ave
Mountain View, CA
Site Plan
A1.1
DTA
Dreiling Terrones Architecture Inc.

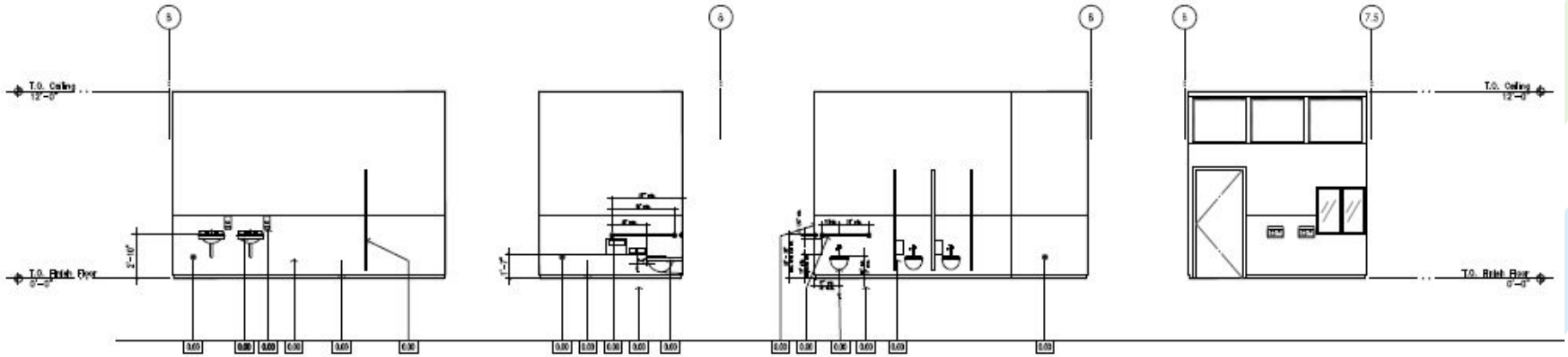
Typical Demolition Plan



Proposed Plan (Typical)



Proposed Plan Elevation (Typical)



1 Interior Elevation - Bldg C Girls

Mountain View
Whisman
School District

Budget

Schematic Design Budget

#	Description	Quantity	Unit	Unit $	Total
	Direct Costs				
	Total Direct Cost				$ 571,241
	General Conditions	2	mo	$ 45,000.00	$ 90,000
	Contractors Fee	8	%		$ 52,899
	Bonds & Insurance	2.2	%		$ 15,711
	Anticipated bid amount				$ 729,852

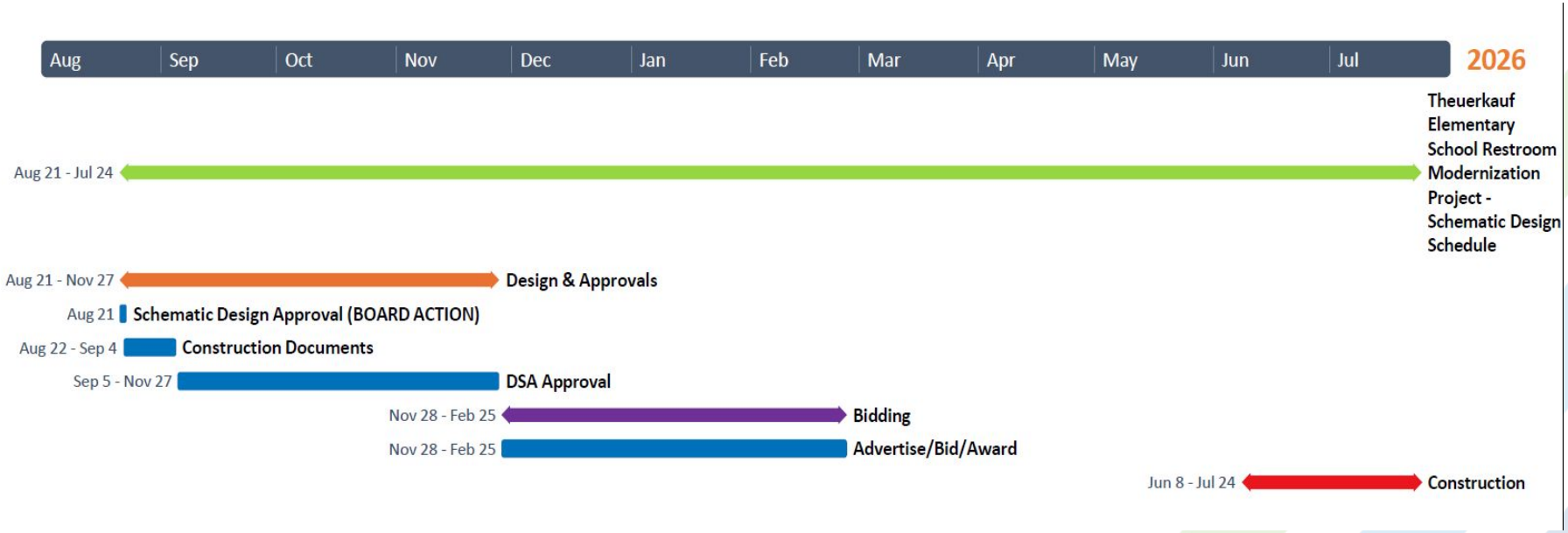
Project Cost

Description	Quantity		Unit Cost	Subtotal
Construction Budget	1	ls		$ 729,852
Design Contingency	10	%		$ 72,985
Construction Contingency	10	%		$ 72,985
Architect Fees	1	ls		$ 63,605
Architect Contingency	1	ls		$ 10,218
Architect Reimbursable Expenses	1	ls		$ 1,590
Blueprinting	1	ls	$ 1,500.00	$ 1,500
PM/CM Fees	4.5	%		$ 36,128
DSA Inspector	2	mos.	$ 8,500.00	$ 17,000
Bid Advertisements	1	ls		$ 2,500
DSA Fees	1.2	%	$ 875,821.90	$ 10,510
CEQA	1	ls	$ 1,500.00	$ 1,500
Legal	1	ls	$ 1,000.00	$ 1,000
Moving Expenses	0	ls	$ -	$ -
FF&E	0	ls	$ -	$ -
Misc. Expenses	1	ls	$ 5,000.00	$ 5,000
Grand Total				$ 1,026,372

Mountain View
Whisman
School District

Schedule

Schematic Design Schedule



Mountain View
Whisman
School District

Questions

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approve the Exercise of the District's Option to Purchase in the Facilities Lease for the Multi-Site Window Replacement Project Pursuant to the Lease-Leaseback Contract with E.F. Brett and Company, Inc.

Estimated Time:

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

Background:
The purpose of this agenda item is to seek Board approval of the exercise of the District's option to purchase ("buyout") the Facilities Lease for the Lease Leaseback Contract with E.F. Brett and Company, Inc. ("Contractor") for the Multi-Site Window Replacement Project ("Project") and authorize the District's buyout of the Facilities Lease.

On December 8, 2022, District and Contractor entered into a Site Lease and a Facilities Lease (collectively "Leases") for the development, construction, and installation of the Project. The contractor has completed the project. District will buyout the Facilities Lease by paying the Option Price pursuant to the terms of the Facilities Lease. A payment will be made to Contractor as required under Exhibit "C" to the Facilities Lease and title to the Project will be transferred to and vested in the District as contemplated by Education Code section 17406. Upon the District's payment of this buyout, the Leases will immediately terminate.

Fiscal Implication:
The lease buyout payment totals $743,611.00 and is included in the current lease leaseback contract amount with EF Brett and Company, Inc. This contract is charged to Measure T.

Recommended Action:
It is recommended that the Board of Trustees approve the Exercise of the District's Option to Purchase in the Facilities Lease for the Multi-Site Window Replacement Project Pursuant to the Lease-Leaseback Contract with E.F. Brett and Company, Inc.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Buyout and Termination of Leases	Backup Material	8/14/2025

Mountain View Whisman School District #

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

#

#

James Mazet

E.F. Brett and Company, Inc.

1 Commercial Boulevard, Suite 203

Novato, CA 94949

Re: Lease-Leaseback Agreement;
Multi-Site Window Replacement Project;
Notice of Buyout and Termination of Leases

Dear Mr. Mazet,

On or about **December 8, 2022**, the **Mountain View Whisman School District** ("District") and **E.F. Brett and Company, Inc.** ("Contractor") (collectively, the "Parties") entered into a Site Lease and a Facilities Lease (collectively "Leases") for the development, construction, and installation of the above-referenced project ("Project") at multiple District sites.

The Contractor completed the Project pursuant to the Leases on or about April 1, 2025, and the District filed a Notice of Completion for the Project on or about **April 14, 2025**. The Parties executed a Memorandum of Commencement Date (Exhibit E to the Facilities Lease) that the term of the Facilities Lease commenced on or about April 14, 2025.

Pursuant to Exhibit C to the Facilities Lease, the District wishes to make the "Option Price" payment to the Contractor and buyout the Facilities Lease. Therefore, the Parties hereby agree that the Option Price that will be paid **within 35 days** of the execution by both Parties of this termination letter shall be **$743,611.00**. Upon the District's payment of this portion of the Option Price, the Parties:

(1) Waive any other notice requirements in the Leases,
(2) Immediately terminate the Leases.

The Parties hereby specifically agree that all rights and obligations indicated in the Leases that survive termination of the Leases shall remain in full force and effect including, without limitation, guarantees, warranties and indemnification.

Sincerely,

Rebecca Westover, Chief Business Officer
Mountain View Whisman School District

Mountain View Whisman School District

The Parties hereby agree to the terms of this Notice of Buyout and Termination of Leases:

Dated: _____, 2025	Dated: _____, 2025
Mountain View Whisman School District	**E.F. Brett and Company, Inc.**
By: _____	By: _____
Print Name: Rebecca Westover	Print Name: _____
Print Title: CBO	Print Title: _____

#

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Contract Amendment No. 1 to the Architectural Services Agreement with Dreiling Terrones Architecture, Inc. (DTA), for the Roofing Replacement and Repair Project

Estimated Time:

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

Background:
At the meeting of the Board of Trustees on January 30, 2025, the Board approved a design services agreement with DTA Architects for the Roofing Replacement and repair project. The scope of work for that agreement was based on findings from a 2019 roof assessment at each of the project sites and also required the consultant to perform an updated assessment of each site. Upon completing that updated assessment, additional roof areas at Graham Middle School which were previously identified to be in need of repairs are now in need of full roofing replacements. This includes buildings 1 (Library), 7A (Music), 9 (Admin) as well as the covered walkways adjacent to the classroom buildings.
The need for additional replacement has also been identified by the District's Construction Management firm, Greystone West, along with District MOT.

Fiscal Implication:
The contract amendment with DTA totals $49,500 and is within budget for design services for this project. This contract is charged to Measure T.

Recommended Action:
t is recommended that the Board of Trustees approve Contract Amendment No. 1 for the Roofing Repair and Replacement Project to Dreiling Terrones Architecture, Inc.

ATTACHMENTS:

Description	Type	Upload Date
Project Addendum No. 1 to Agreement for Architectural Services-Roofing Replacement and Repair Project, Dreilling Terrones Architecture, Inc.	Backup Material	8/14/2025

PROJECT ADDENDUM #1 TO
AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
DREILLING TERRONES ARCHITECTURE, INC. FOR
ROOFING REPLACEMENT AND REPAIR PROJECT

This Project Addendum #1 to Agreement for Architect Services ("**Addendum #1**") is made as of **August 21, 2025** and forms a part of the Agreement for Architectural Services between **Mountain View Whisman School District,** ("**District**") and **Dreilling Terrones Architecture, Inc.,** ("**Consultant**") (individually a "Party" and collectively the "Parties") dated on or about **January 30, 2025** ("**Agreement**"). This Addendum #1 incorporates Services to be performed by Consultant for the following project(s) ("**Project**"):

Re-Roofing at (7) Sites, located at
•Bubb Elementary School (525 Hans Avenue, Mountain View, CA 94040)
•Landels Elementary School (115 W Dana Street, Mountain View, CA 94041)
•Mistral Elementary School (505 Escuela Avenue, Mountain View, CA 94041)
•Theuerkauf Elementary School (1625 San Luis Avenue, Mountain View, CA 94043)
•Crittenden Middle School (1701 Rock Street, Mountain View, CA 94043)
•Graham Middle School (1175 Castro Street, Mountain View, CA 94041)
•Imai Elementary School (253 Martens Avenue, Mountain View, CA 94040)

as further described in the Project Scope attached hereto as Attachment 1.

This **Addendum #1** modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this **Addendum #1**. All other terms and conditions of the Agreement shall remain in full force and effect.

Article 3. Consultant Staff

3.2 The Consultant agrees that the following key personnel in Consultant's firm shall be associated with the Project in the following capacities:

Job Title	**Name**
Principal in Charge	Richard Terrones
Project Manager	Ted Caitlin
Project Architect(s)	Alicia Ader
Other:	

Article 4. Schedule of Services

The Consultant shall commence Services under this **Addendum #1** upon the Parties execution of this Addendum #1 and shall perform the Services diligently as described in the Agreement and **Addendum #1** so as to proceed with and complete the Services in compliance with the schedule in **Attachment 2**, attached hereto and incorporated herein. Time is of the essence and failure of Consultant to perform Services on time as specified in **Attachment 2** is a material breach of this Agreement.

Article 5. Construction Cost Budget

5.2 The Construction Cost Budget is **Seven Million Sixty-Eight Thousand Seven Hundred Eighteen Dollars** (**$7,068,718.00**).

Article 6. Fee and Method of Payment

6.1 District shall pay Consultant for all Services contracted for under this Addendum #1, and subject to the terms of this Agreement, an amount not to exceed **Forty-Nine Thousand Five Hundred Dollars ($49, 500.00),** paid on a monthly progress billing basis for which Consultant shall bill its work under this Agreement in accordance with **Exhibit D** to the Agreement**.**

IN WITNESS WHEREOF, the parties hereto have executed this **Addendum #1** on the date(s) indicated below.

Dated: _____, 2025		Dated: _____, 2025	
Mountain View Whisman School District		**Dreilling Terrones Architecture, Inc.**	
Signature:	_____	Signature:	_____
Print Name:	Rebecca Westover, Ed. D	Print Name:	Richard Terrones
Print Title:	Chief Business Officer	Print Title:	Principal

ATTACHMENT 1
PROJECT SCOPE

ARCHITECTURSAL SERVICES. Consultant shall provide these architectural services.

Consultant will provide architectural services, for the Project, which is the replacement and repairs of roofs at various sites pursuant to the Agreement for Architectural Services between the District and Dreilling Terrones Architecture, Inc., dated on or about January 30, 2025. The architectural duties are as outlined in the Agreement.

The original proposal and related services contract included the following roofing replacement scope at **Graham Middle School.**

Original Scope:
The re-roofing scope as originally presumed in DTA's proposal, included:
- Building 12
- Building 13

Additional Scope
Based on a roofing survey and assessment by Skyline Engineering, it is recommended that the project scope be revised to include roofing replacement at the following buildings at Graham Middle School:
- Building 1 Roof
- Building 2 Walkway Roof
- Building 3 Walkway Roof
- Building 4 Walkway Roof
- Building 8 Walkway Roof
- Building 7A Roof
- Building 9 Roof

ATTACHMENT 2
SCHEDULE OF WORK

Construction Schedules –

Phase 1 (Bubb Elementary School, Imai Elementary School and Landels Elementary School) – June to August 2025

Phase 2 (Mistral Elementary School, Theuerkauf Elementary School, Graham Middle School and Crittenden Middle School) – June to August 2026

Phase 3: Bidding Assistance – May 2025

Phase 4: Construction Administration – June to August 2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Change Order No. 3- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company

Estimated Time:

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

Background:
During the Phase 4-5 HVAC Project, unforeseen conditions took place resulting in Change Order No. 3. These changes require contingency money to be used. A construction contingency of $564,000 has been budgeted for this project. Change Order No. 3 for $83,099 will increase EF Brett & Company's contract amount to $4,476,831.

Fiscal Implication:
The monies required for Change Order No. 3 will not exceed $83,099.

Recommended Action:
It is recommended that the Board of Trustees approve Change Order No. 3 for EF Brett & Company for the Phase 4-5 HVAC Project.

ATTACHMENTS:

Description	Type	Upload Date
Change Order No. 3- Mountain View Whisman School District Phase 4-5 HVAC Project, EF Brett & Company	Backup Material	8/14/2025

August 21, 2025

Rebecca Westover
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

RE: **Change Order #3 Justification**: **Mountain View Whisman School District Phase 4-5 HVAC Project – EF Brett & Company**

Item #1 – Crittenden Middle School Trenching Work Credit (PCO #3)

This change is due to a design revision. During construction, the Contractor identified a significant amount of underground utilities in the planned trenching area for the electrical conduits. To avoid conflicts with these utilities, the conduit was relocated above ground. This change order reflects the labor and material costs associated with the trenching work that was no longer required. **($3,577).**

Item #2 – Monta Loma Elementary School Metal Roof Framing (PCO #4R1)

This change is the result of an unforeseen condition. During construction, the Contractor found that the structural framing at the Monta Loma roof did not match the detail in the design drawings. As a result, RFI 29.1 was generated. This RFI provided the Contractor with a revised detail which required the Contractor to remove existing rigid insulation and install blocking to reinforce the mechanical curb support. This change order reflects the labor and material costs associated with the revised structural detail at the Monta Loma roof. **$1,531.**

Item #3 – Monta Loma Elementary School Louver and Electrical Structure (PCO #5)

This change is the result of additional design information. During construction, the Contractor submitted RFI 33 requesting attachment details for 2 louvers and 1 electrical panel at the Monta Loma library. The design team provided details for these attachments. This change order reflects the labor and material costs associated with the added attachment details as referenced above. **$3,269.**

Item #4 – New Fire Smoke Damper Installation at Graham Middle School (PCO #8)

This change is the result of additional design information. During construction, the Contractor submitted RFI 21.1 noting the existing conditions were not called out to be demolished, but a new fire smoke damper was needed at this location. Then design team confirmed this observation was correct. This change order reflects the labor and material to install a new fire smoke damper at the Graham Middle School Kitchen. **$8,633.**

Item #5 – Crittenden Middle School Girls Locker Room Ductwork (PCO #9)

This change is the result of additional design information. During construction, the Contractor submitted RFI 16.1 noting that the existing duct work at the girls locker room needed to be re-routed to avoid conflicts with the new design. As a result, the design team provided a sketch revising the routing of the existing duct work. This change order reflects the labor and material costs associated with the revised duct work routing. **$17,886.**

Item #6 – Crittenden Middle School Curb Adapters (PCO #10)

This change is the result of an unforeseen condition. During construction, the Contractor found that the existing curb did not match the footprint of one of the new mechanical units on the roof. As a result, curb adapters were used to fit this unit with the existing curb and avoid demolition of the curb. This change order reflects the labor and material costs associated with the added curb adapters. **$6,659**

Item #7 – Monta Loma Elementary Unistrut (PCO #12)

This change is the result of an unforeseen condition. During construction, the Contractor found that the existing conditions on site did not allow them to achieve 6" anchorage of the condensing unit. As a result, RFI 35 was generated, which directed the Contractor to use Unistrut channels to achieve the anchoring requirements. This change order reflects the labor and material costs associated with the added unistrut. **$1,056**

Item #8 – Crittenden Middle School Makeup Air Unit Framing Modification (PCO #13)

This change is the result of a design revision. During construction, the Contractor noted in RFI 42.1 that the new Makeup Air Unit at the Crittenden Middle School Kitchen needed 3 feet of clearance around the perimeter per code requirements. As a result, additional roof framing and duct re-routing were needed to accommodate this shift. This change order reflects the labor and material costs associated with the Makeup Air Unit shifts. **$33,000.**

Item #9 – Monta Loma ES and Crittenden MS Linkage at Team Enclosures (PCO #14R1)

This change is the result of a design change. During construction, the Contractor noted that the team enclosures at Monta Loma and Crittenden called out for access panels, but there were no access doors called out to access these panels. As a result, the design team confirmed linkage is acceptable at these units to avoid modify surround book cases, electrical, and other existing conditions. This change order reflects the labor and material costs associated with the linkage work noted above. **$16,496.**

Item #10 – E Bike Contract Deduct (PCO #15)

During construction, a pass-through gate from campus to the bus yard was left open. As a result an electric bike owned by a MVWSD employee was stolen. This change order covers the replacement cost for this electric bike. **($1,854)**

Total Cost of Change Order #3 - $83,099

In our capacity as the District's Construction Manager we have completed a review of Change Order #3.

The total Change Orders to date is: ($1,163,169).

Based upon the review of the merit and the compensation, it is our recommendation that you approve this change order. If you have any questions, please do not hesitate to call.

Sincerely,
Greystone West Company

Shelby Hession
Project Manager

Change Order No. 3

Mountain View Whisman School District Phase 4-5 HVAC Project

Project: **Mountain View Whisman School District**
Phase 4-5 HVAC Project

C.O. #: 03

Owner: **Mountain View Whisman School District**
1400 Montecito Ave
Mountain View, CA 94043

Contractor: **EF Brett & Company**
1435 Technology Lane
Petaluma, CA 94043

Date of Issuance:
August 21, 2025

You are directed to make the following changes in this Contract:

Change Order Request (COR) number(s): 3

PCO #3 Crittenden Trenching Work	($3,577)
PCO #4R1 Monta Loma Metal Roofing Framing	$1,531
PCO #5 Monta Loma Louver and Electrical Structure	$3,269
PCO #8 New FSD Installation at Graham	$8,633
PCO #9 Crittenden Girls Locker Room Ductwork	$17,886
PCO #10 Crittenden Curb Adapter	$6,659
PCO #12 Monta Loma Unistrut	$1,056
PCO #13 Crittenden Makeup Air Unit Framing Modifications	$33,000
PCO 14R1 Monta Loma & Crittenden Linkage at Team Enclosures	$16,496
PCO 15 Electric Bike Contract Deduct	($1,854)
	==========
Total amount for Change Order No. 3	Total: **$83,099**

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District. "It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

The original Contract Sum was	**$5,640,000**
Change Order #1	**($1,295,000)**

Change Order #2	**$48,732**
Change Order #3	**$83,099**
Revised Contract Amount	**$4,476,831**
The Contract Time Will be increased by	**0 Days**

Construction Manager	**CONTRACTOR**	**OWNER**
Greystone West	**EF Brett & Company**	**Mountain View Whisman School District**
621 W. Spain St.	**1435 Technology Lane**	**1400 Montecito Ave**
Sonoma, CA 95476	**Petaluma, CA 94043**	**Mountain View, CA 94043**
BY:	BY: Anthony Alfaro	BY:
DATE: 8.13.25	DATE: 8/12/25	DATE:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: MVWSD and SJSU MOU PK3 ECE Specialist Instruction Intern Program Agreement

Estimated Time:

Person Responsible: Erin Green, Director Human Resources

Background:
Mountain View Whisman and San Jose State wish to enter into an agreement to prepare teachers to teach with the new PK-3 credential.

Fiscal Implication:
none

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
MVWSD_SJSU Agreement PK3 ECE Specialist Instruction Credential	Backup Material	8/14/2025

AGREEMENT

Departments of Child and Adolescent Development, Special Education, and Teacher Education PK-3 ECE Specialist Instruction Credential Intern Program between

SAN JOSÉ STATE UNIVERSITY and Mountain View Whisman School District

This Agreement is entered into by and between the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and Mountain View Whisman School District (the "District"), and is effective as of Enter Date (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for educator preparation for California public schools and the licensing and credentialing of professional educators in the State.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's College of Education offers a PK-3 ECE Specialist Instruction Credential Intern Program (PK-3 Intern Program).
3. Mountain View Whisman School District (the "District"), a "public school employer" within Commission guidelines is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission-issued Intern credential. Intern programs are a partnership between the Commission-approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential has received the required support and supervision. This Agreement formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both the University and District are equally responsible for assuring the following occur:

A. For interns enrolled in the PK-3 ECE Specialist Instruction Credential program, a minimum of 200 hours each must be completed in both a PK or TK setting and a K-3 setting, with an additional minimum of 200 hours in either setting. The district and the program sponsor will collaborate to develop a plan that allows these interns to acquire the required clinical practice hours, including exploring creative solutions such as rotational placements between PK-TK and K-3 classrooms.

B Ensure that candidates admitted to the intern program hold a baccalaureate degree or higher from a regionally accredited institution of higher education prior to the hiring of an intern. Both the University and District shall collaborate to verify that this requirement is met by reviewing official transcripts.

C. Counsel the intern and develop a Professional Development Plan (PDP) to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. The PDP shall include provisions for an annual evaluation of the intern, the coursework to be completed, and additional support during the first semester of service, particularly for those working with multilingual students or in inclusive settings.

D. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. The university, the District, and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan. The plan shall include completing the California Teacher Performance Assessment (CalTPA) and obtaining videotaping permission slips from the intern's students for the CalTPA.

E. Identify the individual(s) and the roles/responsibilities related to:
a. Weekly course planning
b. Coaching within the classroom
c. Problem-solving regarding students
d. Curriculum, and
e. Teaching

F. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

G. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. An additional forty-five (45) hours of support/mentoring specific to the needs of English Learners must also be provided for candidates without a valid English Learner authorization.

The minimum support/mentoring and supervision provided to an intern who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of instructional weeks remaining in the school year.

H. Identify a Site Coach for the intern that is fully certified with a corresponding life or clear teaching credential and a minimum of 4 years of successful teaching experience and a valid EL authorization. Designate protected time for the new Intern to meet with/work with the Site Coach and any other support personnel within the school day including clearly defined expectations for type/frequency of support. **A minimum of five hours of support/mentoring and supervision shall be provided to an intern teacher every five instructional days by their designated district Site Coach.**

I. Provide content-specific coaching.

J. The University and District certify that interns do not displace certificated employees in the District.

K. Ensure the intern certificate is valid for two years and communicate to the intern that they must complete all credential requirements within this timeframe.

2. UNIVERSITY'S RESPONSIBILITIES

A. The university is responsible for ensuring that the intern in their program is supervised and receives adequate support from a university supervisor.

B. Provide the candidate with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive, and classroom-focused manner. This component will include instruction in the following areas: introduce the state adopted content standards, general pedagogical strategies including classroom management and planning, subject-specific pedagogy, effective developmentally appropriate instructional strategies for PK-3, and instruction in English language development. This preservice component must be completed prior to the issuance of an initial intern teaching credential. University will also verify that the candidate has demonstrated previous successful lead teaching either through completion of phase I student teaching or documentation from a previous teaching position.

C. The SJSU PK-3 Intern Program is responsible for ensuring that the intern in their program meets CTC Intern Support and Supervision Requirements (including support/mentoring specific to the needs of English Learners) and agrees to the following:

a. Ensuring that each Intern shall have demonstrated subject matter competency and completed the US Constitution requirement prior to assuming Intern services or responsibilities.
b. Candidates for the Internship program who are authorized to teach in Spanish bilingual classrooms are required to demonstrate proficiency in Spanish and pass Subtest III of the Spanish CSET (aka as Spanish LOTE III).

D. Upon employment, the Intern will be assigned a University Supervisor. University faculty in charge of field supervision of interns have received targeted professional development, including supervision responsibilities, adult learning theory, cognitive coaching, academic language development, the new ELD standards, and English language acquisition. The University Supervisor will:

a. Remain current in the knowledge and skills for candidate supervision and program expectations, including the CTC PK-3 TPEs.
b. Makes regular visits to the Intern's classroom (at least 6 per semester) and/or receives video observations (no more than 2), offering formative feedback and assistance, with special attention to areas of growth identified in conjunction with the candidate and the site coach.
c. Provides summative evaluations at the end of each semester. The supervisor will put the intern on an improvement plan if an intern exhibits dispositions contrary to the program's goals and mission and/or fails to demonstrate competence in teaching according to the CA Teacher Performance Expectations. If sufficient progress is not made toward the goals of the improvement plan by the stated deadlines, the intern may be required to exit the intern program.

E. Review and monitor the documentation of the Site Coach's qualifications. The Site Coach must have a minimum of 10 hours of professional development in mentoring new teachers and must receive information/training on the CTC PK-3 TPEs.

F. Provide training seminars each semester for University Supervisors and Site Coach.

3. DISTRICT'S RESPONSIBILITIES

A. The district is responsible for ensuring that the intern they have hired is supported by an administrator holding at least a preliminary administrative credential and that adequate supervision is provided by an on-site support provider (the "Site Coach"). **A minimum of five hours of support/mentoring and supervision shall be provided to the intern teacher every five instructional days by their designated district Site Coach.**

B. Clearly articulate terms of employment, including evaluation process of site-support. For evaluation purposes, the Site Coach will complete a mid-year and end-of-year SJSU Intern Summative Evaluation (to be provided to the University Supervisor).

C. District shall be responsible for providing release time to the district-based Site Coach / Support Provider for the performance of required duties. Additional compensation or a stipend may be provided to the Site Coach / Support Provider by the district. The principal and the Support Provider must sign a form (Appendix B) indicating they are aware of the support provider requirements (Appendix A) and the release time needed to complete observations.

D. Ensures Interns receive additional support (including targeted support for working with English Learners) through activities listed in Part A of Appendix A: Activities and Support for Interns.

E. Adheres to the provisions of the Intern Agreement Form (see Appendix B) to be signed upon employment by the district, intern, and Intern Program coordinator.

F. Attend the Site Coach and/or University Supervisor meetings each semester. H.

District ensures the following terms of employment:

a. Intern fulfills the classroom duties expected of a teacher at the school site. PK-3 Interns teach in a qualifying district preschool classroom or a TK-3rd grade classroom.
b. The interns' services meet the instructional or service needs of the participating district(s).
c. Intern does not assume any extra-curricular duties (examples: Literacy or Math Night Coordinator, club coordinator, yearbook advisor, head coach) during the initial semester, nor does the Intern teach an overload at any point in the program.
d. Interns will be paid a first-year salary based on their placement on the certificated salary schedule.
e. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision.

District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time, the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

4. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

7. TERM AND TERMINATION

A. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.;

B. This Agreement may be terminated at any time without penalty by written agreement or upon 30 days advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an

endorsement of any commercial product or service by the University, its officers or employees.

F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Notices. Notices required under this Agreement shall be sent to the parties by one of the following means: 1) mail, postage prepaid at the address below, or 2) electronic delivery to the email address below, which must include a return confirmation email from the recipient. Signatures delivered electronically shall have the same authority, effect, and enforceable as original signatures:

TO UNIVERSITY:

San José State University
One Washington Square
San Jose, CA 95192-0078
Attn: Dena Sexton, PhD
Director of Field Experience
Email: dena.sexton@sjsu.edu
Lurie College of Education

TO DISTRICT:

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Erin Green
Director, Human Resources
egreen@mvwsd.org

OR

TO UNIVERSITY:

Teacher-education@sjsu.edu

TO DISTRICT:

egreen@mvwsd.org

EXECUTION:
By signing below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made

SAN JOSÉ STATE UNIVERSITY Strategic Sourcing - Contracts Procurement

By: _____

Name/Title

By: _____

Erin Green, Director Human Resources

Appendix A: Activities and Support for Interns

Below, please find a list of activities used to support interns generally, and particularly in the area of targeted support for English Learners (indicated with an asterisk). Please also refer to our revised intern agreement form (Appendix B), signed by school site, intern and university before an internship credential application is submitted to the CTC.

A. **Activities and support provided at the school site by administrators, coaches, and colleagues** (*must average 5 hours per week)
   - New Teacher Orientation and Start of Year Teacher Professional Development
   - Grade Level or Department Meetings related to curriculum, planning, instruction, and/or assessment
   - Assistance with district-wide or school-wide benchmarking, where applicable
   - Weekly meetings with the site coach to reflect, set goals, and review progress
   - Planning support, including co-planning with EL-certified colleagues and/or site coach*
   - Regular review of EL strategies, EL student work, and EL student progress*
   - Review/discuss test results with colleagues (including ELPAC and assessments)*
   - Collaborate with the intern on the intern's areas of need and improvement
   - Conduct 6-8 observations throughout the semester (12-16 observations over an academic year).
   - Complete a mid-semester and end-of-semester check-in.

B. **Activities and support provided at the school site by university supervisors**
   - Semi-weekly visits from university supervisor for observation of teaching
   - Regular meetings with university supervisor to debrief observations of teaching
   - Regular feedback from university supervisor related to academic language and planned language production
   - Regular review of EL strategies, EL student work, and EL student progress*
   - Observation and formative feedback using *Protocol for Planned Language Production**
   - Review/discuss test results with colleagues (ELPAC and assessment results)*
   - Email, phone, and/or video conferencing support related to observation, problem solving, planning, curriculum and/or instruction*

C. **Activities and support provided at the university by faculty, supervisors and /or peers**
   - Development and/or refinement of a classroom management plan
   - Development and refinement of learner map and long-range assessment plan
   - Support in interpreting and contextualizing test score data (including ELPAC and other assessment results)*
   - Regular reflection on problem-solving, planning, curriculum and/or instruction*
   - Development and refinement of a unit plan aligned to common core/CA Preschool/Transitional Kindergarten Learning Foundations (PTKLF) and ELD standards*
   - Review of Academic Language Demands and Student Support of mini-unit*
   - Reflection on EL student work and progress towards planned learning outcomes*

Appendix B: PK-3 Intern Agreement Form
PK-3 ECE Specialist Instruction Credential, San Jose State University

Name: (Last, first): _____ Date: _____

Phone: (home or cell) _____ Student ID: _____

E-mail: _____ Grade Level: _____

District: _____ School: _____

Principal _____ Principal Email: _____

Effective date of hire _____

Guidelines and Provisions for the Support of Interns

I agree to abide by the following expectations for interns:

1. Intern fulfills the classroom duties expected of a teacher at the school, teaching subjects appropriate to a PK-3 ECE Specialist Instruction Credential.
2. Intern attends District New Teacher Orientations and appropriate staff development sessions that do not conflict with SJSU required courses.
3. The intern does not assume any extracurricular duties (e.g., Literacy or math night, yearbook advisor, club coordinator).
4. The school assigns the intern a site coach. The school ensures that this coach has at least 4 years of teaching experience and a valid Clear Multiple Subject or PK-3 Credential with EL authorization. The site coach meets weekly with the intern.
5. Weekly meetings between the Intern and School Site Coach (and/or grade-level colleagues) include co-planning lessons, units, and/or assessments; discussing district curriculum, benchmarks, and assessment data for students in the intern's classroom; and discussing EL strategies and progress. The Intern completes a log sheet detailing time and topics.
6. The intern meets regularly with the SJSU Supervisor to review progress, discuss challenges, and work to align teaching practice with California Standards for the Teaching Profession.
7. Intern completes all PK-3 Credential Program requirements and remains in good standing throughout the program.
8. The intern completes all additional CTC/Internship Program requirements (such as CTC surveys and logging of support/supervision hours) as requested.
9. Intern observes several lessons in a variety of classrooms.

Intern Applicant Signature: _____ Date _____

School District Personnel/Human Resources Director

I hereby verify that (Name of School District)_____ intends to employ this applicant as an Intern teacher beginning (Date) _____ provided that all authorizations are complete. I have read the *Guidelines and Provisions for the Support of Interns* above and attest that these guidelines and provisions will be maintained as long as the applicant is employed by this district as an intern.

Print Name: _____ Signature_____

Date: _____

SJSU Intern Program Coordinator Approval of Applicant for Internship Program

Print Name: _____ Signature_____

Date: _____

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) FCMAT Extraordinary Audit Findings

Estimated Time:

Person Responsible:
David M. Toston, Sr., Ed.D., SCCOE Superintendent
Stephanie Gomez, SCCOE Assistant Superintendent

Background:
In November 2024, the Santa Clara County superintendent of schools and the Fiscal Crisis and Management Assistance Team (FCMAT) agreed for FCMAT to conduct an extraordinary audit of the Mountain View Whisman School District to determine if fraud, misappropriation of funds or other illegal fiscal practices may have occurred in relation to the former district superintendent. FCMAT developed and conducted audit procedures to analyze and evaluate the district's contracts and vendor selection process. The audit scope, objectives, and substantive transaction testing were based on the FCMAT study team's experience and professional judgment. Dr. Toston will present a report containing the study team's findings and recommendations.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

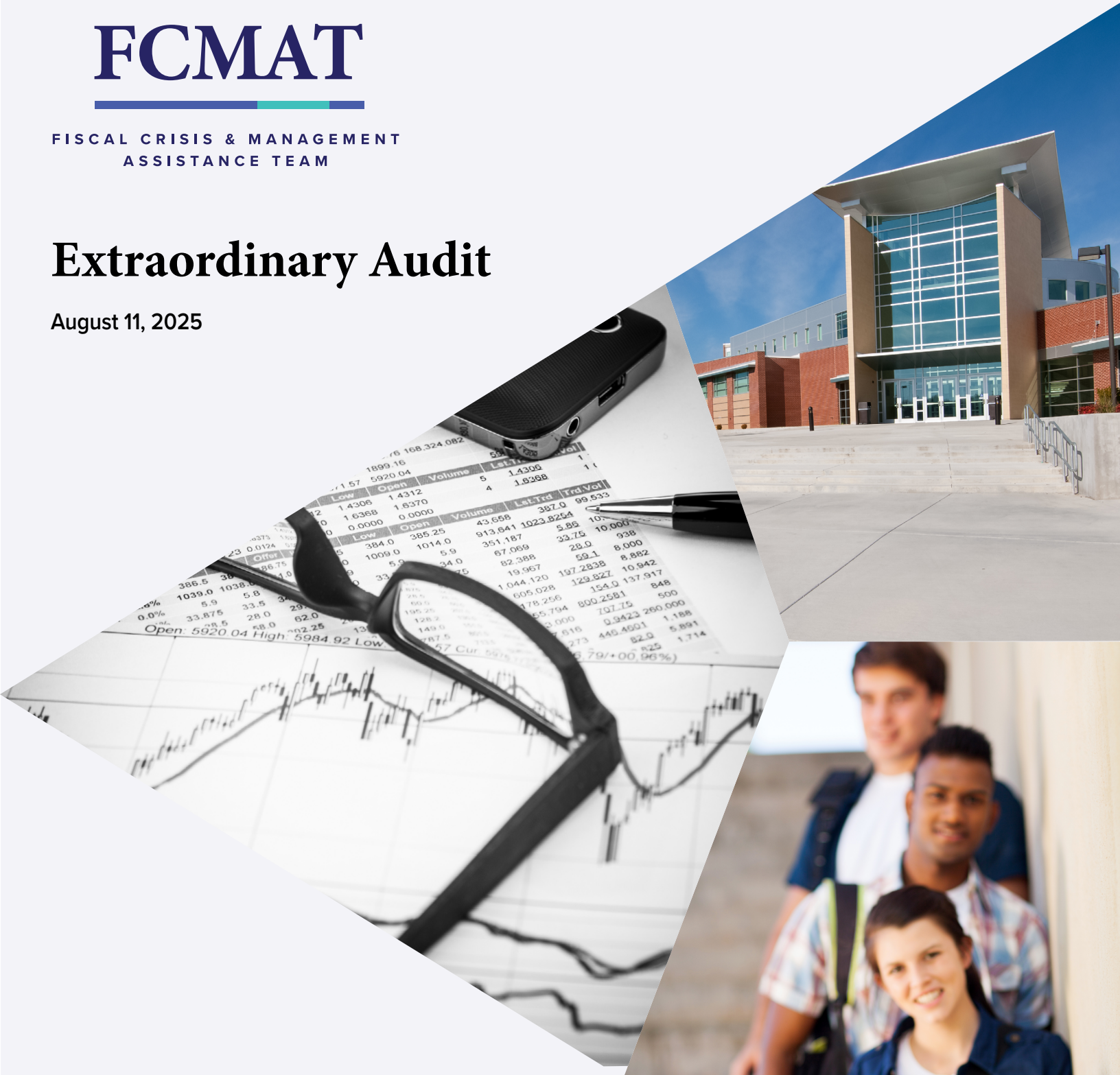
Description	Type	Upload Date
Mountain View Whisman SD Final Report	Backup Material	8/15/2025

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Extraordinary Audit

August 11, 2025



Mountain View Whisman School District

Michael H. Fine
Chief Executive Officer

FCMAT FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

August 11, 2025

David M. Toston, Sr., Ed.D., Superintendent
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, CA 95131

Dear Superintendent Toston:

In November 2024, the Santa Clara County superintendent of schools and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for FCMAT to conduct an extraordinary audit of the Mountain View Whisman School District to determine if fraud, misappropriation of funds or other illegal fiscal practices may have occurred in relation to the former district superintendent. Specifically, the agreement has the following scope and objectives:

1. The team will review and test the Subject Entity's expenditures and internal controls for vendor selection, contracted services and governing board approval to determine whether the district was involved in any undisclosed or inappropriate related-party transactions that were in conflict with state and local policies and standards, or that violated conflict of interest laws.
2. The team will review and test the Subject Entity's expenditures and internal controls related to the prior superintendent's travel, expenditure reimbursement and credit card use.
3. The team will sample associated transactions within fiscal years 2022-23 and 2024-25 to date. Disbursements selected for testing will be based on the Team's judgment as to sample size, sample selection technique and conclusion. Sample testing and review results are intended to provide reasonable but not absolute certainty about whether the Subject Entity's travel and credit card expenditures, vendor and contractor disbursements, expenditure reimbursements and related internal controls were sufficiently appropriate.

This draft report contains the study team's findings and recommendation. Please review the draft report for any factual inaccuracies and provide any suggested changes or revisions on or before August 4, 2025. If you have questions regarding the report, please contact me at jpotter@fcmat.org.

FCMAT appreciates the opportunity to serve you and extends thanks to the staff of the Santa Clara County Office of Education, the Mountain View Whisman School District, and Mountain View community members for their cooperation and assistance during this review.

Sincerely,

Michael H. Fine
Chief Executive Officer

Michael H. Fine • Chief Executive Officer
1300 17th Street – City Centre, Bakersfield, CA 93301-4533 • Tel. 661-636-4611 • Fax 661-636-4647
www.fcmat.org

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About FCMAT

Purpose and Services

FCMAT was created by the California Legislature to help California's transitional kindergarten through grade 14 (TK-14) local educational agencies (LEAs) avoid fiscal insolvency. Today, FCMAT helps LEAs identify, prevent and resolve financial, management, program, data, and oversight challenges; provides professional learning; produces and provides software, checklists, manuals and other tools; and offers other related school business and data services.

FCMAT may be asked to provide fiscal crisis or management assistance by a school district, charter school, community college, county superintendent of schools, the state superintendent of public instruction, or the Legislature.

When FCMAT is asked for help with management assistance or a fiscal crisis, FCMAT management and staff work closely with the requesting LEA to meet their needs. Often this means conducting a formal study using a FCMAT study team that coordinates with the LEA for on-site fieldwork to evaluate specified operational areas and subsequently produces a written report with findings and recommendations for improvement.

For more immediate needs in a specific area, FCMAT offers short-term technical assistance from a FCMAT staff member with the required expertise.

To help meet the need for qualified chief business officials (CBOs) in LEAs, FCMAT offers four different CBO training and mentoring programs that consist of 11 or 12 diverse two-day training sessions over the course of a full year.

For agencies with professional learning needs, FCMAT offers workshops on specific topics. Popular topics include associated student body operations, use of FCMAT's Projection-Pro online financial forecasting software, use of FCMAT's Local Control Funding Formula (LCFF) Calculator, and data reporting for the California Longitudinal Pupil Achievement Data System (CALPADS). FCMAT staff and management also frequently make presentations at various professional conferences.

The California School Information Services (CSIS) service of FCMAT helps the California Department of Education (CDE) operate CALPADS; helps LEAs learn about CALPADS, resolve data issues and meet reporting requirements; and provides LEAs with training and leadership in data management. CSIS also developed and continues to host and improve the Standardized Account Code Structure (SACS) web-based financial reporting system for all California LEAs, and provides ed-data.org, which gives educators, policymakers, the Legislature, parents and the public quick access to timely and comprehensive data about TK-12 education in California.

Since it was formed, FCMAT has provided LEAs with the types of help described above on more than 2,000 occasions.

FCMAT's administrative agent is the Kern County Superintendent of Schools. FCMAT is led by Michael H. Fine, Chief Executive Officer, and is funded by appropriations in the state budget and modest fees to requesting agencies.

Workshop schedules, manuals, presentation slide decks, Projection-Pro software, LCFF calculators, past reports, an online help desk, and many other resources are available for download or use at no charge on FCMAT's website.

History

FCMAT was created by Assembly Bill 1200 (Chapter 1213, Statutes of 1991) and Education Code 42127.8. Assembly Bill 107 (Chapter 282, Statutes of 1997) added Education Code 49080, which charged FCMAT with responsibility for CSIS and its statewide data management work, and Assembly Bill 1115 (Chapter 78, Statutes of 1999) codified CSIS' mission.

Assembly Bill 1200 created a statewide plan for county offices of education and school districts to work together locally to improve fiscal procedures and accountability standards. Assembly Bill 2756 (Chapter 52, Statutes of 2004) gave FCMAT specific responsibilities for districts that have received emergency state loans.

In January 2006, Senate Bill 430 (Chapter 357, Statutes of 2005) amended Education Code 42127.8, and Assembly Bill 1366 (Chapter 360, Statutes of 2005) amended Education Codes 42127.8 and 84041. These new laws expanded FCMAT's services to include charter schools and community colleges, respectively.

Assembly Bill 1840 (Chapter 426, Statutes of 2018) changed how fiscally insolvent districts are administered once an emergency appropriation has been made, shifting oversight responsibilities from the state to the local county superintendent to be more consistent with the principles of local control, and giving FCMAT new responsibilities associated with the process.

Introduction

Background

Located in northwestern Santa Clara County in the heart of Silicon Valley, the Mountain View Whisman School District has nine elementary schools, two middle schools and a preschool and is situated in an ethnically diverse suburban community. Total district enrollment in 2024-25 was 4,644 students, with 37% of those students being English learners, foster youth, or qualifying for free or reduced-price meals (this is known as the unduplicated pupil percentage).

In November 2024, the Santa Clara County superintendent of schools asked FCMAT to help the county office of education by conducting an Assembly Bill (AB) 139 extraordinary audit to determine if fraud, misappropriation of funds or other illegal fiscal practices may have occurred at the district. Specifically, the county superintendent requested that FCMAT review certain transactions specific to the district's former superintendent, who was employed in that capacity from July 1, 2015 until his resignation from the district in October 2024. The request followed allegations of questionable business relationships, contracts, transactions, and travel from various parents, community members and district employees.

The county superintendent and FCMAT jointly determined that the scope of transactions to be reviewed would include the district's expenditures and internal controls for vendor selection, contracted services and governing board approval, to determine whether the district was engaged in any undisclosed or inappropriate related-party transactions. Additionally, in December 2024, the scope was expanded to include a review of expenditures and internal controls related to the prior superintendent's travel, expenditure reimbursements, and credit card use. Review and testing covered contracts and transactions that occurred from July 1, 2022 through the end of the former superintendent's tenure in October 2024.

Study and Report Guidelines (AB 139 Audit Authority)

Education Code (EC) 1241.5(b) permits a county superintendent of schools to review or audit the expenditures and internal controls of any school district within the county if they have reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred that merit examination. This is known as an extraordinary audit.

The purpose of an extraordinary audit is to determine if sufficient evidence exists that fraud, misappropriation of funds, or other illegal fiscal practices may have occurred, and to document the findings for referral to the state controller, the state superintendent of public instruction and the local district attorney's office and further investigation by others if needed.

In writing its reports, FCMAT uses the Associated Press Stylebook and its own short internal style guide, which emphasize plain language, capitalize relatively few terms, and strive for conciseness, clarity and simplicity.

Extraordinary Audit Procedures

An extraordinary audit is conducted based on the study team's experience and judgment. These audits have many components, including obtaining and examining available original source documents; corroborating documents and information through third-party sources when possible; interviewing potential wit-

nesses; gaining an understanding of internal controls applicable to the scope of the work; and assessing factors such as intent, capability, opportunity, and possible pressures or motives.

The audit consists of the following:

- Gathering adequate information about specific allegations.
- Establishing an audit plan.
- Performing audit test procedures, often based on sampling of transactions.
- Using the team's judgment and experience to determine whether fraud, misappropriation of funds, or other illegal fiscal practices may have occurred.
- Quantifying and evaluating the loss, if any, that resulted from the alleged inappropriate activity.
- Determining who may have been involved and how it may have occurred.

FCMAT initially visited the district on February 5, 2025 to conduct interviews, collect data and review documents. Following fieldwork, FCMAT continued its review and analysis of available documentation. Sample testing procedures and the subsequent results are explained in each section of this report.

The FCMAT audit team reviews and evaluates the available information and documents that fall within an audit's scope. The team then assesses this information to determine whether it contributes to a finding in the report. Other information may also be included when relevant.

Judgments Regarding Guilt or Innocence

The existence of fraud, misappropriation of funds and/or assets, or other illegal fiscal practices is solely the purview of the courts. FCMAT is not making statements that could be construed as a conclusion that fraud, misappropriation of funds and/or assets, or other illegal fiscal practices have occurred. These terms are a broad legal concept, and auditors do not make legal determinations regarding whether illegal activity has occurred.

Study Team

The study team was composed of the following members:

Jeffrey B. Potter, CFE
Intervention Specialist

Tami Montero, CFE
Intervention Specialist

John Lotze
FCMAT Technical Writer

Each team member reviewed the draft report to confirm its accuracy and to achieve consensus on the final recommendations.

Fraud, Occupational Fraud and Internal Controls

Fraud can include an array of irregularities and illegal acts characterized by intentional deception and misrepresentations of material facts. Although all employees have some degree of responsibility for internal controls, the governing board, superintendent and senior management are ultimately responsible.

Occupational Fraud

Occupational fraud includes asset misappropriation, corruption, and fraudulent financial statements. Occupational fraud occurs when an organization's owners, executives, managers or employees use their position in the organization to deliberately misuse or misapply the employer's resources or assets for personal benefit.

Asset misappropriation includes the theft or misuse of local educational agency (LEA) assets and may include taking cash, inventory or other assets, and/or fraudulent disbursements. Asset misappropriation is the largest category of occupational fraud and includes numerous fraudulent disbursement schemes. Corruption schemes involve one or more employees and/or board members using their influence in business transactions to obtain a personal benefit that violates their duty to the employer or the organization; conflicts of interest fall into this category. Financial statement fraud includes intentionally misstating or omitting material information in financial reports.

Many different types of fraud exist; however, occupational fraud, including asset misappropriation and corruption, is more likely to occur when employees are in positions of trust and have access to assets. Embezzlement occurs when someone who is lawfully entrusted with property takes it for their personal use. Common elements in all fraud include the following:

- Intent, or knowingly committing a wrongful act.
- Misrepresentation or intentional false and willful representation(s) of a material fact.
- Reliance on weaknesses in the internal control structure, including when an individual relies on fraudulent information.
- Concealment of the act or facts.
- Damages, loss or injury by the deceived party.

This report presents findings regarding whether the district's former superintendent had the opportunity, incentive, rationalization/attitude, and capability to commit fraud, misappropriation of funds or other illegal fiscal practices.

Internal Controls

The accounting industry defines the term "internal control" as it applies to organizations, including school agencies. The Committee of Sponsoring Organizations of the Treadway Commission (COSO) gives organizations guidance on internal control, risk management, governance and fraud deterrence. COSO is recognized globally for its Internal Control – Integrated Framework (ICIF), which was updated in its 2023 publication, Achieving Effective Internal Control Over Sustainability Reporting (ICSR): Building Trust and Confidence Through the COSO Internal Control – Integrated Framework. This publication defines internal control as follows:

> A process, effected by an entity's board of directors, management, and other personnel, designed to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting, and compliance.

The reference to achievement of objectives refers to an organization's work of planning, organizing, directing, and performing routine tasks related to operations, and monitoring performance. An organization establishes control over its operations by setting goals, objectives, budgets and performance expectations.

Several factors influence the effectiveness of internal control, including the social environment and how it affects employees' behavior, the availability and quality of information used to monitor an organization's operations, and the policies and procedures that guide an organization. Internal control helps an organization obtain timely feedback on its progress in meeting operational goals and guiding principles, producing reliable financial reports, and ensuring compliance with applicable laws and regulations.

Internal control is the primary mechanism for preventing and/or deterring illegal acts or fraud, which can include an assortment of irregularities characterized by intentional deception and misrepresentation of material facts. Effective internal control provides reasonable but not absolute assurance that operations are effective and efficient, that the financial information produced is reliable, and that the organization complies with all applicable laws and regulations.

Internal control provides the framework for an effective fraud prevention program. An effective internal control structure includes the policies and administrative regulations established by the board and operational procedures used by staff, adequate accounting and information systems, the work environment, and the professionalism of employees.

The Committee of Sponsoring Organizations of the Treadway Commission initially outlined the five components of internal control in an executive summary, Internal Control – Integrated Framework, published in 2013. Table 1 provides a summary of these components and their respective characteristics.

Table 1. Summary of Internal Control Components and Characteristics

Internal Control Component	Characteristics
Control Environment	The set of standards, processes and structures that provide the basis for carrying out internal control across an organization. Comprises the integrity and ethical values of the organization. Commonly referred to as the moral tone of the organization, the control environment includes a code of ethical conduct; policies for ethics; hiring and promotion guidelines; proper assignment of authority and responsibility; oversight by management, the board or an audit committee; investigation of reported concerns; and effective disciplinary action for violations.
Risk Assessment	Identification and assessment of potential events that adversely affect the achievement of the organization's objectives, and the development of strategies to react in a timely manner.
Control Activities	Actions established by policies and procedures to enforce the governing board's directives. These include actions by management to prevent and identify misuse of the LEA's assets, including preventing employees from overriding controls in the system.
Information and Communication	Ensures that employees receive information regarding policies and procedures and understand their responsibility for internal control. Provides opportunity to discuss ethical dilemmas. Establishes clear means of communication within an organization to report suspected violations.
Monitoring Activities	Ongoing monitoring to ascertain that all components of internal control are present and functioning; ensures deficiencies are evaluated and corrective actions are implemented.

Source: COSO's 2013 publication, *Internal Control – Integrated Framework*.

The five components of internal control are supported by underlying principles that help ensure an organization achieves effective internal control. Each of the five components listed in Table 1 above and their related principles must be present and function in an integrated manner to be effective. An effective system of internal control can provide reasonable but not absolute assurance that the organization will achieve its objectives.

Although an LEA's employees have some responsibility for internal control, the superintendent, board and other key management personnel have a higher ethical standard, fiduciary duty and responsibility to safeguard the LEA's assets.

Control Environment

The internal control environment establishes an organization's moral tone. It begins with the organization's leadership and encompasses employees' perception of the ethical conduct displayed by the governing board and executive management.

The control environment is the set of standards that enables other components of internal control to be effective in preventing and/or deterring fraud or illegal acts. It sets the tone for the organization, provides discipline and control, and includes factors such as integrity, ethical values and competence of employees.

The control environment can be weakened significantly by a lack of experience in fiscal management and internal control.

Control Activities

Control activities are a fundamental component of internal control and are a direct result of policies and procedures designed to prevent and detect misuse of an LEA's assets, including preventing any employee from overriding system controls. Examples of control and transaction activities include the following:

- **Performance reviews**: These compare actual data with expectations. In accounting and business offices, this most often occurs when budgeted amounts are compared with actual expenditures to identify variances and followed up with budget transfers to prevent overspending.
- **Information processing**: This includes the approvals, authorizations, verifications and reconciliations necessary to ensure that transactions are valid, complete and accurate.
- **Physical controls**: These are the processes and procedures designed to safeguard and secure assets and records.
- **Supervisory controls**: These assess whether the transaction control activities performed are accurate and follow established policies and procedures.
- **Segregation of duties**: This consists of processes and procedures that ensure no employee or group is placed in a position to be able to commit and conceal errors or fraud in the normal course of duties. In general, segregation of duties includes separating the custody of assets, the authorization or approval of transactions affecting those assets, the recording or reporting of related transactions, and the execution of the transactions. Adequate segregation of duties provides for separate processing by different individuals at various stages of a transaction, and for independent review of the work; these measures reduce the likelihood that errors will remain undetected.

Internal controls are effective in deterring and detecting fraud, and in mitigating financial errors. They help ensure that transactions are documented thoroughly and reconciled. Effective internal controls require the governing board, management and staff to discern system weakness.

Conflicts of Interest

FCMAT did not identify any conflicts of interest (as defined below) in this review. However, this section is included to help readers understand the types of situations FCMAT considers when reviewing for possible conflicts. These standards help promote transparency and accountability in public education.

Actual (or Appearance of) Impropriety; Government Code 1090; Political Reform Act; and Common Law

In broad terms, a conflict of interest arises when a public official participates in a decision-making process about matters in which they have a personal interest that could influence their conduct, create the appearance of a conflict or impropriety, or be perceived as fostering divided loyalty.

Some conflict-of-interest laws focus on financial interests, such as contracts that come before an agency for approval when the official (or the official's spouse or registered domestic partner) has some financial connection to the transaction. An official is considered to be participating in making a contract not only by voting to approve it, but also by participating in the preliminary phases leading up to the vote, such as the earliest discussions about the contract, and planning, developing specifications, and soliciting for bids. The decision to hire an employee is considered an approval of a contract for purposes of conflict-of-interest law.

Conflicts of interest are addressed in common law, as reflected in court decisions, and in statute. Relevant statutes pertaining to LEAs include EC 35107(e); California Government Code (GC) 1090, GC 81000 and following; and California Corporations Code 5233, which applies to consultants serving LEAs.

Financial Conflicts

Government Code 1090

California Government Code 1090 prohibits approval of contracts in which an official has a financial interest. Under GC 1090, a "public official" includes board members, officers and certain designated employees and consultants of school districts, charter schools, and other governmental entities. It is the highest standard to meet, and violations of this law can lead to felony charges.

If a board member has an interest in a contract deemed to be a GC 1090 violation, then the entire board is prohibited from entering into the contract unless an exception or safe harbor (i.e., a special provision that offers legal protection if certain conditions are met) applies. This is true even if the contract offers the best price and even if the board member with the conflict abstains from voting on the matter. In cases where a safe harbor applies, such as when a board member is considered to have a "remote financial interest" according to GC 1091, or is not "deemed to be interested" under GC 1091.5(a), the board may vote on the contract provided the affected member abstains from discussion and voting on the matter.

Government Code 1090 also applies to employees who prepare or negotiate contracts in which they have a financial interest and those who recommend the approval of such a contract. The prohibition is absolute absent a valid exception, and the contracts are voidable and have no legal effect.

The Fair Political Practices Commission (FPPC) published *An Overview of Section 1090 and FPPC Advice* in October 2020, which provides further clarification regarding conflicts of interest as follows:

> In *Thomson v. Call* (1985) 38 Cal.3d 633, the California Supreme Court explained the purpose underlying Section 1090:
>
> > [E]xamination of the goals and policy concerns underlying section 1090 convinces us of the logic and reasonableness of the trial court's solution. In *San Diego v. S.D. & L.A.R.R. Co., supra*, 44 Cal. 106, we recognized the conflict-of-interest statutes' origins in the general principle that 'no man can faithfully serve two masters whose interests are or may be in conflict': 'The law, therefore, will not permit one who acts in a fiduciary capacity to deal with himself in his individual capacity. . . . For even if the honesty of the agency is unquestioned. . . yet the principal has in fact bargained for the exercise of all the skill, ability and industry of the agent, and he is entitled to demand the exertion of all this in his own favor.' (44 Cal. at p. 113.) We reiterated this rationale more recently in *Stigall v. City of Taft, supra*, 58 Cal.2d 565: 'The instant statutes [§ 1090 et seq.] are concerned with any interest, other than perhaps a remote or minimal interest, which would prevent the officials from exercising absolute loyalty and undivided allegiance to the best interests of the city.' (58 Cal.2d at p. 569.)
>
> Furthermore, Section 1090 is intended "not only to strike at actual impropriety, but also to strike at the appearance of impropriety." A contract that violates Section 1090 is void. The prohibition applies even when the terms of the proposed contract are demonstrably fair and equitable or are plainly to the public entity's advantage.
>
> Courts have recognized that Section 1090's prohibition must be broadly construed and strictly enforced. "An important, prophylactic statute such as Section 1090 should be construed broadly to close loopholes; it should not be constricted and enfeebled."
>
> [Footnote case citations removed from the quoted information by FCMAT.]

Political Reform Act

The Political Reform Act, initially enacted by Proposition 9 in June 1974 and updated as needed, is another California law regarding financial conflicts. The stated intent of the act is to establish a process for most state and local officials, as well as for certain designated employees and consultants, to publicly disclose their economic interests. This disclosure of personal income and assets aims to identify potential areas of conflict that could influence the decisions and actions of these individuals.

The Political Reform Act's provisions are enforced by the FPPC and enumerated in the California Government Code. It requires every state and local governmental agency to adopt a conflict-of-interest code. The FPPC is the state agency responsible for interpreting the provisions of the law and issuing California Form 700 – Statement of Economic Interests.

Because school governing board members are considered public officials and governing boards are considered legislative bodies, these members, as well as certain designated individuals involved in financial decisions for an LEA, must annually file a statement of economic interests (Form 700) by April 1 for the preceding calendar year. Among the individuals who must complete this form at school districts are superintendents, business officials, and board members. In addition, the Political Reform Act stipulates that a consultant to the organization "who makes, participates in making, or acts in a staff capacity for making governmental decisions" may be required to complete a Form 700.

Form 700 requires reporting the following:

- Sources of income (including gifts and honoraria).
- Investments (stocks, business interests).
- Interests in real property.
- Business positions held.
- Certain travel payments.

Form 700 must be filed, or refiled, at the following times:

- **Assuming Office Statement**: When taking a position that requires disclosure.
- **Annual Statement**: Filed by April 1 each year.
- **Leaving Office Statement**: When leaving a position that required filing.
- **Candidate Statement**: When running for an elected position.

Failure to follow FPPC Form 700 rules can result in fines, and, in extreme cases, deliberate failure to file can result in criminal charges by the attorney general or district attorney, or civil or administrative action by the FPPC.

The Political Reform Act concerns situations in which a public official participates in or attempts to influence a government decision that affects their economic interests. Failure to disclose information is a form of influence. If a conflict under the Political Reform Act exists, the public official must recuse themself from every part of the decision-making process and abstain from voting. The FPPC has issued many detailed regulations about conflicts of interest, as discussed in the "Nonfinancial Conflicts" section below.

Nonfinancial Conflicts

Common Law

Court opinions lay out common law principles that require public officials to abstain from decisions in which they have a personal interest, even if their interest is not financial. The remedy for a common law conflict of interest is for the affected individual to disclose the conflict and abstain from discussion of and voting on the matter.

Appearance of Impropriety

Conflict of interest applies not only to economic interests but also to the appearance of impropriety, misconduct, or even indiscretion. Conflict of interest is about self-dealing, which occurs when a fiduciary, such as a government official, prioritizes their personal interests over the interests of the entity or individuals they are entrusted to serve. Often a government official may claim they did not benefit financially from a transaction and that therefore there was no conflict of interest. However, those who may commit improprieties can have hidden interests that are not always economic, such as when a board member's actions are detrimental to the district because they provided a benefit to a friend, relative or romantic interest.

The Office of the Attorney General of California's Opinion No. 97-511, dated December 5, 1997, discusses the appearance of impropriety:

> The Supreme Court has declared that the purpose of section 1090's prohibition 'is to remove or limit the possibility of any personal influence, either directly or indirectly, which might bear on an official's decision, as well as to void contracts which are actually obtained through fraud or dishonest conduct. . . .' (*Stigall v. City of Taft* (1962) 58 Cal.2d 565, 569.) The statutory goal is 'not only to strike at actual impropriety, but also to strike at the appearance of impropriety.' (*City of Imperial Beach v. Bailey* (1980) 103 Cal.App.3d 191, 197.)

Limiting the possibility of any direct or indirect personal influence includes avoiding even the appearance of a conflict. Failure to do so can be dishonest and is a breach of a public official's fiduciary responsibilities. When a public official such as a board member, or even any government employee, conceals information about their personal interest in a decision, they are depriving the board or management of information that may be necessary for them to make an informed decision. By acting without disclosing their own personal interest (self-dealing), the board member or employee gains hidden influence over the outcome of other board members' decisions.

A board member can influence a governmental decision by concealing information from fellow board members or the public when, had that information been known, it would, or would have appeared to, alter the outcome of the decision. Failure to disclose information is a form of influence.

The FPPC has published many resources regarding conflicts of interest, including *An Overview of Section 1090 and FPPC Advice* in October 2020, *A Quick Guide to Section 1090* in October 2020, and *Recognizing Conflicts of Interest* in August 2015. These resources provide further clarification regarding conflicts of interest.

A Quick Guide to Section 1090 describes the purpose of GC 1090 as follows:

> Section 1090 "Codifies the long-standing common law rule that barred public officials from being personally financially interested in the contracts they formed in their official capacities."
>
> The prohibition is based on the rationale that a person cannot effectively serve two masters at the same time. Therefore, Section 1090 is designed to apply to any situation that "would prevent the officials involved from exercising absolute loyalty and undivided allegiance to the best interests of the [public entity concerned]." Section 1090's goals include eliminating temptation, avoiding the appearance of impropriety, and assuring the public of the official's undivided and uncompromised allegiance.
>
> Furthermore, Section 1090 is intended "not only to strike at actual impropriety, but also to strike at the appearance of impropriety."
>
> [Footnote case citations removed from the quoted information by FCMAT.]

The Political Reform Act represents voters' recognition that conflicts of interest in government decision-making by public officials pose a significant danger. *Recognizing Conflicts of Interest* states:

> Under the Act, a public official will have a statutory conflict of interest with regard to a particular government decision if it is foreseeable that the outcome of the decision will have a financial impact on the official's personal finances or other financial interests. In such cases, there is a risk of biased decision-making that could sacrifice the public's interest in favor of the official's private financial interests. In fact, preventing conflicts of interest was of such vital importance to the voters that the Act not only prohibits actual bias in decision-making but also "seeks to forestall ... the appearance of possible improprieties."
>
> [Footnote case citations removed from the quoted information by FCMAT.]

The issue of the appearance of possible improprieties is discussed in the 1997 Fourth District Court of Appeal decision in *Witt v. Morrow* as follows:

> Morrow asserts it is unconstitutional to automatically disqualify a public official from participating in decisions which may affect the investments of an entity which pays him .... However, the whole purpose of the Political Reform Act of 1974 is to preclude a government official from participating in decisions where it appears he may not be totally objective because the outcome will likely benefit a corporation or individual by whom he is also employed. [*Witt v. Morrow* (1977) Official California Appellate Reports, Third Series volume 70 pages 817, 822-823 (*Witt v. Morrow* [1977] 70 Cal.App.3d 817, 822-823)].

The Political Reform Act applies to all "public officials," which GC 82048 defines as "every member, officer, employee or consultant of a state or local government agency." In the 1962 case of *Stigall v. City of Taft*, the California Superior Court recognized that GC 1090's prohibition against conflicts of interest must be broadly construed and strictly enforced (*Stigall v. City of Taft* (1962) Official California Reports, Second Series volume 58 page 565 [*Stigall v. City of Taft* (1962) 58 Cal.2d 565]).

Reasonably Foreseeable Financial Effect

In its implementation of the Political Reform Act, the FPPC enacts many regulations, including Title 2, California Code of Regulations 18700 (2 CCR 18700), the basic rule and guide to conflict-of-interest regulations. This regulation states, in part:

> (a). Basic Rule: A public official at any level of state or local government has a prohibited conflict of interest and may not make, participate in making, or in any way use or attempt to use the official's position to influence a governmental decision when the official knows or has reason to know the official has a disqualifying financial interest. A public official has a disqualifying financial interest if the decision will have a reasonably foreseeable material financial effect, distinguishable from the effect on the public generally, directly on the official, or the official's immediate family, or on any financial interest described in subdivision (c)(6)(A-F) herein. (Sections 87100, 87101, & 87103.)

Title 2, California Code of Regulations 18701 (2 CCR18701) determines whether a financial effect is reasonably foreseeable and states, in part:

> (a). Financial Interest Explicitly Involved: A financial effect on a financial interest is presumed to be reasonably foreseeable if the financial interest is a named party in, or the subject of, a governmental decision before the official or the official's agency. A financial interest is the subject of a proceeding if the decision involves the issuance, renewal, approval, denial or revocation of any license, permit, or other entitlement to, or contract with, the financial interest, and includes any governmental decision affecting a real property financial interest as described in Regulation 18702.2(a)(1)-(6).

Ethical Duty, Integrity, and Fiduciary Duty

It is not enough to evaluate a potential conflict of interest based on whether a public official has a direct financial interest. School managers and staff and the public should expect the highest level of ethics from all public officials. Public officials should show an ethical tone at the top and demonstrate the highest levels of integrity and fiduciary duty.

Board members are fiduciaries of the LEA. According to the Legal Information Institute, a fiduciary is someone who has a fiduciary duty to conduct themselves in a way that financially benefits another person or persons (referred to as a beneficiary or principal). In other words, the fiduciary assumes responsibility for managing money or other assets on behalf of the beneficiary. Moreover, a fiduciary may hold a legal or ethical relationship of trust with one or more other parties (person or group of persons). Board members, administrators and managers have fiduciary responsibilities or a fiduciary duty to the LEA(s) they serve.

The Legal Information Institute asserts that fiduciaries are responsible for certain fiduciary duties. FCMAT has summarized these six duties and actively applies them to LEA fiduciaries as follows:

- **Duty of Care**: Collect all evidence and available information before making a decision. Do your due diligence and review all the information and evidence available – do not just accept the information as it is presented. Assess information with a critical eye and ask who, what, when and where. A fiduciary's responsibility is to protect the LEA's assets.
- **Duty of Loyalty**: Do not use your position in the organization to further your private interests. Avoid anything that might injure the LEA.
- **Duty of Good Faith**: Advance the LEA's interests. Do not violate the law. Fulfill your duties and responsibilities.
- **Duty of Confidentiality**: Keep confidential matters confidential, and never disclose confidential information for your own benefit or to avoid personal liability.
- **Duty of Prudence**: Be trustworthy, with the degree of care and skill that a prudent member of management, board member, or fiduciary would exercise. Prudent means acting with wisdom and care, including exercising good judgment.
- **Duty of Disclosure**: Act with complete candor. Be open, sincere, honest and transparent. Disclose all financial interests on Form 700, Statement of Economic Interests.

Board members must be loyal and serve in good faith, with prudence and full disclosure, in the best interest of the LEA, without any hint of self-dealing or personal interest in any transaction associated with the LEA. They also have a duty to ensure their business partners (e.g., consultants, contractors and vendors) do the same.

When faced with potential conflicts of interest on the part of a public official, such as a school board member, administrator or consultant, it is important to consider the legal and ethical standards and to review any applicable board policies that may be even more restrictive than the statutory mandates.

Corruption

Corruption does not have to involve two or more parties; a single individual in a position of trust can exercise authority for their own personal gain. Personal gain can include, but is not limited to, helping a significant other or personal acquaintance get a job, promotion or pay raise. And when the relationship is not disclosed to the public, management, or all fellow board members, and the interested board member votes or abstains on the matter but fails to explain their reasons for abstaining, these actions may be considered a conflict of interest. Every conflict of interest requires one party to be in a position of trust, and every instance of corruption requires both a conflict of interest and a breach of that trust.

Transaction Sampling

FCMAT developed and conducted audit procedures to analyze and evaluate allegations and identify potential outcomes. The audit scope, objectives, and substantive transaction testing were based on the FCMAT study team's experience and professional judgment. Often, transaction testing does not include testing or evaluating all available transactions and records, as such an approach can be unnecessary and overly time consuming.

However, as stated in each report section, FCMAT chose not to select a sample for each area reviewed but instead tested all transactions within the identified scope. This decision was based on the number of applicable transactions identified within the time specified in scope of the audit, which was July 1, 2022 through October 7, 2024.

Transactions selected, when applicable, are analyzed and compared to applicable statutes, board policies, administrative regulations, operational procedures, and industry standards or best practices. They are then evaluated for proper authorizations and reasonableness based on the team's judgment and technical expertise in school business operations, internal controls, and accounting best practices.

Testing and examination of results are intended to provide reasonable but not absolute assurance that the transactions and financial activity are accurate, and/or to identify whether fraud, misappropriation of funds, or other illegal fiscal practices may have taken place during the period under review.

Gift of Public Funds

FCMAT did not identify any concerns related to the gift of public funds in this review. This section is included to help readers understand the standards used to evaluate whether certain expenditures serve a valid public purpose as determined by the district's board of education. These guidelines support the lawful use of public resources.

Standards for Determining a Gift of Public Funds

Article 16, Section 6 of the California Constitution specifies that the state Legislature cannot authorize any county, city, or other political subdivision to make any gift of public funds to an individual or corporation. This prohibits making any gift of public money or items of value to any individuals (including public employees), corporations, or other government agencies. This constitutional prohibition is designed to prevent the misuse of public money.

Expending public funds for a direct and substantial public purpose, with only an incidental benefit to an individual, is unlikely to violate this constitutional prohibition. The existence, lack of, or absence of a direct and substantial public purpose is the primary factor in determining whether an expenditure is a gift of public funds.

To justify an expenditure of public funds, a governing board must determine that it directly benefits the education of the LEA's students. Expenditures that most directly and demonstrably benefit students' education are more likely justified, but expenditures driven by personal motives are not, even if they have been a longstanding local custom or are based on benevolent intentions. If the LEA's governing board has determined that a particular type of expenditure serves a public purpose, courts will almost always defer to that finding. Therefore, if the LEA has a board policy stating that specific items are allowable, such as scholarships and awards, the expenditure will likely be considered allowable.

County Superintendent of Schools' Responsibilities

In accordance with EC 42638(b), action by the county superintendent of schools shall include the following:

> If the county superintendent determines that there is evidence that fraud or misappropriation of funds has occurred, the county superintendent shall notify the governing board of the school district, the State Controller, the Superintendent of Public Instruction, and the local district attorney.

In accordance with EC 1241.5(b), the county superintendent is required to report the findings and recommendations in this report to the district's governing board at a regularly scheduled board meeting within 45 days of completing the audit (the date of this report). Within 15 days of receipt of the report, the district's governing board is required to notify the county superintendent of its proposed actions regarding the county superintendent's recommendations.

Findings

Contracts and Vendor Selection

FCMAT developed and conducted audit procedures to analyze and evaluate the district's contracts and vendor selection process. The audit scope, objectives, and substantive transaction testing were based on the FCMAT study team's experience and professional judgment.

FCMAT reviewed all contracts listed in the board agendas during the period specified in the audit scope; however, some small or routine contracts were disregarded, as noted below. Transactions were analyzed and compared to applicable statutes, board policies, administrative regulations, operational procedures, and industry standards or best practices. They were evaluated for proper authorizations and reasonableness based on the team's judgment and technical expertise in school business operations, internal controls, and accounting best practices.

Local educational agencies (LEAs) are required to follow the California School Accounting Manual (CSAM) and to record revenues and expenditures using the standardized account code structure. Part of this account code structure is the four-digit object field, which classifies expenditures according to the types of items purchased or services obtained. LEAs are required to code their transactions to at least the minimum object level required by the California Department of Education (CDE). According to the CSAM, objects 5000-5999 are for recording "expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, and legal and other operating expenditures. Expenditures may be authorized by contracts, agreements, purchase orders, and so forth." Objects 6000-6999 are for recording "expenditures for land, buildings, equipment, capitalized complements of books for new libraries, and other intangible capital assets, such as computer software, including items acquired through leases with option to purchase."

For the period under review, FCMAT requested information from the district's financial system, including a purchase order report for objects 5000-6999. FCMAT disregarded general service contracts such as those for utilities and those with other government agencies for required services (e.g., health insurance, fire inspections).

During interviews, FCMAT asked district staff open-ended questions to help gain an understanding of the district's operational procedures and internal controls for procurement and vendor payments and to evaluate the adequacy of controls in general. Although interviewees indicated that processes and procedures for procurement and bidding had been established and were being followed, the district provided no formal written procedures or procedural manual in response to FCMAT's request.

For contracts, documentation of all procurement activities is required. Education Code 35250(b) states that the governing board of every school district shall, "Keep an accurate record of the receipts and expenditures of school moneys." Documents were provided for every transaction sampled during this audit.

Procurement

Maintaining transparency in public contracting by meeting competitive bidding requirements and using other standard procurement procedures is one of the essential characteristics of public institutions. Although some flexibility may be sacrificed, such requirements and procedures are designed to reduce favoritism and corruption in the expenditure of public funds. Numerous statutes, policies, procedures, regulations and legal interpretations must be followed in school district procurement processes. A school

district will enter into a variety of contracts to purchase goods and services, and each type will likely have different rules that must be followed for the procurement process and/or contract to be valid.

The board of trustees is a body of elected individuals who have the responsibility to govern their schools within the context of the law. The board's role is to be responsive to the values, beliefs and priorities of the community by developing and approving the district's mission and strategic goals and objectives, and by ensuring accountability to the public.

School boards provide policy direction and oversight for the professionals who manage the district's day-to-day operations by adopting board policies and administrative regulations. Through these policies, day-to-day operating decisions are delegated to competent staff with the expectation that their actions will comply with the related laws while maximizing efficiency and effectiveness.

Board members have a responsibility to adhere to the standards of responsible governance and uphold the policies they have adopted. The district's Board Policy 3312 – Contracts, states:

> The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.
>
> The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board the approval or ratification to be evidenced by a motion of the board duly passed and adopted (Education Code section 17604) or reviewed by the Board (Education Code section 17605), as applicable.
>
> Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party,
>
> *Contracts for Personal Services*
>
> In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.
>
> In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)
>
> 1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
> 2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Bid Thresholds

The state superintendent of public instruction (SPI) is required to adjust the $50,000 bid threshold amount specified in Public Contract Code (PCC) 20111(a) annually to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, Bureau of Economic Analysis (BEA) for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars.

Table 2 shows bid thresholds used for transactions in this report.

Table 2. Annual Bid Thresholds for School District Contracts

Calendar Year	Bid Threshold
2022	$99,100
2023	$109,300
2024	$114,500

Sources: California Department of Education and School Services of California, Inc.

Legal exceptions exist to the formal bidding requirement. The following is an example of procurement not subject to the usual competitive bidding requirements:

- Emergency resolutions for emergency conditions when a prescribed approval process is followed.

Conditions that commonly qualify as emergencies include situations with a risk of immediate harm to persons or property or that prevent school classes from being held. For example, the failure of a water pump affecting the delivery of water to a school would be an emergency. When an emergency occurs, the district is permitted to select a contractor of its choice; no advertisement, job walk, or bid is necessary. However, the governing board's unanimous vote and the county superintendent of schools' review and approval are required.

As discussed in the previous section, FCMAT reviewed all contracts approved during the period covered by this audit. This totaled 578 contracts. Per board policy, the board agendas delineated the contracts that were above and below the bidding threshold (until early January 2024, when all the contracts were combined into one list). The board reviewed items that were below the bidding threshold, and ratified those above the threshold. These contracts were listed on each meeting's consent agenda. Only larger public works documents were listed separately on the board agendas rather than on the consent agenda.

Review of this information provided reasonable indication that the district generally followed the described standard process for awarding contracts during the period of FCMAT's audit scope. FCMAT noted that the board policy for contracts (Board Policy 3312) was changed in January 2024: the district made a slight change in how it was placing items on the board agenda for approval at that time, but it was not significant and did not obscure the board's ability to review and approve contracts with confidence. All information regarding the contracts remained intact and available for review.

Before FCMAT's audit, several vendors and contracts were questioned by either the district or the community with regard to the vendor selected, the purpose of the contract, or other concerns; these required additional review. Among these contracts and services was a vendor called Blue Violet Energy, a meditation and holistic healing service provider retained by the district beginning in August 2023. The company offers corporate coaching programs for small and large groups that provide different methods of meditation and stress management. In interviews, staff indicated that the former superintendent selected the company to manage or reduce workplace stress and anxiety. Meditation services were offered to various employees and administrators at the schools and the district office, though some staff members indicated they did not participate or did not see the value of such a service.

Although meditation services are an unusual employee benefit for a school district, it is not uncommon for an organization to identify a need to manage workplace stress. Ways to address it could include staff retreats, team-building exercises, or other collaborative activities to help improve staff morale and overall emotional health. Using certain meditation services, therefore, could conceivably help in this regard. Accordingly, FCMAT determined that, although somewhat unconventional, the retention of meditation services can best be classified as a local decision, subject to review and approval by the district's governing board but not otherwise specifically prohibited.

In addition, concerns were expressed about contracts with parties assumed to be related to the former superintendent. One of these alleged related parties was the search firm responsible for selecting the former superintendent. The same firm also provided coaching and mentoring services to the former superintendent. It is not uncommon for search firms to offer mentoring services to the candidates they have placed in various positions, or for the service provider to be someone a superintendent or the district knows or has worked with in the past.

For all contracts reviewed, FCMAT determined that each contract was brought to the board for approval, and board policy was followed. The board approved the contracts as presented. Although the majority of these contracts were on the consent agenda in open session, there is evidence that the board would occasionally identify items on the consent agenda for which additional information or discussion was needed, such as for the aforementioned Blue Violet Energy contract. In these instances, the item was identified and discussed in open session.

Fair Political Practices Commission (FPPC) Form 700

As discussed earlier in this report, FPPC Form 700 is designed to identify and prevent conflicts of interest among designated public officials and employees by making their financial interests transparent. FPPC Form 700 is a key tool for promoting ethical governance and ensuring public trust.

FCMAT reviewed forms 700 filed for all designated positions, which are required by the district's conflict of interest policy that was adopted in 2022 and updated in 2024. These forms were filed during the period covered by the study agreement for employees in most leadership and administrative positions, as well as certain other district employees, board members, and consultants, if any. FCMAT found no issues with the forms submitted or with the vendors the district used and contracted with.

Travel

In accordance with the audit scope, FCMAT reviewed travel expenses incurred by the former superintendent between July 1, 2022 and the end of his tenure with the district in October 2024. The purpose of the review was to determine whether there was a valid educational purpose for each trip, and whether internal controls were followed regarding advance approval of travel in accordance with the former superintendent's employment agreement.

During the former superintendent's employment, various changes and renewals were made to the employment agreement. The employment contract in effect as of July 1, 2022, which was the start of FCMAT's audit scope, stated the following regarding expense reimbursements, travel, and professional development.

6. Professional Support

    a. Support for Duties. Superintendent will be provided with such facilities, equipment, supplies, and clerical assistance as appropriate and financially feasible for the adequate performance of Superintendent's duties. Superintendent will be provided with the appropriate technology that will assist the Superintendent in the performance of his job duties.

    b. Professional Membership Fees. The Board agrees to pay Superintendent's annual professional membership fees to belong to the Association of California School Administrators (ACSA), the International Society for Technology in Education (ISTE), the Association for Supervision and Curriculum Development (ASCD), and other mutually agreed upon organizations.

    c. Expense Reimbursement. The District shall reimburse Superintendent for actual and reasonable expenses incurred within the scope of the Superintendent's employment, so long as such expenses are permitted by District policy or incurred with prior approval of the board. For reimbursement, Superintendent shall submit an expense claim in writing supported by appropriate written documentation. The District shall provide Superintendent with a District credit card for actual and reasonable expenses incurred within the scope of employment in compliance with District policy.

    d. Professional Development, Conferences and Meetings. The Board supports the concept of life-long learning and encourages the professional growth of the Superintendent through attendance at professional conferences, seminars, and meetings at local and state levels. Prior approval of Board shall be obtained when

the Superintendent attends a function outside the state. To the extent authorized by law, the District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

Subsequent to this employment agreement, on June 13, 2024, the district and former superintendent jointly executed an amendment to the agreement (titled, Fourth Amendment to the Mountain View Whisman School District Agreement for Employment of Superintendent), which changed items b. and d., above. The amendment was in place for the remainder of the former superintendent's tenure, with these two items revised as shown below. Note that, under Professional Membership Fees, the two parties added "Digital Promise" to the allowable membership fees paid by the school district on behalf of the former superintendent. This was the only change to the employment agreement under Professional Membership Fees. For Professional Development, Conferences and Meetings; the two parties jointly agreed to change the agreement to not require board approval when the former superintendent was attending an event held by any of the professional organizations included in section b., Professional Membership Fees. The amended sections are shown below.

4. The following provision shall replace section 6.b. (Professional Membership Fees) in the Employment Agreement:

   b. Professional Membership Fees. The Board agrees to pay Superintendent's annual professional membership fees to belong to the Association of California School Administrators (ACSA), the International Society for Technology in Education (ISTE), the Association for Supervision and Curriculum Development (ASCD), Digital Promise, and other mutually agreed upon organizations.

5. The following provision shall replace section 6.d. (Professional Development, Conferences and Meetings) in the Employment Agreement:

   d. Professional Development, Conferences and Meetings. The Board supports the concept of life-long learning and encourages the professional growth of the Superintendent through attendance at professional conferences, seminars, and meetings at local and state levels. The Superintendent is encouraged to attend, without prior board approval, professional development opportunities provided by the organizations referenced in section 6.b. above. Prior approval of Board shall be obtained when the Superintendent attends a function outside the state that is not provided by the organizations referenced in section 6.b. above. To the extent authorized by law, the District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

Travel by the former superintendent was identified through interviews with district staff members, and from the former superintendent's reimbursement requests, credit card charges and other supporting documents. Because of the relatively short time period specified in the audit scope, FCMAT chose not to select a sample for testing but instead identified and reviewed all travel by the former superintendent that could be identified as occurring during that time period.

For auditing purposes, "travel" was determined to include any trip or activity attended by the former superintendent either outside of Santa Clara County or that included an overnight stay. Using these criteria, FCMAT identified 17 trips taken by the former superintendent from July 1, 2022 through the remainder of his tenure with the district, and for which the district paid the expenditures. All travel identified by FCMAT was domestic. As shown in Table 3 below, the destinations for eight of the 17 trips were within California.

Table 3. Travel by the Former Superintendent, July 2022–October 2024

Date(s) of Trip	Trip Destination	Educational Purpose
2022 (July – December)		
10/19 -10/25/22	National Harbor, MD	ASCD Leadership Summit
11/30 - 12/3/22	San Diego, CA	CSBA Conference
2023 (January – December)		
2/15 - 2/18/23	San Antonio, TX	AASA Conference
3/30 - 4/3/23	Denver, CO	ASCD Conference
4/23 - 4/27/23	Birmingham, AL	League of Innovative Schools Conference
7/9 - 7/13/23	Napa, CA	CABSE Conference
8/31 - 9/1/23	Santa Cruz, CA	SCCOE Superintendents' Conference
10/12 - 10/15/23	Dallas-Fort Worth, TX	ASCD Conference on Educational Leadership
10/15 - 10/20/23	Washington, D.C.	Chiefs for Change Conference
11/29 - 12/3/23	San Francisco, CA	CSBA Annual Conference
2024 (January – October)		
1/17/24	Sacramento, CA	SSC 2024 Governor's Budget Workshop
1/24 - 1/26/24	Palm Springs, CA	2024 ACSA Superintendents' Symposium
2/15 - 2/17/24	San Diego, CA	AASA Conference
2/18 - 2/26/24	New York, NY	Research for "Re-Imagining Castro"
3/15 - 3/19/24	New York, NY	League of Innovative Schools Conference
3/19 - 3/24/24	Washington, D.C.	ASCD Annual Conference
4/30/24	Claremont, CA	Green Ribbon Awards

Source: Adapted from district-provided documents.

Notes: Acronyms Used

ASCD – Association for Supervision and Curriculum Development.

CSBA – California School Boards Association.

AASA – American Association of School Administrators.

CABSE – California Association of Black School Administrators.

SCCOE – Santa Clara County Office of Education.

SSC – School Services of California, Inc.

ACSA – Association of California School Administrators.

FCMAT did not identify any travel by the former superintendent for which an educational purpose could not be determined. Once an educational purpose was identified and verified, FCMAT did not further evaluate each event's agenda, the actual attendance of the former superintendent at each event, any meals provided by the event coordinator, or otherwise assess the value of each trip to the school district. Nine of the 17 entries on Table 3 were for educational purposes identified in the former superintendent's employment agreement or are routine conferences attended by a California school superintendent.

During interviews and fieldwork, one of the trips identified as needing further review was a trip in February 2024 to New York City. The trip included seven attendees: three district administrators, a teacher, two board members, and the former superintendent. According to staff members, the purpose of the trip was to conduct research for the district's ongoing Re-Imagine Castro initiative. Mariano Castro Elementary is a district school with a unique demographic, including a percentage of unduplicated students that is approximately twice that of other schools in the district, which means the school serves a larger population of students who qualify for free or reduced-price meals, are English learners, or are foster youth.

The travel group planned to visit several schools in the New York City area that closely resemble the demographic at Castro Elementary to better understand how to best serve this student population. According to interviewees, several of the schools the group had planned to visit were ultimately closed for winter break at the time of their intended visit. However, they were able to visit at least one charter school in the New York City area for research purposes, as well as additional, similar charter schools in California separate from this trip.

While in New York City, the group stayed at a hotel adjacent to Central Park called the JW Marriott Essex House, at the approval of the former superintendent. Room rates per night varied among the attendees, presumably depending on when each reservation was made and the method used to make it. For some attendees, the supporting documents indicated a rate as low as $455 per night (not including taxes and fees), while other rates were as high as $709 per night.

FCMAT determined that the trip did have a stated educational purpose and that the Re-Imagine Castro initiative was indeed a district objective. As with other trips and expenditures made for certain professional purposes, FCMAT did not further assess whether the stated purpose of the trip was accomplished or whether the Re-Imagine Castro initiative was a valid educational priority for the district.

FCMAT also determined that, given the location of the JW Marriott Essex House in Manhattan and its proximity to Central Park, the nightly rates were similar to those of other large hotels in the immediate area. FCMAT asked the former superintendent about the selection of this hotel, and he stated that the hotel was chosen because of its proximity to various cultural venues that could enhance the educational purpose of the trip.

Similarly, for the CSBA conference in 2023, the former superintendent stayed at the St. Regis hotel in San Francisco, another luxury hotel for which FCMAT requested more information from the former superintendent. He stated that, because of the early start times on the conference agenda, he chose to stay in San Franciso to maximize participation and engagement with the district board members who were also in attendance. He indicated that the primary conference hotel was sold out and that other events were occurring at the same time in the city. The St. Regis hotel was therefore selected as the most cost effective hotel among the remaining available options.

FCMAT identified nine out-of-state trips for which the superintendent's employment agreement required board approval. However, FCMAT was unable to identify board approvals for any trips outside of California. Staff interviewed indicated that the board did not formally approve any trips in accordance with the employment agreement; rather, the board was informed of the trips during weekly updates and verbal conversations with the former superintendent.

In the final months of the former superintendent's tenure, as indicated above, the district's governing board and the former superintendent together determined that board approval was no longer necessary for any travel associated with the professional organizations outlined in the employment agreement (see item 4.b. of the employment agreement above). This included any travel outside of California, though FCMAT did not identify any such trips, likely because the revisions to the agreement were made less than four months before the former superintendent's separation from the district.

Expenditure Reimbursements

In accordance with the audit scope, FCMAT reviewed reimbursements submitted by the former superintendent from July 1, 2022 through his departure from the district in October 2024. Because of the limited timeframe specified in the study scope, FCMAT chose not to select a sample of the transactions but instead to review all reimbursements made by the district to the former superintendent during this time.

Allowable reimbursements were described in multiple sections of the former superintendent's employment agreement. These sections of the employment agreement remained unchanged during the time period reviewed. Any changes to other sections of the agreement, such as those related to travel, are discussed in other sections of this report. Sections describing permissible reimbursements are shown below.

5. Fringe Benefits.

    d. Automobile, Mileage. Superintendent shall be responsible for mileage and out of pocket District-related travel expenses outside of Santa Clara County at the current rate and in accordance with district policy.

6. Professional Support

    a. Support for Duties. Superintendent will be provided with such facilities, equipment, supplies, and clerical assistance as appropriate and financially feasible for the adequate performance of Superintendent's duties. Superintendent will be provided with the appropriate technology that will assist the Superintendent in the performance of his job duties.

    b. Professional Membership Fees. The Board agrees to pay Superintendent's annual professional membership fees to belong to the Association of California School Administrators (ACSA), the International Society for Technology in Education (ISTE), the Association for Supervision and Curriculum Development (ASCD), Digital Promise, and other mutually agreed upon organizations.

    c. Expense Reimbursement. The District shall reimburse Superintendent for actual and reasonable expenses incurred within the scope of the Superintendent's employment, so long as such expenses are permitted by District policy or incurred with prior approval of the board. For reimbursement, Superintendent shall submit an expense claim in writing supported by appropriate written documentation. The District shall provide Superintendent with a District credit card for actual and reasonable expenses incurred within the scope of employment in compliance with District policy.

    d. Professional Development, Conferences and Meetings. The Board supports the concept of life-long learning and encourages the professional growth of the Superintendent through attendance at professional conferences, seminars, and meetings at local and state levels. Prior approval of Board shall be obtained when the Superintendent attends a function outside the state. To the extent authorized by law, the District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

Section 6.d. was modified in 2024 as described in the Travel section of this report. The revised section is provided below for reference.

> d. Professional Development, Conferences and Meetings. The Board supports the concept of life-long learning and encourages the professional growth of the Superintendent through attendance at professional conferences, seminars, and meetings at local and state levels. The Superintendent is encouraged to attend, without prior board approval, professional development opportunities provided by the organizations referenced in section 6.b. above. Prior approval of Board shall be obtained when the Superintendent attends a function outside the state that is not provided by the organizations referenced in section 6.b. above. To the extent authorized by law, the District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

The district provided FCMAT with all reimbursement requests submitted by the former superintendent during the time period specified in the audit scope. Supporting documents for reimbursement requests typically included invoices, receipts, or other documents from the vendor. When a reimbursement request included travel-related expenses, the request was usually submitted on a district form titled, "Travel Expense Claim Reimbursement Form."

Most requests for reimbursement appear to have been prepared by the former superintendent's executive administrative assistant. Approval signatures evident on all reimbursement requests, invoices, or other supporting documents were typically those of the former superintendent himself, and his executive administrative assistant. Signature approval was not obtained from other district employees or board members on the supporting documents FCMAT reviewed; however, interviewees indicated that the district's financial system requires electronic approvals for all reimbursements. The approvers include the director of fiscal services, the chief business officer, and the Purchasing Department.

When FCMAT requested additional information, district staff informed FCMAT that the former superintendent's executive administrative assistant was not an approver of reimbursement requests but simply prepared the documents. The governing board provided approval through their regular review of the district's warrant reports but did not otherwise approve each reimbursement individually.

For the period under review, FCMAT identified 58 items submitted for reimbursement by the former superintendent. FCMAT determined that most reimbursement requests included the former superintendent's monthly cell phone charges from Verizon as well as monthly home internet charges from Xfinity. The monthly cell phone charges varied slightly but were usually around $110 per month. Monthly home internet charges were approximately $290, having increased from $232 per month during the time specified by the study scope.

FCMAT found that both the cell phone and home internet reimbursements were reasonable and allowable in accordance with the former superintendent's employment agreement, which stated the following:

> Superintendent will be provided with such facilities, equipment, supplies, and clerical assistance as appropriate and financially feasible for the adequate performance of Superintendent's duties. Superintendent will be provided with the appropriate technology that will assist the Superintendent in the performance of his job duties.

In FCMAT's experience, reimbursement of reasonable monthly cell phone charges is common for district superintendents. In addition, FCMAT's experience indicates that reimbursement for home internet is also reasonable and allowable, though somewhat less common than reimbursement for cell phone charges.

FCMAT was unable to determine from the Xfinity invoices whether the monthly charges also included other packaged residential services provided by Xfinity, such as cable television or home security monitoring, which would not be reimbursable. FCMAT's research indicates that most residential service pack-

ages offered by Xfinity do not itemize or otherwise separate charges for each individual service provided, making the cost of any single service difficult to quantify or determine.

In addition to monthly cell phone and internet charges, other common reimbursements requested by the former superintendent included expenses related to travel, such as mileage expenses, that could not be paid by the former superintendent using his district credit card (expenditures associated with travel are also included in the Travel section of this report).

Following testing, FCMAT did not identify any reimbursement requests by the former superintendent that lacked an educational purpose, either stated or presumed (such as monthly cell phone charges and home internet), or that did not otherwise contain an explanation for the expense that FCMAT determined was a reasonable use of district funds.

Credit Card Use

The former superintendent was provided with a district credit card in accordance with his employment agreement with the district, which stated, "The District shall provide Superintendent with a District credit card for actual and reasonable expenses incurred within the scope of employment in compliance with District policy."

The district provided FCMAT with all credit card statements from July 2022 through the end of the former superintendent's tenure with the district. As with the expenditures related to both travel and reimbursements as previously discussed, FCMAT elected not to select a sample of the credit card transactions but instead to review all charges made by the former superintendent during the time specified in the audit scope. The objective of the review was to determine whether each charge had a valid educational purpose, as well as to review the documentation, approval and oversight of credit card charges.

FCMAT determined that the district credit card issued to the former superintendent was used exclusively by him or by his executive administrative assistant at his request. Upon receipt of each month's credit card statement, the executive administrative assistant would reconcile the statement and attach receipts for all charges, if they had been received from the former superintendent. In many but not all cases, an explanation for each charge was included in the supporting documents. FCMAT reviewed approximately 337 credit card charges by the former superintendent that occurred during the period of time covered by FCMAT's audit. FCMAT identified 27 charges for which an educational purpose was not provided or for which FCMAT could not otherwise determine the justification for the charge. After requesting additional information from the district, all 27 charges were adequately explained by additional documents or other means.

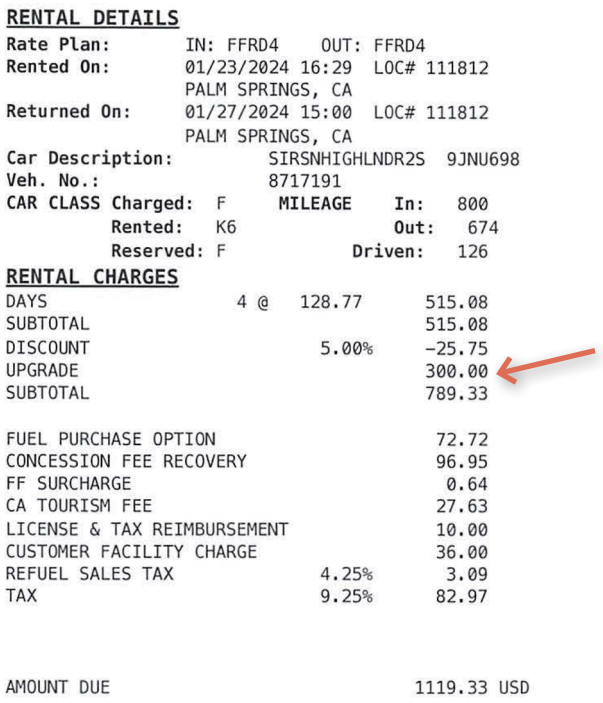
Once testing was completed, FCMAT did not identify any charges on the former superintendent's credit card statements for which an educational purpose could not be identified. As with travel and reimbursements, FCMAT reviewed the stated educational purpose and examined the purpose for validity and reasonableness. However, FCMAT did not otherwise assess the educational value and necessity of each expenditure.

During testing, FCMAT reviewed certain credit card charges that were identified as questionable by the community, during interviews, or in documents reviewed. These included charges for the Ameswell Hotel and Shoreline Golf Links in Mountain View, the St. Regis Hotel in San Francisco (see the Travel section of this report), and the Cigar Bar in New York, NY. Charges for the Ameswell Hotel and Shoreline Golf Links were related to local leadership retreats for district administrators. Leadership retreats are not uncommon; however, as with travel and reimbursements, FCMAT did not determine whether other suitable venues may have been available at that same time and at a lower cost. The stay at the St. Regis Hotel was for a profes-

sional conference in San Francisco, and purchases at the Cigar Bar in New York City were for food only. No tobacco or alcohol purchases using district funds were identified.

FCMAT also identified an unknown item on a Hertz rental car receipt for a trip in January 2024 to Palm Springs, California. The trip, as identified in the Travel section of this report, was for the 2024 ACSA Superintendents' Symposium. The receipt included an item identified as an upgrade, for which the additional charge by Hertz was $300.00. Figure 1 shows a snapshot of the receipt, which was included as part of a total charge of $1,119.33 on the former superintendent's February 2024 credit card statement.

Hertz Rental Car Receipt Showing $300 Upgrade Charge, 2024



RENTAL DETAILS

Rate Plan:	IN: FFRD4	OUT: FFRD4	
Rented On:	01/23/2024 16:29	LOC# 111812	
	PALM SPRINGS, CA		
Returned On:	01/27/2024 15:00	LOC# 111812	
	PALM SPRINGS, CA		
Car Description:	SIRSNHIGHLNDR2S	9JNU698	
Veh. No.:	8717191		
CAR CLASS Charged:	F	**MILEAGE**	**In:** 800
Rented:	K6		**Out:** 674
Reserved:	F	**Driven:**	126

RENTAL CHARGES

DAYS	4 @	128.77	515.08
SUBTOTAL			515.08
DISCOUNT		5.00%	-25.75
UPGRADE			300.00
SUBTOTAL			789.33
FUEL PURCHASE OPTION			72.72
CONCESSION FEE RECOVERY			96.95
FF SURCHARGE			0.64
CA TOURISM FEE			27.63
LICENSE & TAX REIMBURSEMENT			10.00
CUSTOMER FACILITY CHARGE			36.00
REFUEL SALES TAX		4.25%	3.09
TAX		9.25%	82.97

AMOUNT DUE 1119.33 USD

Figure 1. Excerpt from the district-provided receipt for a January 2024 trip to Palm Springs, California, showing a $300 charge for a vehicle upgrade. This expense was part of a total charge of $1,119.33 on the former superintendent's February 2024 credit card statement.

Source: District-provided document.

Note: Red arrow added by FCMAT.

FCMAT requested additional information from the former superintendent regarding the unidentified upgrade. He stated that, upon arrival, the vehicle initially provided by Hertz was too small to comfortably accommodate both him and his luggage, especially given his height. The upgrade was to a larger vehicle he requested upon arrival after discovering that the car originally reserved was insufficient. FCMAT requested independent clarification of this matter from the district and received the same response regarding the additional charge. This coincides with the receipt, which indicates a full-size vehicle ("F") was originally reserved, while a larger vehicle, such as an SUV ("K6"), was actually rented. Accordingly, FCMAT determined that, although such an explanation was not definitive and the upgrade could have been for other purposes, this was sufficient to explain the additional cost. Additionally, FCMAT noted that similar upgrades were not included on other rental car receipts reviewed.

During the time specified in the audit scope, of the 337 charges reviewed by FCMAT, the former superintendent did not provide receipts for 44 credit card purchases. This represents approximately 13% of the transactions reviewed. Rather, these charges were submitted using a district form titled, "Receipt Declaration," which is an affidavit that requires the claimant's signature and states, "I am completing this document in lieu of receipt. A receipt cannot be submitted because it has been lost, accidentally destroyed, misplaced, or it is not an itemized receipt. I certify that no alcoholic beverages or tobacco products were purchased." The form further states,

> I certify that the amount shown is the amount actually paid, that I have not and will not submit a duplicate claim, and that I have not and will not seek a claim for these expenses from any other source. I understand that a Receipt Declaration may not be completed on a routine basis and that overuse may revoke the privilege of providing a Declaration in lieu of a receipt.

The form requires a brief explanation of the charge for which no receipt was provided. FCMAT compiled this information about the 44 charges in Table 4, including the explanation provided for each item by the former superintendent. Most of the charges for which no receipt was provided were for either food or parking, and most also occurred during the former superintendent's travel. As stated in the Travel section, FCMAT identified an educational purpose for each trip taken by the former superintendent.

Table 4. Credit Card Charges Without Receipts as Reported on Receipt Declaration Forms, 2022–2024

Date	Vendor	Amount ($)	Stated Purpose on Receipt Declaration Form
7/16/22	Chipotle	50.81	Working lunch
7/19/22	Shoreline Golf	222.23	Cabinet retreat staff lunch
7/26/22	Shoreline Golf	3,830.31	Room rental for leadership retreat (July 26-28)
7/26/22	Shoreline Golf	360.00	Leadership team food for retreat
8/24/22	Starbucks	15.55	Meeting with candidate for MVLA board
10/20/22	ASG - parking	19.00	Parking for ASCD conference
10/21/22	NH Mariner Garage	29.00	Parking for ASCD conference
10/21/22	NH Mariner Garage	29.00	Parking for ASCD conference
10/23/22	LAZ Parking	34.00	Parking for ASCD conference
10/21/22	DoorDash - McDonalds	26.99	"To feed my huger." (sic) (Presumed to occur during travel.)
10/23/22	DCA Reagan	54.00	Parking for ASCD conference
10/23/22	Colpark LOC	11.00	Parking facility (during travel to Maryland)
10/23/22	NH Fleet Garage	15.00	Parking facility (during travel to Maryland)
10/23/22	NH Mariner Garage	20.00	Parking facility (during travel to Maryland)
10/24/22	NH Fleet Garage	24.00	Parking facility (during travel to Maryland)
10/25/22	NH Mariner Garage	20.00	Parking facility (during travel to Maryland)
10/25/22	NH Fleet Garage	24.00	Parking facility (during travel to Maryland)
10/26/22	Westin National Harbor	72.54	Breakfast (during travel to Maryland)
2/18/23	High Flying Foods	31.82	Lunch items

Date	Vendor	Amount ($)	Stated Purpose on Receipt Declaration Form
4/23/23	English Pub	20.00	Conference meals
4/24/23	English Pub	20.00	Conference meals
4/25/23	English Pub	56.00	Conference meals
8/28/23	Amazon & Red Rock Coffee	17.46	Whistle and coffee
11/30/23	John's Grill	241.05	Dinner with trustees at CSBA conference
12/21/23	Red Rock Coffee	13.80	Coffee with MVEF board member [sic]
1/12/24	Priority Parking	15.00	Parking at the Governor's workshop in Sacramento
1/24/24	Palm Springs Airport	3.00	Parking
2/23/24	Jay Suites NY	1,000.00	Hotel stay for Re-imaging Castro trip
3/8/24	Amy's Drive Thru	31.39	Food
3/17/24	Cigar Bar NY	49.49	Food
3/18/24	Cigar Bar NY	64.24	Food
3/18/24	Halal Boys	13.54	Food
3/20/24	DoorDash HChicken (sic)	41.53	Food
3/20/24	SmartTrip	20.00	Metro fare for Innovative Schools conference
3/21/24	DoorDash Insomniac	49.58	Food
3/21/24	Apple	18.99	Cable charger
3/24/24	Exxon	63.74	Gas for conf. rental car
3/22/24	TG Cigars	76.00	Lunch
3/31/24	Apple	37.95	MS scheduling research
4/20/24	Eureka Restaurant	61.02	Dinner
4/20/24	Apple	9.99	MS scheduling research
4/23/24	Cascal Restaurant	75.00	Interview and work related expenses
5/1/24	Apple	37.95	Interview and work related expenses
8/28/24	Roger's Deli & Donuts	31.19	Food
	TOTAL	6,957.16	

Source: Adapted from district-provided documents.

Note: Parenthetical notations in the table were added by FCMAT.

Credit card statements and the supporting documents appear to have been reconciled by the former superintendent's executive administrative assistant. Signature approval by other district employees or board members was not obtained on the supporting documents FCMAT reviewed; however, interviewees indicated that, after the executive administrative assistant prepares credit card transactions for reimbursement, they are reviewed by Accounts Payable and a Budget Analyst for accuracy, and subsequently released for payment by the Director of Fiscal Services. District staff indicated that the former superintendent's executive administrative assistant was not an approver of the credit card charges but simply

prepared the documentation. The governing board provided approval through their regular review of the district's warrant reports but did not otherwise approve each credit card charge individually.

Conclusion

Potential for Fraud, Misappropriation of Funds, or Other Illegal Fiscal Practices

Recommendation

The county superintendent should:

1. Notify the Mountain View Whisman School District governing board at a regularly scheduled board meeting within 45 days of the audit's completion (the date of this report) that insufficient evidence exists to indicate that fraud, misappropriation of funds and/or assets, or other illegal fiscal practices may have occurred, and that the Santa Clara County superintendent of schools has concluded their review.

Appendix

Study Agreement and Amendment to Study Agreement

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
FOR AB 139 REVIEW

This study agreement, hereinafter referred to as Agreement, is made and entered into by and between the Fiscal Crisis and Management Assistance Team, hereinafter referred to as the Team or FCMAT, and the Santa Clara County Office of Education, hereinafter referred to as the Client or county superintendent of schools; collectively, Team and Client are hereinafter referred to as the Parties. This Agreement shall become effective from the date of execution hereof by FCMAT.

1. BASIS OF AGREEMENT

The Team provides a variety of services to local education agencies (LEAs). Pursuant to the provisions of Education Code (EC) 1241.5(b), county superintendents may review or audit the expenditures and internal controls of any school district in their county if they have reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred that merit examination. Furthermore, pursuant to the provisions of EC 1241.5(c), county superintendents may review or audit the expenditures and internal controls of any charter in their county if they have reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred that merit examination.

The county superintendent of schools has requested that FCMAT assign professionals to conduct an Assembly Bill (AB) 139 review consistent with EC 1241.5 (b) or (c), as applicable. Such AB 139 review is in fulfillment of the county superintendent of school's authority under EC 1241.5(b) or (c), as applicable. The review conducted by the county superintendent shall be focused on the alleged fraud, misappropriation of funds, or other illegal fiscal practices and shall be conducted in a timely and efficient manner. The assigned professionals will include FCMAT staff and may include professionals from county offices of education, school districts, charter schools, community colleges, other public agencies or private contractors. All professionals assigned shall work under the direction of FCMAT. All work shall be performed in accordance with the terms and conditions of this Agreement.

The county superintendent of schools has received information regarding possible fraud, misappropriation of funds or other illegal fiscal practices at the Mountain View Whisman School District , hereinafter referred to as Subject Entity.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Review

1. The focus of this AB 139 review is to determine, based on sample testing performed and auditors' judgment, whether fraud, misappropriation of funds, or other illegal fiscal practices may have occurred at the Subject Entity.

2. Based on that assessment, either recommend or not recommend that the county superintendent of schools notify the governing board of the Subject Entity, the State Controller, the state superintendent of public instruction, and the local district

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attorney that sufficient evidence exists to indicate that fraud, misappropriation of funds or other illegal fiscal practices may have occurred, and that the county superintendent of schools has concluded its review.

3. The team will review and test the Subject Entity's expenditures and internal controls for vendor selection, contracted services and governing board approval to determine whether the district was involved in any undisclosed or inappropriate related-party transactions that were in conflict with state and local policies and standards, or that violated conflict-of-interest laws.

4. The team will sample associated transactions within fiscal years 2022-23, 2023-24 and 2024-25 to date. Disbursements selected for testing will be based on the Team's judgment as to sample size, sample selection technique and conclusion. Sample testing and review results are intended to provide reasonable but not absolute certainty about whether the Subject Entity's disbursements and related internal controls were sufficiently appropriate.

B. Services and Products to be Provided

1. Orientation Meeting for Client
   The Team will conduct an orientation session at the Client's location to brief the Client on the Team's procedures and the purpose and schedule of the review. This orientation meeting shall be held prior to commencing fieldwork for the study.

2. Orientation Meeting for Subject Entity
   The Team will conduct an orientation session at the Subject Entity's location to brief the Subject Entity's superintendent or head of school, as applicable, on the Team's procedures and the purpose and schedule of the review. This orientation meeting is normally held at the beginning of fieldwork for the review.

3. Fieldwork
   The Team will conduct fieldwork at the Subject Entity and/or the Client's office and/or school site(s), or other locations as needed. Limited fieldwork may also be conducted remotely via telephone or videoconferencing services, in addition to the Public Safety Considerations outlined in Section 13 below.

4. Progress Reports
   The Team will provide periodic written and/or verbal updates to the Client on any material issues as the review progresses. Such updates will normally be provided at the conclusion of fieldwork and the conclusion of the initial report writing phase but prior to the release of a draft report. Updates will also be provided at any time the Client requests.

5. Draft Report
   An electronic copy of a preliminary draft report will be delivered to the Client's point of contact for review and comment.

6. Final Report
   An electronic copy of the final report will be delivered to the Client's point of contact following completion of the review. FCMAT's work products are public and all final reports are published on the FCMAT website.

7. Follow-up Support
   The Team will meet with the Client and/or the Subject Entity to discuss the findings, conclusion and recommendation in the final report after the final report has been issued.

3. PROJECT PERSONNEL

The personnel assigned to the review will be led by a FCMAT staff person (job lead) and will include at least one other professional. FCMAT will notify the Client of the assigned personnel when the fully executed copy of this Agreement is returned to the Client.

FCMAT will communicate to the Client any changes in assigned project personnel.

4. PROJECT COSTS

The cost for AB 139 reviews shall be as follows:

A. $1,400 per day for each FCMAT staff member while conducting activities associated with the review. This includes, but is not limited to, planning, on-site or virtual document collection and review, interviews, conducting fieldwork at other locations, conducting analysis, preparing reports, or participating in meetings. The cost of independent FCMAT consultants will be billed at their daily rate for all work performed.

B. All out-of-pocket expenses, including travel and its associated costs, and miscellaneous items necessary to complete the scope and objectives of the study.

C. The applicable indirect rate at the time work is performed on the review will be added to all costs billed.

D. The Client will be invoiced for 50% of the not-to-exceed cost shown below following completion of fieldwork (progress payment) and the remaining amount shall be due upon the issuance of the final report (final payment). The Parties agree that changes documented in a revised study agreement may change the original not-to-exceed amount shown below. If changes are made before or during fieldwork, the new not-to-exceed amount documented in such a revised study agreement will constitute the basis for the progress payment. If changes are made after fieldwork, 100% of the total changed value documented in a revised study agreement, less progress payments made, will constitute the final payment due. All payments shall be due immediately based on the terms of the invoice.

Based on the scope and objectives of the review, the total not-to-exceed cost of the review will be $65,000.

E. Any change to the scope of work will affect the total cost. Changes may include, but are not limited to, delays, revisions to the scope of services, and substitution or addition of personnel. The need for changes shall be communicated by FCMAT to the Client in advance in the form of a revised study agreement.

F. The Client may be eligible for full or partial reimbursement from the State of California for the costs of this review under EC 1241.5(b) or (c). Further information and the reimbursement request form are available on the FCMAT website at: Reimbursements to COEs 2024.pdf.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools, Administrative Agent, 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE CLIENT

The Parties recognize that the Subject Entity is not a party to this Agreement. The Parties further recognize that many of the responsibilities outlined below are best fulfilled by the Subject Entity. The Client shall take responsibility to secure the Subject Entity's full cooperation with this AB 139 review and to facilitate the performance of each of the following responsibilities.

A. Notify the Subject Entity in writing that an AB 139 review has been requested and will commence. Provide FCMAT with a copy of this notice.

B. Return current organizational chart(s) that show the Subject Entity's management and staffing structure with the signed copy of this Agreement. Organizational charts should be relevant to the scope of this Agreement.

C. Provide private office or conference room space for the Team's use during fieldwork at the Subject Entity's facility or other facilities that FCMAT may agree to.

D. Provide for a Client and/or a Subject Entity employee to upload all requested documents and data to FCMAT's online SharePoint repository per FCMAT's instructions. Provide FCMAT with the name and email of the person who will be responsible for collecting and uploading documents requested by FCMAT with the signed copy of this Agreement.

E. Provide documents and data requested on the Team's initial and supplementary document request list(s) by the date requested.

   All documents and data provided shall be responsive to FCMAT's request, in quality condition, readable and in a usable form. With few exceptions, documents and data requested are public records and records maintained by LEAs in the routine course of doing business. Some data requested may require exporting LEA financial system reports to Microsoft Excel or another usable format agreed to by FCMAT.

   All documents shall be provided to FCMAT in electronic format, labeled as instructed by FCMAT. Upon approval of this Agreement, access will be provided to FCMAT's online SharePoint repository, to which the Client and/or the Subject Entity will upload all requested documents and data.

F. Ensure appropriate senior-level staff are available for the orientation meetings for both the Client and the Subject Entity.

G. Facilitate access to requested Subject Entity's board members, officers and staff for interviews.

H. Facilitate access to requested information and facilities to include, but not be limited to, files, sites, classrooms and operational areas for observation.

I. Review a draft of the report and return it to FCMAT by the date FCMAT requests with any comments regarding the accuracy of the report's data. The Team will review this feedback in a timely manner and make any adjustments it deems necessary before issuing the final report. This is a Client only responsibility; the Subject Entity is not provided a copy of the draft report.

J. Follow the recommendation of the report and make all necessary notifications as outlined in the report.

K. Return the requested evaluation survey to FCMAT as described below.

6. PROJECT SCHEDULE

Time is of the essence. The Parties acknowledge that the goal of the scope and objectives of the review under this Agreement is to produce a timely and thorough report that adds value for the Client. To accomplish this goal, the Parties agree to communicate and mutually agree to honor established time commitments. These commitments include the Client providing, or facilitating the provision of, requested documents, setting and keeping interview appointments and returning comments on the draft report consistent with the established project schedule.

The following project schedule milestones will be established by FCMAT upon receipt of a signed Agreement from the Client:

ACTION	TIMELINE
FCMAT provides Client with a draft Agreement.	Draft Agreements are usually provided within 30 business days Client's initial request for services.
Client returns partially executed Agreement to FCMAT along with the applicable Subject Entity organizational charts and the name and email of the person who will be responsible for collecting and uploading documents requested by FCMAT.	Draft Agreements are valid for 30 business days.
FCMAT returns a fully executed Agreement to the Client and identifies the project schedule and the lead and other personnel assigned to the job.	Within five business days of the Client's return of the signed Agreement.
Client and/or the Subject Entity uploads	Within 20 business days of the Client's

ACTION	TIMELINE
initial requested documents and data to FCMAT's online SharePoint repository.	receipt of the FCMAT document and data request list.
Fieldwork	Mutually agreed upon; usually, to commence within 20 business days of FCMAT's receipt of requested documents and data.
Orientation meeting for the Client	Prior to commencing fieldwork
Orientation meeting for the Subject Entity	First day of fieldwork at the Subject Entity's location.
Initial follow up fieldwork, if needed (e.g., rescheduled interview, additional interviews).	Mutually agreed upon; usually, within five business days of FCMAT's request.
Additional follow-up fieldwork, if needed (e.g., additional interviews).	Mutually agreed upon; usually, within five business days of FCMAT's request.
Client and/or the Subject Entity uploads supplemental documents and data to FCMAT's online SharePoint site repository.	Within two business days of the Client's receipt of FCMAT's supplemental document and data request(s).
Draft report submitted to the Client	To be determined, usually, within 90 days of the conclusion of fieldwork and receipt of all documents and data requested.
Client comments on draft report	Within 10 business days of FCMAT providing a draft report to the Client.

The Client acknowledges that project schedule deadlines build upon and are contingent on each previous deadline. Missed deadline dates will affect future deadline dates and ultimately the timing of the final report. For example, if the Client or the Subject Entity does not provide requested documents and data by the specified date, the fieldwork may not be able to proceed as originally planned.

The Parties acknowledges that the Subject Entity has an educational program to administer, is balancing many priorities, and in some cases may have records management difficulties, staffing capacity issues, staff on various types of leave, or other circumstances, all of which will affect the project schedule.

The Parties commit to regular communication and updates about the review schedule and work progress. FCMAT may modify the usual timelines as needed.

7. COMMENCEMENT, TERMINATION AND COMPLETION OF WORK

FCMAT will commence work as soon as it has assembled an available and appropriate review team, taking into consideration other jobs FCMAT has previously undertaken, assignments from the state, and higher priority assignments due to fiscal distress. The Team

will work expeditiously to complete its work and deliver its report, subject to the cooperation of the Client, the Subject Entity and any other related parties from which, in the Team's judgment, it must obtain information. Once the Team has completed its fieldwork, it will proceed to prepare a report. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a report once fieldwork has been completed.

Upon written notice to FCMAT, the Client may terminate its request for service at any time up to the issuance of the draft report and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the Client does not provide written notice of termination prior to issuance of the draft report, the Team will complete its work and deliver its final report and the Client will be responsible for the full costs.

FCMAT may terminate this Agreement at any time if the Client or the Subject Entity fails to cooperate with the requested project schedule, provide requested documents and data and/or make staff available for interviews as requested by FCMAT.

8. INDEPENDENT CONTRACTOR

FCMAT is an independent contractor and is not an employee or engaged in any manner with the Client or the Subject Entity. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the Client or the Subject Entity in any manner without prior express written authorization from an officer of the Client or the Subject Entity.

9. RECORDS

The Client understands and agrees that FCMAT is a state agency and all FCMAT reports are public records and are published on the FCMAT website. Supporting documents and data in FCMAT's possession may also be public records and will be made available in accordance with the provisions of the California Public Records Act.

FCMAT has a records retention policy and practice, and every effort will be made to maintain records related to this Agreement in accordance with this policy.

10. CONTACT WITH PUPILS

Pursuant to EC 45125.1, representatives of FCMAT will have limited contact with pupils. The Client and the Subject Entity shall take appropriate steps to comply with EC 45125.1.

11. INSURANCE

During the term of this Agreement, FCMAT shall maintain liability insurance of not less than $1 million unless otherwise agreed upon in writing by the Client, automobile liability insurance in the amount required by California state law, and workers' compensation as required by California state law. Upon the request of the Client and receipt of the signed Agreement, FCMAT shall provide certificates of insurance, with the Client named as additional insured, indicating applicable insurance coverages.

12. HOLD HARMLESS

FCMAT shall hold the Client, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of FCMAT's board, officers, agents and employees undertaken under this Agreement. Conversely, the Client shall hold FCMAT, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the Client's board, officers, agents and employees undertaken under this Agreement.

13. PUBLIC SAFETY CONSIDERATIONS

Whether due to public health considerations, extreme weather conditions, road closures, other travel restrictions or interruptions, shelter-at-home orders, LEA closures or other related considerations, at FCMAT's sole discretion, the Scope of Work, Project Costs, Responsibilities of the Client, and Project Schedule (Sections 2, 4, 5 and 6 herein) and other provisions herein may be revised. Examples of such revisions may include, but not be limited to, the following:

A. Orientation meetings, interviews and other information-gathering activities may be conducted remotely via telephone, videoconferencing, or other means. References to fieldwork shall be interpreted appropriately given the circumstances.

B. Activities performed remotely that are normally performed in the field shall be billed hourly as if performed in the field (excluding out-of-pocket costs that can otherwise be avoided).

C. The Client may be relieved of its duty to provide conference and other work area facilities for the Team.

14. FORCE MAJEURE

Neither party will be liable for any failure or delay in the performance of this Agreement due to causes beyond the reasonable control of the party, except for payment obligations by the Client.

15. EVALUATION

In the interest of continuous improvement, FCMAT will provide the Client with an evaluation survey at the conclusion of the services. FCMAT appreciates the Client's honest assessment of the Team's services and process. The Client shall return the evaluation survey within 10 business days of receipt.

16. CLIENT CONTACT PERSON

The Client's contact person designated below shall be the primary contact person for FCMAT to use in communicating with the Client on matters related to this Agreement. At any time when this Agreement or FCMAT's process contemplates sending information, document request lists, draft report or final report, or when FCMAT makes other requests for the Client to act upon, this is the person whom FCMAT will contact. The Client may change the contact person upon written notice to FCMAT's job lead assigned to the review.

Name: Stephanie Gomez, Assistant Superintendent of Business Services
+ Charles Hinman, Ed.D., Interim County Superintendent of Schools

Telephone: (408) 453-6519
(408) 453-6511
Email: sgomez@sccoe.org
chinman@sccoe.org

FCMAT will ask the Subject Entity to also establish a contact person for FCMAT to use in communicating with the Subject Entity on matters related to the review.

17. SIGNATURES

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

For Client:

11/5/24

Dr. Charles Hinman, Interim County Superintendent — Date
Santa Clara County Office of Education

For FCMAT:

Michael H. Fine Digitally signed by Michael H. Fine
Date: 2024.11.15 09:23:19 -08'00'

Michael H. Fine, — Date
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

Docusign Envelope ID: BC1D56DF-E619-4A15-AD17-144E5E5D9889

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
FOR MANAGEMENT ASSISTANCE
AMENDMENT No. 1

This Amendment No. 1 to the Agreement is made and entered into by and between the Fiscal Crisis and Management Assistance Team, hereinafter referred to as the Team or FCMAT, and the Santa Clara County Office of Education, hereinafter referred to as the Client; collectively, FCMAT and Client are hereinafter referred to as the Parties. This Amendment No. 1 shall become effective from the date of execution hereof by FCMAT.

RECITALS

A. On November 15, 2024, FCMAT and Client entered into an Agreement for management assistance (Original Agreement).

B. FCMAT and Client desire to amend the Agreement as provided herein.

AGREEMENT

1. **ORIGINAL AGREEMENT**

   Except as herein modified, the Original Agreement between the parties shall remain in full force and effect.

2. **SCOPE AND OBJECTIVES OF THE STUDY**

   The scope and objectives of the study are amended to include a new item #4 and a revised #5 as follows:

   1. The focus of this AB 139 review is to determine, based on sample testing performed and auditors' judgment, whether fraud, misappropriation of funds, or other illegal practices may have occurred at the Subject Entity.

   2. Based on that assessment, either recommend or not recommend that the county superintendent of schools notify the governing board of the Subject Entity, the State Controller, the state superintendent of public instruction, and the local district attorney that sufficient evidence exists to indicate that fraud, misappropriation of funds or other illegal fiscal practices may have occurred, and that the county superintendent of schools has concluded its review.

   3. The team will review and test the Subject Entity's expenditures and internal controls for vendor selection, contracted services and governing board approval to determine whether the district was involved in any undisclosed or inappropriate related-party transactions that were in conflict with state and local policies and standards, or that violated conflict of interest laws.

4. The team will review and test the Subject Entity's expenditures and internal controls related to the prior superintendent's travel, expenditure reimbursement and credit card use.

5. The team will sample associated transactions within fiscal years 2022-23, 2023-24 and 2024-25 to date. Disbursements selected for testing will be based on the Team's judgment as to sample size, sample selection technique and conclusion. Sample testing and review results are intended to provide reasonable but not absolute certainty about whether the Subject Entity's travel and credit card expenditures, vendor and contractor disbursements, expenditure reimbursements and related internal controls were sufficiently appropriate.

3. PROJECT COSTS

Based on the revised scope and objectives of the study, the revised total not-to-exceed cost of the study will be $103,000.

4. SIGNATURES

Each individual executing this Amendment No. 1 on behalf of a party hereto represents and warrants that he or she is duly authorized by all necessary and appropriate action to execute this Amendment No. 1 on behalf of such party and does so with full legal authority.

For Client:

Signed by:
Charles Hinman
286C9108BD11428...

12/19/2024 | 3:45 PM PST

Charles Hinman, Ed.D., Superintendent — Date
Santa Clara County Office of Education

For FCMAT:

Michael H. Fine

Digitally signed by Michael H. Fine
Date: 2024.12.22 10:46:33 -08'00'

Michael H. Fine, — Date
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) MVW Residences Corporation Board Interviews

Estimated Time:

Person Responsible:

Background:
The Mountain View Whisman School District opened the doors in February to its new 144-unit staff housing development—an initiative designed to help teachers and school staff continue living in the community they serve. This collaborative project between MVWSD, the City of Mountain View, and Miramar Capital includes 123 below-market-rate studio, one-, and two-bedroom apartments available to eligible employees.

To ensure the long-term success and stability of this project, the MVWSD Board of Trustees has established a dedicated nonprofit entity, the MVW Residences Corporation, which will oversee the housing development moving forward. This structure allows District leadership to stay focused on its core mission— educating students— while ensuring that the housing initiative is thoughtfully managed.

MVWSD sought applicants to serve on the MVW Residences Corporation Board of Directors this summer. Applications were due to MVWSD by July 21, 2025.

Corporation Board makeup outlined in the bylaws:
3–5 professionals with experience in residential real estate and/or finance
One MVWSD Board of Trustees member
One MVWSD executive manager - preferably the Chief Business Officer

On Aug 5, 2025, a screening process by MVWSD staff and MVWSD staff housing consultant found that all 6 applicants are minimally qualified for the MVW Residences Corporation Board of Directors. We are grateful that these qualified individuals would consider volunteer service to benefit our schools and students for years to come.

Fiscal Implication:
None.

Recommended Action:
Recommended action: Staff presents six candidates for short, public interviews by the Trustees. It is anticipated that Trustees will deliberate and appoint Corporation Board Members at the Sept. 4 or Sept. 18 meeting.

ATTACHMENTS:

Description	Type	Upload Date
Committee Rubric	Backup Material	8/14/2025
Non profit board applications	Backup Material	8/14/2025
MVWResidences Board Applicant Resumes	Backup Material	8/14/2025

Scoring Guide:

- **5 - Excellent:** Demonstrates exceptional understanding, depth, and relevance.
- **4 - Good:** Shows clear understanding, with strong relevance and some depth.
- **3 - Satisfactory:** Meets the basic requirements with moderate relevance.
- **2 - Fair:** Lacks depth, with minimal relevance or understanding.
- **1 - Poor:** Does not meet basic requirements, lacks relevance, or is incomplete.

Question 1: Interest in Serving on the Committee

Why are you interested in serving on this Board?

Criteria:

1. **Clarity of Interest (0-5 points):** How clearly does the applicant express their interest in serving on the committee?
2. **Motivation Alignment (0-5 points):** Does the applicant's motivation align with the committee's goals and objectives?
3. **Passion for the Role (0-5 points):** How passionate does the applicant appear about contributing to the committee's work?

Total Points: 0-15

Question 2: Relevant Knowledge, Experience, and Strengths

Do you have any special area of expertise or experience that you think would be helpful to the MVW Residences Corp Board?

Criteria:

1. **Relevant Knowledge & Experience (0-5 points):** How relevant is the applicant's knowledge and experience to the committee's focus?
2. **Contribution Potential (0-5 points):** How clearly does the applicant identify specific ways they can contribute to the group?
3. **Strengths Articulation (0-5 points):** How well does the applicant articulate their strengths and how these will benefit the committee?

Total Points: 0-15

Question 3: Experience Working in Groups/ Other Committees

Please describe how well you have worked with others on other committees and boards?

Criteria:

1. **Group Work Experience (0-5 points):** How relevant and extensive is the applicant's experience working in groups to achieve a common goal?
2. **Strengths in Group Dynamics (0-5 points):** How well does the applicant describe their strengths in a group setting?
3. **Awareness of Challenges (0-5 points):** Does the applicant demonstrate an understanding of potential challenges in group work and how they might address them?

Total Points: 0-15

Final Scoring

- **Total Possible Score: 45 Points**
- **Recommendation:**
  - **31–45 Points:** Strongly recommend for committee placement.
  - **15–30 Points:** Recommended
  - ** 0–14 Points:** Do not recommend.

James Pollart	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Jose Antonio Vargas Elementary		I was requested to submit my application by Bill Lambert / Peter Ingram. I am happy to help out the district in any way I can. I think I could make contributions as a member of the MVW Res Corp based on my background and experience in residential development and finance.	Yes. See my linked in profile for details on my education and professional experience.	2003 - 2017 - My older daughters attended Bubb, Landels, Graham and Crittenden. I volunteered as a PTA member and in various other roles during that time. 2012 - Share Shoreline parent committee. 2012 - Ran for school board (unsucessful) I have not been active in the MVWSD since my younger daughter graduated Crittenden in 2017
Melissa Buendia	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Not sure / no sabo		I have been serving the Mountain Biew community for the past 3 years. I have over 30 years of working in the financial sector. I would like to be able to make a difference in Mountain View a community I'm passionate about.	I have over 30 years of experience working in a financial institution. I am a marketer by trade but work closely with our Resl Estate mortgage team. In addition, I work closely with Real Estate professionals. I understand the market and what is needed.	None
Stephanie Shipe	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Not sure / no sabo		My housing career began in market-rate property management in Davis, CA, where I managed communities that housed both students and local professionals, including UC Davis staff and school district employees. That experience shaped my appreciation for mixed-income communities and the vital role housing plays in workforce stability. Since then, I've dedicated over 18 years to affordable housing, and I see this opportunity as a way to give back to the educational community by helping ensure that MVW Residences remains a well-managed, financially stable resource for educators and school staff.	I bring deep operational expertise across the affordable housing spectrum, with roots in market-rate housing. As Vice President of Programs and Operations at Alta Housing, I oversee a diverse portfolio of properties and lead both Property Management and Resident Services teams. My strengths include asset management, lease-up strategy, financial oversight, and community partnership. I have experience balancing mission-driven goals with long-term operational viability, and I understand the practical challenges of sustaining housing that serves public-sector workers.	I previously served as a Commissioner for the Housing Authority of the City of Alameda, where I supported governance and strategic direction for affordable housing initiatives. I also collaborate regularly with cities, counties, and school districts on housing policy and development partnerships throughout the bay area.
Kyle Deshon	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Not sure / no sabo		I work in the real estate industry and would like to be involved with the MVWRCBD to assist with their project and ensure it is successful. I think my background is relevant and would add value to the board.	I work in the real estate industry as an asset manager overseeing a portfolio of both market rate and affordable housing.	None.

Tejal Shah	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Not sure / no sabo		I am deeply honored to express my strong interest in serving on the Board of Directors for the MVW Residences Corporation. As a dedicated finance professional and an active member of the Mountain View community, I believe my background in the finance sector, coupled with my passion for accessible education, would allow me to contribute meaningfully to this group's noble mission of providing affordable housing for our hardworking educators. As a local bank Branch Manager, I possess a deep understanding of the financial landscape and have expertise in crafting tailored solutions for clients' unique financial needs. My experience will be invaluable in developing strategies and securing resources to create affordable housing options for the teachers of Mountain View. Furthermore, my previous experience volunteering in Bubb and Graham schools has given me a profound appreciation for the educators who play such a critical role in shaping our children's futures. By serving on this committee, I am eager to give back to the community that has given so much to my family and me. Together, we can ensure that the MVW Residences Corporation successfully fulfills its mission of providing our teachers with the housing community they deserve, thereby enriching the lives of our educators and the Mountain View community as a whole.	Yes, I believe my expertise in the finance sector and my experience as a local bank Branch Manager would be highly beneficial to the task force/committee. As a finance professional, I have extensive knowledge in financial planning, budgeting, and resource management, which are crucial elements in developing and implementing affordable housing initiatives. Additionally, my experience in the banking industry has given me valuable insights into the residential real estate market and the financing options available to prospective homeowners. This knowledge will be invaluable in navigating the complex landscape of affordable housing finance and developing creative solutions tailored to the specific needs of our educators.I believe that collaboration between different sectors of the community is essential for addressing the pressing issue of affordable housing for our educators. I am confident that my combination of financial expertise, community engagement, and passion for accessible education will make me a valuable asset to the task force/committee as we work together to address the critical issue of affordable housing for our educators.	N/A
Meris Ota	Community member (no children in MVWSD) / Miembro de la comunidad (sin hijos en MVWSD)	Not sure / no sabo		As a real estate development and operations professional, I would like to help the district restore the noble public perception that should be associated with provisioning workforce housing to attract and retain top quality educators and staff.	I have served on the Board of Directors for HIP Housing in San Mateo County for the past 10 years, including holding roles of VP and President. I am also a real estate development and operations professional who holds structural engineering and civil engineering licenses in the state of California.	HIP Housing - Board of Directors (San Mateo County) for the past 10 years, including holding roles of VP and President Stanford Professionals in Real Estate - Board of Directors for the past 5, Community Engagement Co-Chair

Stephanie Shipe

Vice President of Property Management
Alta Housing, Palo Alto, CA
Email: [redacted] g | **LinkedIn:** [redacted]

Professional Summary

Strategic leader with over 15 years of experience in affordable housing and property management, driving measurable outcomes such as improved operational efficiency, enhanced resident satisfaction, and successful program innovation. Demonstrated expertise in developing innovative solutions, fostering collaborative partnerships, and driving systemic change to serve diverse communities. Passionate about elevating women's leadership and championing equity in housing.

Key Skills

- Strategic Leadership & Vision
- Team Development & Mentorship
- Stakeholder Collaboration
- Program Innovation
- Financial & Budget Management
- Data-Driven Decision-Making (e.g., leveraging analytics to improve operational efficiency and service outcomes)
- DEI Initiatives & Community Advocacy

Professional Experience

Vice President of Programs and Operations

Alta Housing, Palo Alto, CA
05/2023 – Present
Non-Profit Affordable Housing Developer and Manager

- Provide strategic leadership for Property and Asset Management teams, overseeing compliance with loan contracts and regulatory agreements.
- Spearheaded the launch of a $750K Wellness Navigator Program, resulting in a 30% increase in resident access to health services and financial counseling, directly improving community well-being and stability.

- Designed and implemented key performance indicators (KPIs) to align departmental outcomes with industry benchmarks.
- Negotiated multi-million-dollar contracts to enhance services across a portfolio of 690 units and 1,500 residents.
- Co-developed a leadership training program to empower staff and build a pipeline for future leaders.

Director of Portfolio Management

The Housing Authority of the City of Alameda, Alameda, CA
10/2020 – 05/2023

- Facilitated COVID-19 vaccination efforts, organizing clinics that served over 300 vulnerable residents.
- Managed relationships with key stakeholders, resulting in a 25% increase in community service programs and securing additional funding for resident initiatives.
- Directed annual budgeting processes, achieving financial stability while addressing community needs.

Director of Property Operations

MidPen Housing, Foster City, CA
05/2016 – 10/2020

- Led a regional restructure to optimize operational efficiency for 50+ properties, resulting in a 20% improvement in team efficiency and a 15% increase in resident satisfaction scores.

  Supervised a team of 78 staff across 52 properties, achieving 100% compliance with government inspections.

- Collaborated on a five-year strategic plan to support organizational growth and resilience.
- Increased net operating income by 10% through innovative management practices.
- Championed DEI initiatives to create an inclusive workplace culture.

Executive Portfolio Manager

FPI Management, Folsom, CA
05/2007 – 05/2016

- Developed strategic partnerships that reduced operating costs by 32%.
- Initiated employee engagement programs that lowered staff turnover by 20%.
- Directed the transition to a new property management software system, enhancing operational efficiency.

Senior Intelligence Analyst (E-5)

United States Army
08/1998 – 12/2004

- Managed a team of 14 personnel, providing intelligence reports and assessments to high-ranking officials.
- Served as an Equal Opportunity Advisor, promoting equity and addressing workplace challenges.

Key Achievements

- **Community Impact**: Established partnerships with local agencies to combat food insecurity, resulting in consistent support for 140 families during the pandemic and laying the groundwork for sustained collaboration that continues to serve vulnerable communities post-pandemic.
- **Systemic Change**: Led a property management restructure, streamlining operations and enhancing service delivery.
- **Innovative Programs**: Implemented Esusu, a platform to help residents build credit and improve financial health.

Education

Bachelor of Business Management
University of San Francisco
2019 – 2022

Associate of Business Administration
City College of San Francisco
2017 – 2018

Certifications

- Certified Asset Manager (Consortium for Housing & Asset Management)
- Tax Credit Specialist (National Center for Housing Management)
- Housing Credit Certified Professional (National Association of Home Builders)
- Certified Occupancy Specialist (Zerfert & Associates)

Affiliations

- Board Member, National Affordable Housing Advocacy Association

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Interests

- Women's Leadership Development, with a focus on mentoring emerging leaders in affordable housing
- Affordable Housing Policy
- Community Empowerment through DEI Initiatives

KYLE DANIEL DESHON

[redacted] • [redacted] • [redacted]

EDUCATION

University of California, Berkeley, Haas School of Business **May 2023**

***Master of Business Administration**, Interdisciplinary Graduate Certificate in Real Estate (IGCRE)*

- VP Events Berkeley Real Estate Club (BREC), organized 2022 BREC Summit on sustainability; Real Estate Peer Advisor
- 2022 NAIOP Golden Shovel case competition (winner), 2022 UT Austin National Real Estate Challenge team (2nd)

Northeastern University, College of Engineering **May 2016**

***Bachelor of Science, Civil Engineering,** summa cum laude*

- Delft Technical University Study Abroad, Delft, Netherlands, Summer 2015

EXPERIENCE

Sares Regis of Northern California, Financial Associate and Asset Manager **June 2023 - Present**

- Oversee a portfolio of 8 properties totaling 1,300 units across the Bay Area. Develop and execute asset level business plans to maximize value and ensure returns are aligned with investor goals
- Provide financial analysis, assist with investor outreach, and prepare reports as required by the CFO to keep investors apprised of asset performance and further investor-manager relationship for future projects
- Draft proformas and perform financial analysis on future for-rent and for-sale development projects. Work directly with Chief Investment Officer to run land acquisition meetings, refine analysis, and draft IC memos for potential acquisitions
- Assist with dispositions of existing assets and acquisitions of new development projects. Perform market analysis, outreach with brokers, and coordinate due diligence efforts

Boston Properties, MBA Associate (Summer - Spring 2023) **June 2022 – May 2023**

- Modeled a phased, mixed use redevelopment project involving multiple joint venture partners, including JV level returns, sensitivities, and various contribution and catch-up methods. Drafted the output products used by leadership team to approach potential partners to discuss involvement in the project and future development strategies
- Performed financial analysis, due diligence, and developed proformas for potential residential, office, and life science development projects across the Bay Area, allowing local executive team to make informed investment decisions
- Conducted market research and analyzed rent, demographic, and planning trends to identify target markets for future residential projects; assembled cost and revenue data for use in company-wide focus on residential opportunities

United States Navy, Civil Engineer Corps Officer **2016 - 2021**

***Construction Manager**, Portsmouth Naval Shipyard*, Kittery, ME (2019 - 2021)

- Responsible for all contractor coordination, billing, negotiations, and contract modifications for $53.3M in construction projects (including new build, renovation, and HVAC) ensuring all requirements were met and minimizing disruption to users, ultimately ranked #3 of 17 peers across East Coast within 5 months of reporting
- Served as primary Government representative for $31.2M Medical & Dental Clinic replacement project, revitalized Government-Contractor relationship, cleared backlog of $221.5K in contract change orders, and coordinated with contractor to reduce project schedule by 28 days

***Detail Officer-in-Charge**, Naval Mobile Construction Battalion FIVE,* Port Hueneme, CA and Okinawa, Japan (2016 - 2019)

- Led day-to-day operations of 40-person multinational labor force, consisting of 14 US and 26 Royal Thai Navy engineers, during construction of $57K library building in Thailand overcoming numerous funding and transportation shortfalls and deepening US partnership in region
- Devised and coordinated training of 46 personnel to test new experimental airfield damage repair methods (damage assessment, soil/cement backfill, and concrete repairs of craters, and spalls) leading to successful completion of 4-day joint exercise with Explosive Ordinance Disposal and validation of methods and timelines

ADDITIONAL

- Licensed Professional Engineer (Civil) in the State of Idaho (# 20051)
- Completed the Adventures in Commercial Real Estate (A.CRE) Real Estate Financial Modeling Accelerator and ARGUS bootcamp

Melissa Buendia
[redacted]

To Whom it May Concern,

Attached is my resume for Board Members – MVW Residences Corporation. A little about me my entire career has been in the financial services industry mainly in Marketing. I have worked closely with our mortgage lending team and this past year I have developed close relationships with the realtors in the areas that we serve. I understand how the home loan process works.

Meriwest Credit Union has been in the Mountain View community for many years. I would love to discuss the board position you have available further if you feel my qualifications can be a match.

Sincerely,

Melissa Buendia

Melissa Buendia
[redacted]

Skills & Abilities

- Excellent public speaking
- Excellent at building a team and giving clear communication so goals can be met
- Developing, enhancing, and deepening member relationships
- Excellent listening skills
- Excellent at following up with people
- Knowledgeable and adept to conducting market research
- Excellent organizational skills
- Excellent project and time management skills

Key Accomplishments

- Manage and support all public relationship activities
- Worked closely with our mortgage lending department to help promote our various mortgage loans
- Increased Business Development productivity by setting goals in line with company's strategic plan and measured progress weekly
- Work with Branch Managers and Relationship Mangers to develop and increase member relationships
- Collaborated on several teams, including Community Development and Product Management Team
- Managed a team of four and gave clear direction of department goals and company goals
- Worked with our Core SEGs, and the community to increase credit union awareness
- Supported the Relationship Managers with their SEG relationships to help increase awareness of the Credit Union
- Created and presented PowerPoint presentations for SEG groups offering financial literacy for their employees
- Attend tabling events to bring awareness to the credit union and opened new accounts
- Responsible for the company's overall marketing strategies and tactics
- Write clear, concise and effective copy, staff communications and reports
- Defined and ensured consistency for all corporate communications
- Ensure high quality, error-free communications
- Track and measure results of all marketing programs through the MCIF
- Implemented and maintained informative and sales-oriented website
- Managed all marketing vendors; including printers, designers and mail houses
- Increased new member accounts with the credit union by 40% within the first 90 days of opening membership by utilizing matrix mailings/emails and working with the branches and digital banking on follow up calls and at various Business Development activities
- Work closely with Branch Managers for sales and service programs and improved overall company sales by over 30%
- Maintain consistent corporate graphic standards for all sales and marketing materials
- Implemented, maintained, and utilized MCIF database for research, reporting and target marketing

• Lead a team for a revamp of corporate website
• Developed and implemented annual marketing plan and budget
• Manage projects at or under budget
• Understanding of Social Media advertising and Google AdWords

Work Experience:

8/22 – Present – Business Development Officer, Meriwest Credit Union, San Jose
11/17 – 6/22 – Marketing Director, Stanford Federal Credit Union, Palo Alto
1/13 – 11/17 – Marketing/Business Development Mgr. – SafeAmerica Credit Union, Pleasanton
3/08 – 12/12– Marketing/Business Development Mgr. – National 1st Credit Union, Santa Clara
11/05 – 2/08 – Marketing/Business Development Director – Sterlent Credit Union, Pleasanton
1996 – 2005 – Marketing/Business Development Mgr. – CommonWealth Central Credit Union, San Jose

Professional Organizations

Women in Leadership through Polka dot
Member of the Women's Networking Alliance Mountain View Chapter
Santa Clara Chamber of Commerce Women in Business
Ambassador Mountain View Chamber of Commerce
Ambassador San Jose Chamber of Commerce
Ambassador Morgan Hill Chamber of Commerce

MERIS OTA, P.E., S.E.

[redacted]

PROFILE

Collaborative commercial real estate executive focused on people and processes. Experience spans the full asset life cycle including due diligence, acquisition, development, stabilization, repositioning, and disposition. Familiar with residential, office/ life-science, industrial, healthcare, and retail asset classes. Throughout her career, has worked directly on a portfolio totaling approximately 15,000,000.s.f. Recognized as a "40 Under 40" honoree by the San Francisco Business Journal. Professional strengths include:

- Market Knowledge and Due Diligence
- Entitlements, Permitting, and CEQA
- Contract Negotiation
- Project Controls and KPIs
- Financial Reporting
- Strong Communication Skills
- Process Efficiency
- Strategic Planning
- Risk Mitigation
- Procurement
- Investor Relationships
- Leadership and Teambuilding

PROFESSIONAL EXPERIENCE

Trammell Crow Company (CBRE), San Francisco, CA **2022 – 2024**
TCC is a wholly owned subsidiary of CBRE and has been ranked by CPE as the #1 developer in the U.S. since 2014.
Senior Vice President

Scaled the business unit through successful delivery of developments. Led teams of 75+. Actively managed $1 billion of investments to ensure that they met or exceeded targeted returns. Solicited early stakeholder input from brokers and property managers to achieve income and operational optimization. Launched TCC's first nationwide Market Trends / Construction Cost Report and operationalized its ongoing quarterly delivery. Worked with TCC's executive team to refresh the company's job descriptions and career paths. Projects include:

- *200 Twin Dolphin Drive, Redwood Shores*
  Gained investment committee approval. Negotiated GMP contract and launched construction for this 234,000 s.f. ground-up development, catalyzing a significant revenue generation for our business unit.

- *Discovery on Grand, South San Francisco*
  Led the value-creation effort of winning unanimous discretionary City approvals for a 500,000 s.f. project.

- *Residential Feasibility Study, San Mateo*
  Conducted a residential feasibility study for redevelopment of 36 acres currently occupied by retail users.

Project Management Advisors, South San Francisco, CA **2019 – 2022**
PMA is an S Corp with six U.S. offices offering fee-based development, project, and investment management services.
Vice President and Shareholder

Responsible for client management with institutional investors. Led project execution, including managing teams on large-scale developments. Guided corporate business strategy and operations. Sample projects include:

- *One Steuart Lane, Paramount Group, San Francisco*
  At client's election, joined the team as development manager during the permitting process. Established reporting formats and financial processes for this 20-story, 120-unit luxury residential project. Oversaw construction and marketing.

- *Affordable Housing Investment Fund Program Management, Confidential Client, SF Bay Area*
  Led a team provide due diligence for projects, including modular construction, within an investment fund.

- *Vallco Town Center (rebranded "The Rise"), Confidential Client, Cupertino*
  Provided investment management for this mixed-use project consisting of 2,400 homes, 2,000,000 s.f. of office space, and 226,000 s.f. of retail space and for a sovereign wealth fund.

- *Life Science Repositioning Projects, Confidential Clients, Multiple Locations*
  Assessed feasibility of repositioning retail and office assets into life-science uses. Led development efforts including entitlements, team selection, design, budget and schedule management.

- *Southline, Lane Partners, South San Francisco*
  Drove project strategy to align with client's business plan for a 2,700,000 s.f. ground-up life-science / office development. Developed financial reporting, schedules, and work plans to support this strategy.

Sares Regis Group of Northern California, San Mateo, CA **2011 - 2019**
SRGNC is a privately held, vertically integrated company specializing in local development, investment, and advisory.
Vice President, Commercial Development

Responsible for managing commercial developments, business development initiatives, hiring, and training in Northern California. Initiated an internal professional development series. Concurrently managed 11 colleagues across seven teams, and projects with a combined value of over $1 billion. Sample projects include:

- *Fortinet, Sunnyvale*

Led entitlements for a 770,000 s.f. masterplan. Developed a 170,000 s.f. building on an expedited schedule.

- *2101, 2111, and 2121 Tasman Drive, Deutsche Bank, Santa Clara*

Assisted Deutsche Bank with a long-range strategy, highest-and–best use analysis, and disposition of this 6.6 acre property. Evaluated residual land values associated with commercial, for-sale residential and multi-family residential development options prior to broker engagement. Positioned the property for sale.

- *Informatica, Pacific Shores, Redwood City*

Performed a site selection exercise for Informatica's new headquarters. Evaluated ground-up opportunities, and the lease or purchase of existing buildings. Developed proformas and schedules for each option to inform Informatica's decision to purchase two buildings totaling 290,000 s.f. at Pacific Shores. This transaction was recognized as the "Bargain of the Year" by the San Francisco Business Journal in 2013.

Three years later, pursued entitlements to allow Informatica to grow in place at their existing location in Pacific Shores by developing an additional 300,000 s.f. of office.

- *NVIDIA, Santa Clara*

Led development of NVIDIA's new 500,000 s.f. building, the first phase of a development agreement which allows for 1,950,000 s.f. Gained unanimous Planning Commission and City Council approvals on a development agreement amendment and an addendum to the CEQA environmental impact report (EIR) in 4 months. Negotiated the project's conditions of approval with the City, yielding considerable project savings. Developed and executed a monthly draw process to meet the financial requirements of the client and lending team. Engaged a construction audit of the general contractor and managed the close-out process.

- *Foster City Center, Northwestern Mutual*

Gained City Council approval of an EIR Addendum and Development Agreement for this 800,000-square-foot, $350M development. Coordinated and negotiated with the adjacent landowner, working towards completion of the joint development agreement.

- *Los Altos Community Investments, Los Altos*

Led development for a two-part project including an 80,000 s.f. ground-up market-rate building and public park delivered through a public-private partnership. Directed City entitlements. Met with City staff and elected officials to complete an ENA for the public park.

- *Value-Add Renovation of Existing Office Building for a Confidential Client, Menlo Park*

Developed a repair and renovation scope, budget, and schedule for an office building constructed in the early 1980's. The scope included podium waterproofing repairs, landscaping improvements, and upgrades to the lobby storefront, common areas, and mechanical and electrical infrastructure.

- *Airgas, Redwood City*

Redeveloped an existing 10,000s.f. industrial building on a 1.25-acre site in Redwood City for use by Airgas as a fill distribution plant. Upgraded the building for "hazardous use" and completed seismic upgrades.

- *City of Redwood City – Docktown Marina*

Completed due diligence on behalf of City for a privately-owned land parcel leased by Docktown Marina. Due diligence efforts addressed both property and marina operations. Selected and directed consultants, and managed the exchange of information between consultants, City officials, occupants, and marina lessees.

KPFF Consulting Engineering, San Francisco, CA **2005 - 2011**
Structural Engineer

Provided structural engineering consulting and tailored client service throughout all project phases. Collaborated with architects, contractors, and design professionals to develop creative and pragmatic structural solutions that benefitted the overall project. Product types ranged from commercial, institutional, and healthcare, to large-scale residential.

CREDENTIALS & AFFILIATIONS

- Stanford Professionals in Real Estate (SPIRE)
  - Real Estate Council and Board of Directors (2021-present), Regional Director (2018-2021)
- HIP Housing, San Mateo County
  - President (2022-present), Vice President, (2020-2022), Board of Directors, (2016 - present)
- Licensed Structural Engineer (S5716) and Civil Engineer (C71821), State of California

EDUCATION

- Stanford University, Master of Science - Structural Engineering
- National Science Foundation – Natural Hazard Mitigation in Japan Program
- University of Hawaii - Manoa, Bachelor of Science - Civil Engineering. Regents' Scholarship recipient.

JAMES F. POLLART

[redacted]

EDUCATION

THE WHARTON SCHOOL, University of Pennsylvania — Philadelphia, PA
Master of Business Administration, Double Major in Real Estate and Finance — May, 1996

PURDUE UNIVERSITY — West Lafayette, IN
Bachelor of Science in Civil Engineering — May, 1984

EXPERIENCE

CLASSIC COMMUNITIES — Palo Alto, CA
Partner, Senior Vice President — 2014 - 2019
- Senior executive, managed all company departments
- Led all land acquisition, entitlements and marketing activities

IRVINE COMPANY APARTMENT DEVELOPMENT — Milpitas, CA
Vice President – Acquisitions — 2012 - 2014
- Helped assemble and launch bay area apartment development group
- Lead / manage bay area land acquisition activities for apartment division
- Interface with office and retail groups on acquisition and development of mixed use projects.

O'BRIEN HOMES — Foster City, CA
Partner, Vice President – Land Acquisition and Forward Planning — 2001 - 2011
- Member of senior management team for privately owned builder / developer
- Managed all land acquisition and forward planning activities for company

CASTLE GROUP CALIFORNIA, INC — Mountain View, CA
Vice President – Land Acquisition and Development — 1998 - 2001
- Member of senior management team for privately owned builder / developer
- Managed all land acquisition and forward planning activities for company

KAUFMAN & BROAD SOUTH BAY, INC. — Fremont, CA
Manager, Land & Planning — 1996 - 1998
- Senior land acquisition / development professional in South Bay Division
- Successfully processed entitlements for approximately 1,500 units.

BRIAN KANGAS FOULK CIVIL ENGINEERS — Redwood City, CA
Senior Project Manager — 1990 - 1994
- Senior manager responsible for over $1 million in annual billings.
- Managed the design and permitting of large residential and commercial projects.

BEALS AND THOMAS, INC. — Westborough, MA
Project Manager / Civil Engineer — 1986-1989
- Performed design and entitlement processing for residential and commercial projects.

VANASSE HANGEN ENGINEERS, INC. — Boston, MA
Civil Engineer — 1984-1986
- Provided engineering and construction inspection services for public and private sector projects.

Licensed California Real Estate Broker and Civil Engineer.

TEJAL SHAH

Mountain View, CA | [redacted]

PROFESSONAL SUMMARY

A seasoned Branch Manager with over twelve years of finance industry experience, bringing expertise in financial management, team leadership and client / community relationships. Skilled in financial planning, budgeting, and resource management, driving growth and tailoring solutions to meet community needs. Active in the local community, volunteering and driving funding for non-profit organizations bridging relationships through community outreach.

PROFESSIONAL EXPERIENCE

Branch Manager II Fremont Bank **April 2019 – Present**
Mountain View, CA

- Generate new business within branch market for deposit accounts, loans, and cash management.
- Supervise branch staff, including coaching, development, and discipline to help meet sales goals, strict adherence to policies and procedures, and to provide exceptional customer service, with staff level based on branch staffing.
- Collaborate with the Fremont Bank's non-profit committee to help expand relationships with non-profit organizations that are recipients of the Fremont Bank Corporate Giving Program to help local nonprofits improe the qualify of life in the communities served.

Relationship Banker II – Bank of the West **Aug. 2012 – Mar. 2019**
Menlo Park/Los Altos, CA

- Enhanced customer relationship and referred customers to other business associates, further developing relations.
- Assisted managers with daily operation of branch, executed operational activities, overrides, signing authority on cashier's check and handle the branch in the absence of the manager.
- Coached tellers to engage with customers, promote services, and conduct sales transactions.
- Recognized by customers for excellent customer service and by management for exceeding goals.

Service Banker (Teller) – Bank of the West **Mar. 2009 – Aug. 2012**
Palo Alto, CA

- Assisted supervisor by maintain responsibility ordering cash and processing cash transactions including deposits, transfers, withdrawals, and overdraft reports.
- Established credibility and enhanced communication with customers to build relationships and expand offerings of services to clientele.

COMMUNITY OUTREACH

Bay Area Friendship Circle – Volunteer **Palo Alto, CA**

AWARDS

President's Club Award December, 2022 & December, 2023
Issued by Fremont Bank
Fremont Bank President's Award recognizes employees for outstanding performance and contributions, within specific divisions or for exceptional client service and community building.

Circle of Excellence - Elite Quarterly: 2022, 2023, 2024, 2025
Issued by Fremont Bank
Fremont Bank "Circle of Excellence" is a program that recognizes and rewards top-performing staff and their support teams within the organization.

Circle of Excellence December, 2017
Issued by Bank of the West

LANGUAGES

Languages: English • Hindi • Guajarati

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Summer Review- Approval of Monthly Reports; Ratifying some contracts and Reviewing other contracts

Estimated Time:

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

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

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

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

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

Department	Vendor	Description	Cost	Summer Delegated Approval
Business- Child Nutrition	AF Produce	Will provide a contract extension for the 2025-2026 school year for the purchase of produce.	$75,000	Yes
Business- Child Nutrition	AG Link	Will provide organic locally grown produce, district-wide.	NTE $25,000	Yes
HR	Atkinson, Andelson, Loya, Ruud & Romo	Will provide legal and non-legal consultant services.	NTE $30,000	

Business- MOT	Bailey Fence Company, Inc.	Will provide commercial fencing and gate services including maintenance, repair, and emergency response, services include the maintenance and repair of various fencing types such as: chain link, aluminum, ornamental iron and wire fences; as well as gates and access control systems.	NTE $25,000.00	Yes
Business	Bailey Fence Company, Inc.	Will provide a First Amendment to the Contract that was board approved on April 24, 2025. Bailey Fence will provide additional repair of the existing damaged chain link fence at Monta Loma.	$1,047.00	Yes
HR	Bay Area Solutions	Will provide fingerprinting services at Imai, Castro and Crittenden Middle on various dates and times.	Applicant will be paying the fees. No cost to the District.	Yes
Business- MOT	Bus Safety Training Network LLC	Will provide training for 8 drivers in original and renewal classroom hours, in-service meetings, driving proficiency, T-01 signing and T-02 maintenance of driver's records, consulting and compliance.	$18,000 training $125 per hour for other services, NTE $15,000	Yes
Business- MOT	Camille Kelly	Will operate and maintain lighting and sound equipment related to theatrical use for all MVWSD teachers and auditoriums based on rentals through Facilitron.	NTE $15,000.00	
Graham	Camille Kelly	Will provide theater technician and management services to Graham Middle School.	NTE $18,000.00	
Ed. Services- FSSP	Churros El Guero	Will provide food truck services for the Parent Engagement Back-to-School event on Saturday, August 16, 2025.	No cost to the District	Yes
Business- MOT	City Mechanical, Inc.	Will provide building controls systems services for the repair, maintenance, and emergency support of HVAC control and energy management systems, district-wide.	NTE $35,000.00	
Business-	Consolidated Networks	Will replace existing Bogen Public Address system with Front Row Conductor to match the District standards at the		

Construction	Corporation	balance of the District sites and replace Bogen Clock system with American Time Clock system to match District standards.	$116,592.00	
Superintendent	Cookies n Cream	Will provide an ice cream catering truck for the All Hands Staff Meeting on August 13, 2025.	$1,300.00	Yes
Business- Child Nutrition	County of Santa Clara	Amendment number 4 to the contract. MVWSD will serve cold lunches that meet the National School Lunch Program guidelines. Meals are available to all children up to the age of 18, at no cost at Rengstorff Park and other locations, Monday through Friday 11:30 AM to 1:00 PM.	District will be compensated NTE $63,214.00.	Yes
Business- MOT	Dryco Construction Inc.	Will provide all materials, labor, equipment, and services necessary to perform seal coating and re-striping work at various school sites and district facilities.	NTE $75,000.00	Yes
Business- Child Nutrition	Ecolab	Will provide pest elimination services including cockroach, rodent, and large flies.	NTE $10,000.00	
Business- MOT	Ellison's Towing & Transport	Will provide prompt and reliable remove of illegally parked and abandoned vehicles from school property and district lots, ensuring safety and operational efficiency.	Towing will be taken care of at the expense of the car owner.	Yes
Ed. Services	Follett	Will perform weeding and inventory replenishment services to update the middle school libraries.	$60,234	
Business- MOT	Foster Bros. Security Systems Inc	Will provide repair, keys, and 24/7 emergency response for issues such as lockouts, broken hardware, and compromised security.	NTE $9500	Yes
Superintendent	Golden Ice Cream	Will provide ice cream catering truck for the All Hands Staff Meeting on August 13, 2025.	$375.00	Yes
Crittenden	GreeneSport Association	Will provide sport officials for after-school sports for Crittenden for the 2025-2026 school year.	NTE $10,000.00	
Graham	GreeneSport Association	Will provide sport officials for after school sports at Graham Middle School.	NTE $12,000.00	
		Renewal service agreement for the		

Superintendent	Hanover Research	2025-2026 school year. Hanover will support the District with one project queue which includes the completion of 4 to 6 projects depending on size and depth.	$47,000.00	
Business- Child Nutrition	Harris School Solutions	Will provide an annual licensing and technical support for the etrition system for all sites.	$19,064.95	Yes
Ed. Services	Healthier Kids Foundation	Will provide vision, dental, hearing screenings and potentially My Health First Universal Wellness screenings. This is a multi-year contract at no cost to the District.	No cost	Yes
Business- Child Nutrition	Heartland School Solutions	Will provide annual license for Nutri Kids.	$1,449.00	
Business	InformedK12	Will provide a single process software service licenses that support district forms and processes for several departments.	$1,742.90	Yes
Business	Jack Schreder & Associates	Will provide a developer fee justification study to determine if a reasonable relationship exists between new residential, commercial, and industrial development and the need for new and/or reconstructed school facilities in the District.	$6209 for the 2026 Developer Fee Justification Study, $205 per hour SFP Consulting Services	
Ed. Services- FSSP	Janelle Cameron Consulting	Will provide 3 days of professional development to Middle School ELA teachers, and Elementary ELD newcomer teachers.	$8,850.00	Yes
Business	Kassirer Sports [RFP]	KS will provide age-appropriate sports for Grades TK/K including soccer, tennis, pickleball, track and field, and blacktop/field games. Examples of blacktop/field games are kickball, capture the flag, wall ball, etc.	$24 per hour, per class, paid by parents. No cost to the District.	Yes
Superintendent	Kona Ice	Will provide shaved ice catering truck for the All Hands Staff Meeting on August 13, 2025.	$375.00	Yes
Ed. Services- FSSP	Language Line Services, Inc.	Will provide on demand over the phone interpretation, district wide, for the 2025-2026 school year.	NTE $6,000.00	
		Will provide a web-based student		

Ed. Services-Preschool	Learning Genie Inc.	assessment modules to support the administration, data analysis and data submission of the state-mandated DRDP.	$2,822.40	
Business	Lubin Olson & Niewiadomski LLP	Will provide legal advice and services in the following matter(s): Tenants-in-Common agreement for property located at 699 North Shoreline Boulevard, Mountain View, CA.	NTE $30,000.00	Yes
Superintendent	Luv's Brownies	Will provide brownies catering truck for the All Hands Staff Meeting on August 13, 2025.	$1,550.00	Yes
Business- MOT	Mamava, Inc.	Will provide all labor, materials, and equipment to relocate three Mamava Pods.	$8,961.00	
Crittenden	Membean	Will provide an online tool that teachers use to supplement students' vocabulary development. We believe that use of Membean has contributed to student growth in ELA.	$5,600	
Business- MOT	Milpitas Electric	Will provide maintenance, installation, and repair for electrical systems and equipment, district-wide.	NTE $65,000.00	Yes
Business- MOT	Obelisk Landscape Irrigation Service	Will provide routine and seasonal landscaping services to include trimming, mulching, irrigation repairs, and planting, district-wide.	NTE $25,000.00	Yes
Business- MOT	Opterra Energy Services	Will replace the failed 225 amp breaker and repair thermal damage from the failure at Castro/Mistral Elementary School.	$5,127.64	Yes
Business- MOT	Opterra Energy Services	Will replace 63 broken solar panels to eliminate safety risks and ensure the PV system is operating at its fullest potential.	$87,398.61	Yes
Business- MOT	Opterra Energy Services	Will provide the necessary labor and equipment to replace the failed Current Transformer (CT) at Landels Elementary.	$3,026.18	Yes
Business- MOT	Panoramic Design Group Inc	Will provide irrigation design and consulting services for the District to include irrigation assessments, water audits and develop strategies and plans to provide direct water access to plants and	NTE $25,000.00	Yes

		trees that comply with local agency requirements which include State Mandated Water Efficient Landscape Ordinance (MWELO).		
Ed. Services- FSSP	Paper Platez	Will provide food truck services for the Parent Engagement Back-to-School event on Saturday, August 16, 2025.	No cost to the District	Yes
Vargas	Playworks Education Energized	Will provide an on-site programmatic launch, training and in-person consultation services that will teach strategies, games and systems to develop and sustain a positive educational culture for all Vargas Elementary students.	$34,000	
Ed. Services- SPEd	Psychology Consultation Group	Will conduct an Independent Educational Evaluation on a student's special education needs.	$8,000	
Ed. Services- SPED	Rising Star Sped Academy	Will provide student placement at a non-public school.	$182,686.75	
Ed Services/Health & Wellness	Santa Clara County Office of Education	Continued partnership for the Wellness Center located at Castro Elementary	Grant funded - no cost to MVWSD	
Ed Services/Health & Wellness	Santa Clara County Office of Education	Contract for School Counselor Residency Program (SCRP) who will recruit, develop and create pathways for individuals aspiring to become school counselors.	No cost to MVWSD	
Ed Services/Health & Wellness	Santa Clara County Office of Education	MVWSD participation in the California Department of Education Tobacco Use Prevention Education Program (TUPE)	Grant funded - no cost to MVWSD	
Ed Services	Santa Clara County Office of Education	Walden West outdoor science classes for district 5th grade students	Approx $335,034 - will depend on student participation	
Ed. Services- Health/Wellness	School of Social Work of Columbia University	Will provide social work university student fieldwork placement in the 2025-2026 school year.	No cost to the District	Yes
Business- Child Nutrition	Sequoia Union High School District	Will provide an annual membership for the SLIC commodities program.	$350.00	Yes
		Will provide school bus and white fleet maintenance services using		

Business- MOT	Silicon Valley Performance	ASE-certified technicians and is certified by the DOT. SVP will perform all required inspections, including the District's 45-day/3,000-mile inspections.	NTE $305,000.00	Yes
Business- MOT	Sound & Signal [RFP]	Will provide full service Fire System maintenance and repair services and administer the duties and responsibilities outlined in the Request for Proposals (RFP) No. 2025-05-17.	NTE $125,000.00	Yes
Crittenden	The Anaheim Hotel	Will provide lodging service to Crittenden students for the music trip to Disneyland on May 10-13, 2026.	NTE $40,000	
Business- MOT	Therma LLC [RFP]	Will provide full service plumbing maintenance and repair services, district-wide. RFP 202-05-16.	NTE $175,000.00	Yes
Business- MOT	Therma, LLC	Will provide full repair sewer services at Monta Loma and Theuerkauf.	NTE $75,000.00.	Yes
Business- MOT	United California Glass & Door	Will provide all labor, equipment, materials, and performance of operations related to the inspection, repair and maintenance of glass and door systems across all MVWSD sites.	NTE $45,000.00	Yes
Business- Child Nutrition	Vestis	Will provide laundry services for towels, aprons, and mats for child nutrition	NTE $15,000.00	
Ed. Services-Health/Wellness	Wellness Together, Inc.	Will provide consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students.	NTE $157,920	

Fiscal Implication:
See background details attached.

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

ATTACHMENTS:

Description	Type	Upload Date
AF Produce	Backup Material	8/12/2025

AG Link	Backup Material	8/12/2025
Atkinson, Andelson, Loya, Ruud & Romo	Backup Material	8/14/2025
Bailey Fence Company, Inc.	Backup Material	8/12/2025
Bailey Fence Company, Inc. (1st Amendment)	Backup Material	8/12/2025
Bay Area Solutions	Backup Material	8/13/2025
Bus Safety Training Network LLC	Backup Material	8/12/2025
Camille Kelly (MOT)	Backup Material	8/12/2025
Camille Kelly (GR)	Backup Material	8/12/2025
Churros El Guero	Backup Material	8/12/2025
City Mechanical, Inc.	Backup Material	8/12/2025
Consolidated Networks Corporation	Backup Material	8/14/2025
Cookies n Cream	Backup Material	8/14/2025
County of Santa Clara (CN)	Backup Material	8/12/2025
Dryco Construction Inc.	Backup Material	8/12/2025
Ecolab	Backup Material	8/14/2025
Ellison's Towing & Transport	Backup Material	8/14/2025
Follett	Backup Material	8/14/2025
Foster Bros Security Systems Inc.	Backup Material	8/12/2025
Golden Ice Cream	Backup Material	8/14/2025
GreeneSport Association (CR)	Backup Material	8/12/2025
GreeneSport Association (GR)	Backup Material	8/12/2025
Hanover Research	Backup Material	8/14/2025
Harris School Solutions	Backup Material	8/12/2025
Healthier Kids Foundation	Backup Material	8/13/2025
Heartland School Solutions	Backup Material	8/12/2025
Informed K12	Backup Material	8/12/2025
Jack Schreder & Associates	Backup Material	8/12/2025
Janelle Cameron Consulting	Backup Material	8/12/2025
Kassirer Sports	Backup Material	8/14/2025
Kona Ice	Backup Material	8/14/2025
Language Line Services LLC	Backup Material	8/13/2025
Learning Genie	Backup Material	8/12/2025
Lubin Olson & Niewiadomski LLP	Backup Material	8/13/2025
Luv's Brownies	Backup Material	8/14/2025
Mamava, Inc.	Backup Material	8/12/2025
Membean	Backup Material	8/13/2025
Milpitas Electric	Backup Material	8/12/2025
Obelisk Landscape Irrigation Service	Backup Material	8/13/2025
Opterra Energy Services (CA/MI)	Backup Material	8/12/2025
Opterra Energy Services (Solar Panels)	Backup Material	8/12/2025
Opterra Energy Services (LN)	Backup Material	8/12/2025
Panoramic Design Group Inc.	Backup Material	8/12/2025
Paper Platez	Backup Material	8/12/2025
Playworks Education Energized	Backup Material	8/12/2025

Psychology Consultation Group	Backup Material	8/12/2025
Rising Star Sped Academy	Backup Material	8/12/2025
Santa Clara County Office of Education (CA)	Backup Material	8/12/2025
Santa Clara County Office of Education (SCRP)	Backup Material	8/12/2025
Santa Clara County Office of Education (TUPE)	Backup Material	8/12/2025
Santa Clara County Office of Education (Walden West)	Backup Material	8/12/2025
School of Social Work of Columbia University	Backup Material	8/12/2025
Sequoia Union High School District	Backup Material	8/12/2025
Silicon Valley Performance	Backup Material	8/12/2025
Sound & Signal	Backup Material	8/12/2025
The Anaheim Hotel	Backup Material	8/13/2025
Therma LLC (RFP)	Backup Material	8/12/2025
Therma LLC (ML/TH)	Backup Material	8/12/2025
United California Glass & Door	Backup Material	8/12/2025
Vestis	Backup Material	8/12/2025
Wellness Together	Backup Material	8/12/2025
US Bank Credit Card June 23, 2025	Backup Material	8/14/2025
US Bank Credit Card July 22, 2025	Backup Material	8/14/2025
Purchase Order Change Orders Report	Backup Material	8/14/2025
Payroll Report and Accounts Payable Warrants 06/21/2025-06/30/2025	Backup Material	8/14/2025
Payroll Report and Accounts Payable Warrants 07/01/2025-07/31/2025	Backup Material	8/14/2025
Purchase Order Report 06/06/2025-06/30/2025	Backup Material	8/14/2025
Purchase Order Report 05/28/2025-08/12/2025	Backup Material	8/14/2025
Summer 2025 Contracts and Payments Presentation	Backup Material	8/14/2025

600/22

Updated 03/07/25

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: AF Produce

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We are using CDE form Contract

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Debbie Austin	Signature:	
Date:	May 16, 2025	Date:	6-13, 2025
Print Name:	Debbie M. Austin	Print Name:	Rebecca Westover
Print Title:	Director Child Nutrition	Print Title:	CBO

For Department:

Checklist not required for school sites

600122

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

Procurement Resources Unit
January 2022

CONTRACT

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages	Agreement Number (Base year)
	1

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

   SCHOOL FOOD AUTHORITY'S NAME
   Mountain View Whisman School District

   Contract Company
   AF Produce

2. Base year contract term: Effective date: **8/31/2025** Expiration date: **8/31/2026**

3. The maximum dollar amount of this contract:
   $75,000 (maximum dollar amount)

4. Vendor Services:
   Produce- Local, small farms

5.. The parties mutually agree to this extension.

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

Contracted Vendor	
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* AF Produce	
BY *(Authorized Signature)* ✍ [signature]	DATE SIGNED *(Do not type)* 5-28-2025
PRINTED NAME AND TITLE OF PERSON SIGNING MARIO A FLORES VICE	
ADDRESS 1612 BERMUDA LN SAN JOSE CA 95125	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Mountain View Whisman School District	
BY *(Authorized Signature)* ✍ [signature]	DATE SIGNED *(Do not type)* 6-13-25
PRINTED NAME AND TITLE OF PERSON SIGNING Rebecca Westover Chief Business Official	
ADDRESS 1400 Montecito Ave. Mountain View CA 94043	

Mountain View
Whisman
School District

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA, 904043
650-526-3585

Memorandum of Understanding

Date: May 16, 2025
Seller: AF Produce
Buyer: Mountain View Whisman School District

The following MOU engages the parties listed above as of the date above for the supply of Local CA and US Grown produce with the following conditions:

AF Produce will be used for the Local Food for Schools Funding (LFS), School Food Best Practice (SFBP) and Supply Chain Assistance (SCA).

All products supplied to the District from AF Produce must be of USA origin.

This MOU is in support of a micro purchase for fresh, local products.

The District will use PO# assigned for 25-26 school year.

This Memorandum of Understanding will stay in effect until the District reaches its budgeted Program threshold but may continue to purchase with other available funds that support the school nutrition program.

Agreed to by:

_____ 5-28-2025
Date

AF Produce

_____ _____
District representative Date

600122

California Department of Education
Nutrition Services Division
Form ID PRU-11

Procurement Resources Unit
January 2025

Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

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

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

X MAPE

Participant or Respondent Company Name

X

Award Number, Contract Number, or Project Name

X MARIA FLORES VICE

Name(s) and Title(s) of Authorized Representatives

X MAPE

Signature(s)

Date

Certification Regarding Lobbying

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

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

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

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

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

Organization: AF PRODUCE

Street address: 1612 REMUDA LN

City, State, Zip: SAN JOSE CA 95122

CERTIFIED BY: (type or print)

TITLE: VICE

(Signature) (Date)

600122

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

Procurement Resources Unit
January 2025

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For material change only:** Year___quarter___ Date of last report_____
4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** N/A **Print Name:** **Title:** **Telephone No.:** **Date:**	

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

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

660122

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

Certificate of Independent Price Determination

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

Name of FSMC AF Produce	Name of SFA Mountain View Whisman S.D.

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

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

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

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

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

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

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

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

_____

_____

600122

Signature of FSMC's Authorized Representative	Title	Date

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

Signature of SFA's Authorized Representative	Title	Date

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

PRU-21 China Prohibition Certification

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

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

Sample Certification Language:

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

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

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

Additional Information:

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

600123

Updated 03/07/25

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: AG Link

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We are using the CDE forms.

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Debbie Austin	Signature:	
Date:	May 14, 2025	Date:	June 13, 2025
Print Name:	Debbie Austin	Print Name:	Rebecca Westover
Print Title:	Director of Child Nutrition	Print Title:	VCBO

For Department:

Checklist not required for school sites

600123

P.O. Box 12
Ballico, CA 95303
Office: 209-634-8448
Fax: 209-634-8704
Email: f2s@aglink.com

Memorandum of Understanding

Date: May 5, 2025
Seller: Ag Link, Inc.
Buyer: Mountain View Whisman School District

The following MOU engages the parties listed above as of the date above for the supply of CA and US Grown produce with the following conditions:

Ag Link, Inc. must provide LOCAL – California grown products.

All products supplied to the District from Ag Link, Inc. must be of USA origin.

Ag Link, Inc. will use the District PO# and spending preferences for tracking orders and providing reports as necessary.

Ag Link, Inc. will help track the district spend and provide reports upon request.

Eligible products available to the District will be listed on Ag Links, Inc. online catalog and can be ordered online or by phone/e-mail. The District will use the respective website link for streamline ordering of eligible items

The District will use PO# assigned for 25-26 school year.

This Memorandum of Understanding will stay in effect until the District reaches its budgeted Program threshold but may continue to purchase with other available funds that support the school nutrition program.

Agreed to by:

Rob Nairn — 5/5/2025

Rob Nairn, CEO
Ag Link, Inc.

Date

District representative — 6-13-25

Date

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Atkinson, Andelson, Loya, Ruud & Romo

***REQUIRED CHECKBOX* for Service Contracts**

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

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

☒ **Contract for Professional Services / Special Services**

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

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

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

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

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

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

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

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

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

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

☐ **Contract for Educational Materials**

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

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

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

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

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

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

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

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	Aug 14, 20 25	Date:	14 Aug, 20 25
Print Name:	Erin Green	Print Name:	Jeffrey Baier
Print Title:	Director Human Resources	Print Title:	Superintendent

Checklist not required for school sites

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	$390.00
Partners/Senior Counsel/Of Counsel	$350.00
Senior Associates	$340.00
Associates	$330.00
Non-Legal Consultants	$290.00
Senior Paralegals/Law Clerks	$265.00
Paralegals/Legal Assistants	$255.00

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	$6,500
A half day of training (up to 4 hours)	$5,000

A two hour training	$4,000
A one hour training	$3,000

The Law Firm may modify legal services rates effective July 1st of any year by providing at least thirty (30) days' written notice to District; however, should the District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals $2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

6. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Law Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Law Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole

discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services Performed by Law Firm-Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its

informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall

be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

V. DURATION

This Agreement shall commence August 15, 2025 and terminate on June 30, 2028 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
Todd A. Goluba

"District"

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Dated: _____ By: _____

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

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

1. Services Check one of the options below

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

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

Provide commercial fencing and gate services including maintenance, repair, and emergency response. Services include the maintenance and repair of various fencing types such as: chain link, aluminum, ornamental iron, and wire fences; as well as gates and access control systems.

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** – Other, please explain: Provide services as needed estimated not to exceed $25,000

3. Contract Dates "Agreement Time"

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

4. Submittal of Documents

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

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

5. Classified Service ☐ YES ☑ NO

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

6. Notice

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

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

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

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

Contractor's Initials Here: KRS

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Dalewyn Spinks DS

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here: DS

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

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

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

Contractor's Initials Here: KMS

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
   - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
   - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
   - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
   - 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: KMS

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 94-3006836

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

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

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Bailey Fence Co.
Dated: June 21st, 2025	Dated: July 07, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Karick R. Bailey
Print Title: Director, MOT	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 10, 20 25	Dated: 15 July, 20 25
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 09:58:47 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

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

BAILEY FENCE COMPANY, INC.

3205 Baumberg Avenue, Hayward, California 94545 ◆ (510) 783-2980 Fax (510) 783-2989 CA License #498661

Integrity & Tradition

Standard Labor Rate for Installation & Shop Time

Please be advised, that the standard labor rate cost for a two-man installation crew, per two-man crew hour will be at the fallowing rate cost.

	1.0X	1.5X	2.0X
Installation	$294.12	$411.76	$529.41

As for the shop time costing, it will present the rate per single man hour at the fallowing rate cost.

	1.0X	1.5X	2.0X
Shop	$176.47	$205.89	$264.71

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Bailey Fence Company, Inc.

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 25, 2025	Date:	7-2, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

FIRST AMENDMENT TO CONTRACT
PSA for Bailey Fence Co.

THIS AMENDMENT is made by and between the Mountain View Whisman School District, a California public school district ("**District**") and Bailey Fence Co. ("**Consultant/Contractor**"). District and Consultant/Contractor may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, District and Consultant/Contractor entered into the Professional Service Agreement dated April 24, 2025 (the "**Contract**"); and

WHEREAS, as of the Effective Date, the Parties mutually intend to amend the terms of the Contract to effectuate the intentions of the Parties set forth herein this Amendment;

NOW THEREFORE, for the valuable consideration, receipt of which is hereby acknowledged, District and Consultant/Contractor agree to amend the Contract as follows:

AMENDMENT

1. Defined Terms. Except as may be defined herein this Amendment, capitalized terms shall have the meaning prescribed to them in the Contract.

2. Contract Term. The Term of the Contract remains as listed.

3. Contract Scope of work includes the repair of the existing damaged chain link fence, approximately 10' w x 6' H, and installing a new chain link fence to match the existing chain link fence. Cost of additional work is $1,047.00.

4. Miscellaneous. This Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this Amendment, all other terms and provisions of the Contract are in full force and effect. This Amendment shall be governed and construed in accordance with the laws of the State of California.

The Parties hereto have executed this Amendment as of the last date set forth below ("**Effective Date**").

ACCEPTED AND AGREED:

Dated: June 24, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____

Print Name: Rebecca Westover

Print Title: Chief Business Officer

Dated: June 23, 2025

CONSULTANT/CONTRACTOR

By: _____

Print Name: Karrick R. Bailey

Print Title: President

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Bay Area Solutions

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

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

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

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

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

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

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

☐ **Contract for Educational Materials**

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

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

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

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

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

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

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

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	[signature]	Signature:	[signature]
Date:	Aug 13, 2025	Date:	12 AUG, 20 25
Print Name:	Erin Green	Print Name:	Jeffrey Baier
Print Title:	Director, Human Resources	Print Title:	Superintendent

Checklist not required for school sites

Mountain View
Whisman
School District

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

Date: August 1, 2025

To: Business Services

From: Erin Green, Director, Human Resources

Re: Bay Area Solutions –
Professional Services Agreement

Bay Area Solutions will provide mobile fingerprinting (live scan) services for MVWSD volunteers on the following dates:

1. Thursday, August 28, 2025 – 8:00 a.m. – 11:00 a.m. (Imai Elementary)
2. Friday, August 29, 2025 – 8:00 a.m. – 11:00 a.m. (Castro Elementary)
3. Wednesday, September 3, 2025 – 11:00 a.m. – 2:30 p.m. (Crittenden Middle School)

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on July 30th, 20 2025 **("Agreement")**, by and between and **Mountain View Whisman School District ("District")** and Bay Area Solutions **("Contractor")**. Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

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

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

Fingerprinting services on: Thursday, August 28, 2025 at Amy Imai Elementary, 8:00 -11:00AM; Friday, August 29, at Castro Elementary, 8:00 - 11:00AM, Wednesday, September 3rd at Crittenden Middle School 11:00 - 2:30 PM

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** – Other, please explain: fees to be paid by applicant and not MVWSD

3. Contract Dates "Agreement Time"

Services Start Date: August 28, 2026 Services End Date: September 3, 2025

4. Submittal of Documents

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

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

5. Classified Service

☐ **YES** ☑ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Bay Area Solutions
1400 Montecito Ave.	**Street**	2100 S BASCOM AVE STE 1
Mountain View, CA 94043	**City, Sate, Zip**	CAMPBELL, CA 95008
Attn: Chief Business Officer	**Attn:**	MONICA VIEIRA

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

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

Contractor's Initials Here: MLV

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Erin S Stern

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here:

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

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

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

Contractor's Initials Here: MLV

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

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

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

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

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

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

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: MLV

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 47-3124448

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-0000-0-5838-00-0000-7450-000000-009-0400

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: BAY AREA SOLUTIONS
Dated: _____, 20___	Dated: 07/30/, 20 25
Signature: [signature]	Signature: [signature]
Print Name: Erin Green	Print Name: MONICA VIEIRA
Print Title: Director, Human Resources	Print Title: OWNER

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: 31 [illegible], 2025
Signature: _____	Signature: [signature]
Print Name: _____	Print Name: Jeffrey Baier
Print Title: _____	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/14/2025

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State National Insurance Company, Inc.	12831
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bay Area Solutions
2100 S Bascom Ave Ste 1
Campbell, CA 95008

COVERAGES **CERTIFICATE NUMBER:** 369977720 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			NXTFPT4KQK-01-GL	05/31/2025	05/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTHYVKDQT-02-PL	05/01/2025	05/01/2026	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $3,000,000.00 $2,000.00

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

Proof of Insurance.

CERTIFICATE HOLDER

Bay Area Solutions
2100 S Bascom Ave Ste 1
Campbell, CA 95008

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

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

1. Services Check one of the options below

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

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

Training 8 drivers in original or renewal classroom hours, in-service meetings, driving proficiencies, T-01 signing & T-02 maintenance of driver's records, consulting and compliance. This will be monthly service. Behind the wheel training will be a separate charge.

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** – Other, please explain: Fee of $18,000 for training in original or renewal classroom hours, Behind the wheel will be charged at $125 per hour, not to exceed $15,000

3. Contract Dates "Agreement Time"

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

4. Submittal of Documents

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

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

5. Classified Service ☐ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Bus Safety Training Network LLC
1400 Montecito Ave.	**Street**	836 Sheila Ct.
Mountain View, CA 94043	**City, Sate, Zip**	Mountain View, CA 94043
Attn: Chief Business Officer	**Attn:**	Dewrell Wesley

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

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

Contractor's Initials Here: [ ]

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Dalewyn Spinks [ ]

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

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

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

District Representative initials here: [ ]

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

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

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

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

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

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

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

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

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

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here:

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: 47-4150258

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-0000-0-5830-00-0000-3600-000000-009-0560

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Bus Safety Training Network, LLC
Dated: June 20, 2025	Dated: June 27, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: DEWRELL WESLEY
Print Title: Director, MOT	Print Title: CEO/OWNER

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 31, 2025	Dated: 31 JUL, 2025
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 09:56:44 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

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

Updated 03/07/23

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Bus Safety Training Network

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 18, 2025	Date:	6-18, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Camille Kelly

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Emergency Contracts {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 8, 2025	Date:	July 29, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

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

1. Services Check one of the options below

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

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

Operate and maintain various lighting and sound equipment related to theatrical use for all MVWSD theaters and auditoriums based on rentals through Facilitron.

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** – Other, please explain: $300 for 4 hour minimum; $80/hr beyond 4 hours

Total not to exceed $15,000

3. Contract Dates "Agreement Time"

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

4. Submittal of Documents

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

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

5. Classified Service

☑ **YES** ☐ **NO**

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

6. Notice

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

Mountain View Whisman School District	**Contractor:**	Camille Kelly
1400 Montecito Ave.	**Street**	[redacted]
Mountain View, CA 94043	**City, Sate, Zip**	
Attn: Chief Business Officer	**Attn:**	

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

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

Contractor's Initials Here: CK

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Dalewyn Spinks

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here:

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

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

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

Contractor's Initials Here: CK

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care.**

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

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

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

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

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

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

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: CK

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

Employer Identification and/or SSN#: [redacted]

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8200-000000-009-0550

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Camille Kelly
Dated: _____, 20___	Dated: July 19, 2025
Signature: _____	Signature: _____
Print Name: Dalewyn Spinks	Print Name: Camille Kelly
Print Title: Director, MOT	Print Title: Theater Manager

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

Board of Trustees Action (District Office Use Only)

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

Rate Sheet

Camille Kelly

Theater Technician & Manager

[redacted]

camillefkelly13@gmail.com

Date Effective: 2025

Standard Rates

- **Base Rate (Minimum Call):**
  $300 for up to 4 hours (minimum charge per booking)

- **Hourly Overage:**
  $80/hour for each additional hour beyond the initial 4 hours

Example Pricing Scenarios:

Service Duration	Rate
Up to 4 hours	$300 (flat)
5 hours	$380
8 hours	$620

Please reach out to Camille Kelly at camillefkelly13@gmail.com for more details.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on August 25, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Camille Kelly ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

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

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

Camille Kelly will provide Theater Technician and Management services to Graham Middle for the 202

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** – Other, please explain: See attached rate sheet. Estimated total cost of $18,000 for the 2025-

3. Contract Dates "Agreement Time"

Services Start Date: August 25, 2025 Services End Date: June 05, 2026

4. Submittal of Documents

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

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

5. Classified Service

☑ **YES** ☐ **NO**

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

6. Notice

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

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

Contractor:
Street
City, State, Zip
Attn:

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

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

Contractor's Initials Here: CK

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Sebastian Benavidez, III SB

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

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

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

District Representative initials here: SB

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

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

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

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

4. **Standard of Care**.

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

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

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

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

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

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

7. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: CK

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

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

[redacted]

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

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-1100-0-5830-00-1110-1000-000000-014-0100

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

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Camille Kelly
Dated: 6/12/25, 2025	Dated: June 12, 2025
Signature:	Signature:
Print Name: Sebastian Benavidez, III	Print Name: Camille Kelly
Print Title: Principal, Graham Middle School	Print Title: Theater Manager

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

Board of Trustees Action (District Office Use Only)

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

Rate Sheet

Camille Kelly

Theater Technician & Manager

[redacted]

camillefkelly13@gmail.com

Date Effective: 2025

Standard Rates

- **Base Rate (Minimum Call):**
  $300 for up to 4 hours (minimum charge per booking)

- **Hourly Overage:**
  $80/hour for each additional hour beyond the initial 4 hours

Example Pricing Scenarios:

Service Duration	Rate
Up to 4 hours	$300 (flat)
5 hours	$380
8 hours	$620

Please reach out to Camille Kelly at camillefkelly13@gmail.com for more details.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Carlos Pino DBA Churros El Guero

***REQUIRED CHECKBOX* for Service Contracts**

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

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

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

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

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

☑ **Contract for Services (*NOT* Special Services)** No Cost to the District

- ☑ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

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

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

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

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

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

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

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

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

☐ **Contract for Educational Materials**

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Contract for Emergencies {CBO Only}**

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

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	7/21, 20 25	Date:	July 22, 2025, 20____
Print Name:	Geoff Chang	Print Name:	Cathy Baur
Print Title:	Director of Federal, State, and Strategic Programs	Print Title:	Associate Superintendent

Checklist not required for school sites

FSSP - Parent Engagement - No Cost to the District

04/13/2023

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

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

1. Services Check one of the options below

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

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

Churros El Guero is invited to our district wide event on 8/16/25 at Graham Middle School

The food truck will be attending to sell food to our staff and families invited to the event.

2. Price & Payment Check one of the options below

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

☐ **Option 1** – Flat Fee of $ _____

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

☑ **Option 3** - Other, please explain: No cost to the district

3. Contract Dates "Agreement Time"

Services Start Date: 8/16/2025 Services End Date: 8/16/2025

4. Submittal of Documents

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

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

5. Classified Service

☐ YES ☑ NO

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

6. Notice

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

Mountain View Whisman School District	**Contractor:** Carlos Pino DBA Churros el Guero
1400 Montecito Ave.	**Street** [redacted]
Mountain View, CA 94043	**City, Sate, Zip**
Attn: Chief Business Officer	**Attn:**

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

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

Contractor's Initials Here: CP

(This portion to be filled out by District Representative)

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

Check one of the options below:

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

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

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

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

District Representative Name & Initials: Gerti Cheng GC

8. Tuberculosis (TB) Screening

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

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

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

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

District Representative Initials here: GC

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

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

* See COI: $2,000,000 per occurence; $4,000,000 aggregate
** See COI

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

Contractor's Initials Here: [signature]

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2 **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3 **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the Indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the Indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security**. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites

28. **Conflict of Interest**. Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

79 **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: CP

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☒ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 51-0617965

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding: No Cost to the District

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Carlos Pino - DBA Churros El Guero
Dated: 7/21, 20 25	Dated: July - 16th, 20 25
Signature:	Signature:
Print Name: Geoff Chang	Print Name: Carlos Pino
Print Title: Director of Federal, State, and Strategic Programs	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: , 20	Dated: 06 AUG, 20 25
Signature:	Signature:
Print Name: Cathy Baur	Print Name: Jeffrey Baier
Print Title: Associate Superintendent	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and City Mechanical, Inc. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide building controls system services for the repair, maintenance, and emergency support of HVAC control and energy management systems to include diagnostics, system optimization, and component replacement to ensure efficient operations.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ See Attach Total not to exceed $ $35,000

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: August 25, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service ☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	City Mechanical, Inc.
1400 Montecito Ave.	**Street**	724 Alfred Nobel Drive
Mountain View, CA 94043	**City, Sate, Zip**	Hercules, California, 94547
Attn: Chief Business Officer	**Attn:**	Ronald A. Tinkey

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [BF]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [DS]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [BF]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [DS]

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

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1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3120188

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8200-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: City Mechanical, Inc.
Dated: July 13th, 2025	Dated: 7.22.25, 20___
Signature:	Signature: Ronald A. Tinkey
Print Name: Dalewyn Spinks	Print Name: Ronald A. Tinkey
Print Title: Director, MOT	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

CITY MECHANICAL, Inc.
HVAC/Refrigeration/Boilers/Plumbing C-4, C-20, C-36, C-38 Lic#622065
724 Alfred Nobel Drive Hercules, California 94547
1925 Ingalls Street, San Francisco California 94124
1130 Industrial Avenue, Suite #11, Petaluma, California 94952
Office (510) 724-9088 Fax (510) 724-8240

Rate Sheet

July 1, 2025 through June 30, 2026

HVAC, Plumbing and Controls On-Site Services Rates:

Straight Time	Monday – Friday – 6:30am – 2:30pm	$240.00 per hour
Time and a half	Monday – Friday – 2:30pm – 4:30pm Saturday – 6 :30am – 5:00pm	$360.00 per hour
Double Time	Off hours, emergency off hours, Holidays	$420.00 per hour
**4 hour minimum for all on-site services*		

Truck Charge for On-Site Services:

$120.00 per initial on site visit	Additional $15.00 per hour over 8 hours.

HVAC Controls Remote Services Rates:

Straight Time	Monday – Friday – 6:30am – 2:30pm	$200.00 per hour
Time and a half	Monday – Friday – 2:30pm – 4:30pm Saturday – 6 :30am – 5:00pm	$300.00 per hour
Double Time	Off hours, emergency off hours, Holidays	$350.00 per hour
**1 hour minimum for all remote services*		

Truck charge covers:

1. Vehicle wear and tear sustained to provide our services across the greater bay area.
2. Fees incurred for traveling throughout the greater bay area to provide our services.
3. Fees incurred to provide a service truck stocked with tools and common universal parts to provide services and help reduce the need for return visits.

Service Rate Notes:

1. All on site services are subject to “port-to-port” travel time.
2. All rates are subject to change at any time.
3. Parking charges will be added when incurred.
4. If any work is found to be prevailing wage, additional charges may apply.
5. Equipment charges (such as portable ac, drain snake, hydro jetting, flue analyzer, camera services, etc.) will be added to the above labor rates per job.
6. All materials used will be added to the above labor rates per job.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: City Mechanical Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 22, 2025	Date:	July 29, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Consolidated Networks Corporation
2140 Icon Way, Suite 200
Vacaville, CA 95688
707-422-0791

July 29, 2025

Brenda Parella
Greystone West Company
621 West Spain Street
Sonoma, CA 95476

REF: CNC CUPCCAA Contract – Graham MS & Stevenson ES Clock/Speaker Upgrade

Hi Brenda,

Attached is a Partially executed agreement for Graham MS & Stevenson ES Clock/Speaker Upgrade, Mountain View Whisman School District. This transmittal letter includes the following artifacts;

1. Signed CUPCCAA Contract
2. Copy of Performance and Payment Bond

Please send a copy of the signed contract when available. We will be sending you copies of the Performance and Payment bond via postal mail, for your records

We look forward to supporting your project and working with your team.

Kind regards.

Nicole Cheatum

Nicole Cheatum
Project Coordinator

CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")

THIS CONTRACT is made and entered into this **July 18, 2025** ("Contract"), by and between **Consolidated Networks Corporation** ("Contractor") and **Mountain View Whisman School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of **One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars ($116,592.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

   GRAHAM MIDDLE SCHOOL & STEVENSON ELEMENTARY SCHOOL CLOCK/SPEAKER UPGRADE PROJECT ("Project" or "Contract")

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

3. **Site.** Contractor shall perform the Work at Graham Middle School, 1175 Castro Street & Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA ("Premises" or "Site"). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed within Fifty-Nine (59) consecutive calendar days from the date specified in the District's Notice to Proceed. Construction work is between August 1, 2025 – August 22, 2025. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Two Hundred and Fifty Dollars ($250.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

7. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

__X__ Bid Form and Proposal	__X__ Lead-Product(s) Certification
__X__ Bid Bond	__X__ Roofing Contract Financial Interest Certification
__X__ Notice to Proceed	__X__ Russian Sanctions Certification
__X__ Terms and Conditions to Contract	__X__ Insurance Certificates and Endorsements
__X__ Noncollusion Declaration	__X__ Performance Bond
__X__ Prevailing Wage Certification	__X__ Payment Bond
__X__ Workers' Compensation Certification	__X__ Exhibit "A" ("Scope of Work")
__X__ Criminal Background Investigation Certification	____ Plans
__X__ Asbestos & Other Hazardous Materials Certification	____ Work Specifications

8. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Mountain View Whisman School District
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Rebecca Westover, CBO

Contractor
Consolidated Networks Corporation
2140 Icon Way, Suite 200
Vacaville, CA 95688
ATTN: John Kowalsky

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 2025

Mountain View Whisman School District

By: _____

Print Name: Rebecca Westover, Ed. D

Print Title: Chief Business Officer

Dated: July 28th, 2025

Consolidated Networks Corporation

By: _____

Print Name: John Kowalsky

Print Title: Managing Director

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation
____ Limited Liability Company
____ Other: _____

_____
Employer Identification and/or Social Security Number
NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the

District.

12. **DRUG-FREE / SMOKE FREE POLICY**: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the

construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. **DISPUTES**: In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars ($375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
- The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars ($375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

33. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34. **PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. **ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

37. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

38. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

39. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

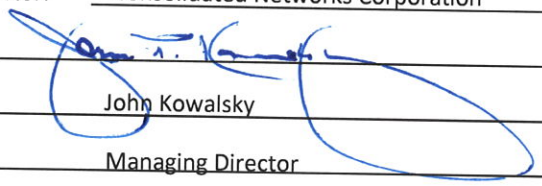
41. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: 

Print Name: John Kowalsky

Title: Managing Director

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

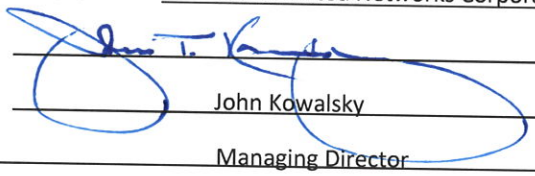
a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: 

Print Name: John Kowalsky

Title: Managing Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____
Title: _____

__X__ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: _____

Print Name: John Kowalsky

Title: Managing Director

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

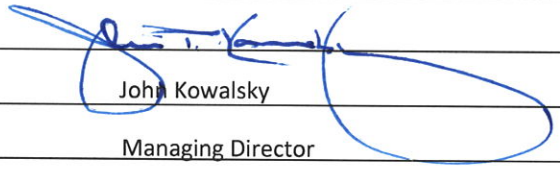
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: 

Print Name: John Kowalsky

Title: Managing Director

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

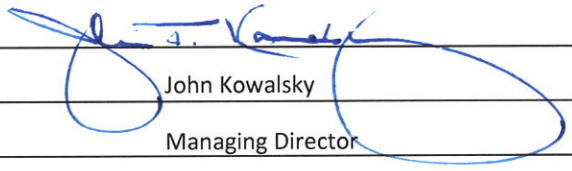
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: 

Print Name: John Kowalsky

Title: Managing Director

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

PROJECT/CONTRACT NO.: _____ between **Mountain View Whisman School District** (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, _____ [Your Name], _____ [Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: N/A

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to

Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: July 28, 2025

Proper Name of Contractor: Consolidated Networks Corporation

Signature: _____

Print Name: John Kowalsky

Title: Managing Director

EXHIBIT "A" ("SCOPE OF WORK")

Description: Replace existing Bogen Public Address system with Front Row Conductor to match the District standards at the balance of the District sites. Replace Bogen Clock system with American Time Clock system to match District standards.

PERFORMANCE BOND Bond #RCB0059199

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District** ("District") and **Consolidated Networks Corporation,** ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Graham Middle School & Stevenson Elementary School - Clock/Speaker Upgrade Project ("Project" or "Contract")

which Contract dated **July 18, 2025**, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and RLI Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars

($116,592.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

RLI Insurance Company

9025 N. Lindbergh Dr., Peoria, IL 61615

Attention: Claims Department

Telephone No.: (800) 645 - 2402

Fax No.: (800) 692 - 6796

E-mail Address: new.claim@rlicorp.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of July, 2025.

Principal

Consolidated Networks Corporation
(Name of Principal)

(Signature of Person with Authority)

JOHN KOWALSKI
(Print Name)

Surety

RLI Insurance Company
(Name of Surety)

(Signature of Person with Authority)

Andrew M. Treat
(Print Name)

Andrew M. Treat
(Name of California Agent of Surety)

PO Box 1050, Jenks, OK 74037
(Address of California Agent of Surety)

918-299-2345
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Bond #RCB0059199

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District** ("District") and **Consolidated Networks Corporation** ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Graham Middle School & Stevenson Elementary School - Clock/Speaker Upgrade Project ("Project" or "Contract")

which Contract dated **July 18, 2025**, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and RLI Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars

($116,592.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of July, 2025.

Principal

Consolidated Networks Corporation
(Name of Principal)

(Signature of Person with Authority)

John Kowalski
(Print Name)

Surety

RLI Insurance Company
(Name of Surety)

(Signature of Person with Authority)

Andrew M. Treat
(Print Name)

Andrew M. Treat
(Name of California Agent of Surety)

PO Box 1050, Jenks, OK 74037
(Address of California Agent of Surety)

918-299-2345
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

ACKNOWLEDGEMENT OF SURETY

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.

Bond No. RCB0059199

STATE OF Oklahoma
COUNTY OF Tulsa } ss.

On this July 23rd, 2025 (Date) before me, David Pennekamp, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Andrew M. Treat (Name(s) of Signer(s)), 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 this 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.

DAVID PENNEKAMP
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 30, 2029
COMMISSION # 25006444

My Commission Expires:

05/30/2029

David Pennekamp Notary Public

A0403115

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Vicky Jarvis, William Tippit, Gary Jones, Robin Owens, Dede Allen, Andrew M. Treat, Johnna Smith, Angela Holmstrom, Mark Tedford, Monte Thompson, David Pennekamp, jointly or severally

in the City of Jenks, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of June, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 24th day of June, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of July, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

3523389020212

A0058D19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashley Myres	
Tedford Insurance 50 Penn Place 1900 NW Expressway Ste R-117 Oklahoma City OK 73118	PHONE (A/C, No, Ext): (405) 608-2750	FAX (A/C, No): (918) 299-5441
	E-MAIL ADDRESS: ashleym@tedfordinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Consolidated Networks Corp. 722 N. Broadway, Suite 203 Oklahoma City OK 73102	INSURER A : Chubb National Insurance Company	10052
	INSURER B : Great Northern Insurance Co.	20303
	INSURER C : Federal Insurance Company	20281
	INSURER D : Chubb Indemnity Insurance Company	12777
	INSURER E : Underwriters at Lloyd's, London	15792
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 ALOB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			D01841804	09/13/2024	09/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73636327	09/13/2024	09/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			56718753	09/13/2024	09/13/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764763	09/13/2024	09/13/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional - Tech - Network Liability * Installation Floater			WG00001482AF	08/07/2024	09/13/2025	Each Claim Policy Aggregate * Transit & Installation	$2,000,000 $2,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Graham Middle School & Stevenson Elementary School Clock/Speaker Upgrade
Owner: Mountain View Whisman School District, 1400 Montecito Ave., Mountain View, CA 94043
Project Address:Graham Middle School, 1175 Castro St., Mountain View, CA, Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA

Additional Insured: Mountain View Whisman School District (Owner), the Architect and the Project Manager, its officers, directors and employees.

Umbrella underlying policies are Workers Compensation #38WECAT8APU; General Liability #38SBAVL4865 and Auto Liability #38UECEK6995.

CERTIFICATE HOLDER

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View CA 94043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CHUBB®

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured		
CONSOLIDATED NETWORKS CORP		
Policy Number	Policy Period	Effective Date of Endorsement
D01841804	09-13-2024 to 09-13-2025	09-13-2024
Name of Company		
CHUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

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	Lessors Of Leased Equipment
	Managers Or Lessors Of Premises
	Mortgagee, Assignee Or Receiver
	Other Persons Or Organizations Pursuant To A Contract Or Agreement
	Trade Show Event Lessor
	Vendors
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A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force

Exclusion a. under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

 Includes copyrighted material of Insurance Services Office, with its permission.

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Non-Owned Watercraft Under 55 Feet

Paragraph **(2)** of Exclusion **g**. under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

C. Non-Owned Aircraft Exception

Exclusion **g.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to:

(6) An aircraft you do not own provided:

(a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured

Exclusion **j.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

E. Electronic Data – Exception For Physical Injury To Tangible Property

Exclusion **p.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to:

(1) "Bodily injury"; or

(2) Physical injury to tangible property.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire

Exclusion **f.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a "hostile fire", explosion, smoke or leakage from fire protection equipment.

G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts

Exclusion **e.** under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a written contract or agreement that is an "insured contract" provided the "personal and advertising injury" is caused by an offense first committed after the execution of the contract or agreement.

H. Medical Expenses Coverage – Three Years To Report Expenses

Subparagraph **1.a.(b)** under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

I. Supplementary Payments – Increased Limits

Paragraph **1.** under **Section I – Supplementary Payments –Coverages A And B** is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds**;** or

(2) Bonds required to:

(a) Appeal judgments; or

(b) Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit".

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies

Paragraph **2.** under **Section II – Who Is An Insured** is deleted and replaced by the following:

2. If there is no other insurance available, each of the following is also a Named Insured:

a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such

organization; or

b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services

Paragraph **3.a.** under **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Each of the following is also an insured:

a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no “employee” is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or to any co-“employee” while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;

(b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph **(1)(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph **(1)(a)** or **(b)** above.

With respect to "bodily injury" only, the limitations described in Paragraph **3.a.(1)** above do not apply to:

(i) You or to your directors, managers, members, "executive officers", partners or supervisors as insureds;

(ii) Your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee"; or

(iii) Your "employees" who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

(2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

L. Additional Insureds

Paragraph **3.** under **Section II – Who Is An Insured** is amended by including the following:

Controlling Interest

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

Lessors Of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an "occurrence" that takes place, or an offense that is committed, after the equipment lease ends.

Managers Or Lessors Of Premises

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

(1) An "occurrence" that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or

(2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

Mortgagee, Assignee Or Receiver

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

Other Persons Or Organizations Pursuant To A Contract Or Agreement

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

(1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;

(2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and

(3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

(1) That is more specifically identified under any other provision of **Section II – Who Is an Insured** (regardless of any limitation applicable thereto).

(2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

Vendors

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

(1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;

(2) Representation or warranty unauthorized by you;

(3) Physical or chemical change in "your product" made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or

(7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

Limitations Applicable To Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, the following limitations apply to such insured:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Limits Of Insurance Applicable to Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable limits of insurance;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

M. Medical Expense Limit – $15,000

Paragraph **7.** under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

a. $15,000; or

b. The amount shown in the Declarations for the Medical Expense Limit.

N. Knowledge/Notice Of Occurrence

Paragraph **2.** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

f. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense.

g. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.

h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

O. Primary And Non-Contributory

Subparagraph **4.a.** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

P. Unintentional Failure To Disclose Hazards

Paragraph **6.** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

Q. Waiver Of Subrogation Required By Contract

Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the

following:

8. Waiver Of Subrogation Required By Contract

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage **C**.

R. In Rem

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

S. Coverage Territory – Limited Worldwide

Paragraph **4.** under **Section V – Definitions** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or

b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

T. Insured Contract Amended – Railroad Limitations Removed

Paragraph **9.** under **Section V – Definitions** is deleted and replaced by the following:

9. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

(1) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

CHUBB®

DESIGNATED PROJECT GENERAL AGGREGATE LIMIT

Named Insured		
CONSOLIDATED NETWORKS CORP		
Policy Number	Policy Period	Effective Date of Endorsement
D01841804	09-13-2024 to 09-13-2025	09-13-2024
Name of Company		
CHUBB NATIONAL INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Project:
TBD
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. Subject to the Each Occurrence Limit and all other applicable limits, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Coverage **A**, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** or under Coverage **C** shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated "project" shown in the Schedule above:

1. Any payments made under Coverage **A** or under Coverage **C** shall reduce the amount available under the General Aggregate Limit; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of “projects”, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

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D. If the applicable designated "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project". "Project" shall be deemed to include, collectively, all "locations" and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such "project".

E. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definitions:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

"Project" means a project (taking place away from premises owned by or rented to you) on which you are performing operations.

F. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09-13-24** Policy No. **71764763** Endorsement No.

Insured **CONSOLIDATED NETWORKS CORP** Premium $ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09-13-24** Policy No. **71764763** Endorsement No.

Insured **CONSOLIDATED NETWORKS CORP** Premium $ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - OKLAHOMA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
   (a) That is an "insured" under any other automobile policy;
   (b) That has exhausted its Limit of Insurance under any other policy; or
   (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
   (1) The agreement requires you to provide direct primary insurance for the lessor; and
   (2) The "auto" is leased without a driver.
   Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
   However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   1. You;
   2. Any of your "employees" or agents; or
   3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

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However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION 5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue loan/lease payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor:
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

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(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

   Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The insured's name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, coverage is not voidable under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b. (5) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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AM Best Rating Services

RLI Insurance Company

BestLink **AMB #: 004210 NAIC #: 13056 FEIN #: 370915434**

Mailing Address
9025 N. Lindbergh Drive
Peoria, Illinois 61615
United States

Web: www.rlicorp.com
Phone: 309-692-1000
Fax: 309-689-8676
View Additional Address Information

AM Best Rating Unit: AMB #: 003883 - RLI Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058460 - RLI Corp. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	January 30, 2025
Initial Rating Date:	June 30, 1974

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	January 30, 2025
Initial Rating Date:	June 27, 2005

Financial Size Category View Definition

Financial Size Category:	XIV (USD 1.50 Billion to Less than 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst II: Christine DePalma
Director: Rosemarie Mirabella
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

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Press Release
AM Best Revises Outlooks to Positive for RLI Corp. and Its Subsidiaries
January 30, 2025

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u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1974.

Financial Strength Rating

Effective Date	Rating
January 30, 2025	A+
January 11, 2024	A+
December 13, 2022	A+
November 30, 2021	A+
November 17, 2020	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
January 30, 2025	aa
January 11, 2024	aa
December 13, 2022	aa
November 30, 2021	aa
November 17, 2020	aa

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
003883	RLI Group (G) **Rating Unit**	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

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Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Feb 05, 2025	AM Best Revises Issuer Credit Rating Outlook to Stable for Prime Insurance Company
Jan 30, 2025	AM Best Revises Outlooks to Positive for RLI Corp. and Its Subsidiaries
Jan 11, 2024	AM Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
Dec 13, 2022	AM Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
Nov 30, 2021	AM Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
Nov 02, 2021	AM Best Revises Issuer Credit Rating Outlook to Positive for Prime Insurance Company
Nov 17, 2020	AM Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries
Nov 07, 2019	AM Best Affirms Credit Ratings of RLI Corp. and Its Subsidiaries

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COMPANY PROFILE

Company Information

RLI INSURANCE COMPANY

9025 N LINDBERGH DR
PEORIA, IL 61615
800-331-4929

Old Company Names

Old Company Names	Effective Date
UNITED FOUNDERS NAT'L INS CO	10/19/1973

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	13056
California Company ID #:	2027-1
Date Authorized in California:	12/09/1970
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

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NAIC Group List

NAIC Group #: 0783 RLI INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS

SPRINKLER

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COMPANY PROFILE

Company Information

CHUBB NATIONAL INSURANCE COMPANY

202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889

Old Company Names **Effective Date**

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	10052
California Company ID #:	4401-6
Date Authorized in California:	03/06/1997
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
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COMPANY PROFILE

Company Information

GREAT NORTHERN INSURANCE COMPANY

202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names **Effective Date**

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	20303
California Company ID #:	4375-2
Date Authorized in California:	08/30/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

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MARINE
MISCELLANEOUS
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COMPANY PROFILE

Company Information

FEDERAL INSURANCE COMPANY

202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670

Old Company Names **Effective Date**

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

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MARINE
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PLATE GLASS

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COMPANY PROFILE

Company Information

CHUBB INDEMNITY INSURANCE COMPANY

436 WALNUT ST.
PHILADELPHIA , PA 19106
908990392207

Old Company Names	Effective Date
SUN IND CO OF NY	07/01/1955
SUN INSURANCE COMPANY OF NEW YORK	11/22/1994

Agent For Service

AMANDA GARCIA
330 N Brand Blvd Ste 700
Glendale CA 91203

Reference Information

NAIC #:	12777
California Company ID #:	0744-3
Date Authorized in California:	05/12/1923
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #: 0626 Chubb Ltd Grp

Lines Of Business

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For an explanation of any of these terms, please refer to the glossary.

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AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER

SURETY

TEAM AND VEHICLE

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COMPANY PROFILE

Company Information

UNDERWRITERS AT LLOYDS, LONDON

280 PARK AVENUE, EAST TOWER, 25TH FLOOR
NEW YORK, NY 10017

Old Company Names **Effective Date**

Agent For Service

INSURANCE COMMISSIONER
300 CAPITOL MALL, 17TH FLOOR
SACRAMENTO CA 95814

Reference Information

NAIC #:	32727
California Company ID #:	5756-2
Date Authorized in California:	12/22/2006
License Status:	N/A
Company Type:	Approved U.S. Trust (Reinsurance).
State of Domicile:	NEW YORK

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NAIC Group List

NAIC Group #:

Lines Of Business

The company is authorized to transact business within these lines of insurance.
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AM Best Rating Services

Chubb National Insurance Company

BestLink **AMB #: 011560 NAIC #: 10052 FEIN #: 223253301**

Mailing Address
202B Hall'S Mill Road
Whitehouse Station, New Jersey 08889
United States

Web: www.chubb.com
Phone: 908-903-2000
Fax: 908-903-3805
View Additional Address Information

AM Best Rating Unit: AMB #: 058303 - Chubb Limited
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	May 23, 1994

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 02, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 12, 2024

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1994.

Financial Strength Rating

Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 12, 2024	aa+
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+

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Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries

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AM Best Rating Services

Great Northern Insurance Company

BestLink **AMB #: 002085 NAIC #: 20303 FEIN #: 410729473**

Mailing Address
202B Hall'S Mill Road
Whitehouse Station, New Jersey 08889
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 058303 - Chubb Limited
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	June 30, 1923

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 02, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 12, 2024

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1923.

Financial Strength Rating

Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 12, 2024	aa+
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+

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Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries

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AM Best Rating Services

Federal Insurance Company

BestLink **AMB #: 002084 NAIC #: 20281 FEIN #: 131963496**

Mailing Address
202B Hall'S Mill Road
Whitehouse Station, New Jersey 08889
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 058303 - Chubb Limited
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 17, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 12, 2024

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 12, 2024	aa+
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
087730	Federal Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
090042	Federal Insurance Company (HKB)	Represents the Property/Casualty financials for the Hong Kong Branch of this legal entity.
090456	Federal Insurance Company KRB	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.

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Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

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Press Releases

Date	Title
Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries

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AM Best Rating Services

Chubb Indemnity Insurance Company

BestLink **AMB #: 011578 NAIC #: 12777 FEIN #: 223291862**

Mailing Address
202B Hall'S Mill Road
Whitehouse Station, New Jersey 08889
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

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Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	May 23, 1994

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	March 02, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Carlos Wong-Fupuy

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December 12, 2024

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1994.

Financial Strength Rating

Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 12, 2024	aa+
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Consolidated Networks Corporation

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

CUPCCAA is being used for this project.

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☑ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☑ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Jason Cave Digitally signed by Jason Cave Date: 2025.08.13 12:04:42 -07'00'	Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.08.14 09:17:38 -07'00'
Date:	August 13, 20 25	Date:	August 14, 20 25
Print Name:	Jason Cave, Greystone West Co	Print Name:	Dr. Rebecca Westover
Print Title:	Project Executive	Print Title:	Chief Business Officer

For Department:

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on Aug 5, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Cookies n Cream ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

$1300 for 150 servings including tax and gratuity

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 1300.00

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: Aug 13, 2025 Services End Date: Aug 13, 2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☐ Signed Agreement
☐ Insurance Certificates & Endorsements
☐ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Cookies n Cream
1400 Montecito Ave.	**Street**	12260 Berryessa Rd
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95133
Attn: Chief Business Officer	**Attn:**	pelecao@yahoo.com

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: P.C

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Shelly Hausman SH

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** None required

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: SH

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: P.C

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: P.C

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☑ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: [redacted]

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** _____
Dated: Aug 8, 2025	Dated: _____, 20___
Signature: [signature]	Signature: _____
Print Name: _____	Print Name: Pele Cao
Print Title: Shelly Hausman, PIO	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20___	Dated: 11 Aug, 2025
Signature: _____	Signature: [signature]
Print Name: _____	Print Name: JEFFREY BAIER
Print Title: _____	Print Title: SUPT.

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

[signature]

Mountain View Whisman School District

Shelly Hausman <shausman@mvwsd.org>

Cookiesncreamsj form

Cookies N Cream <cookiesncreamsj@gmail.com> Mon, Aug 11, 2025 at 4:43 PM
To: Shelly Hausman <shausman@mvwsd.org>

Shelly,

I have read the agreement in full.

Best regards,
Pele' Cao
Owner Cookiesncream
Www.cookiesncreamsj.com
Check us out on Yelp!

On Aug 11, 2025, at 4:18 PM, Shelly Hausman <shausman@mvwsd.org> wrote:

Hi

Just one more thing remaining.

Please confirm by email that you read this section of the agreement you submitted. Your response to me will be the equivalent of you "initializing" these sections.

Please note the TB screening is not required for you at this time.

Thanks!

8. Tuberculosis (TB) Screening
Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. Contractor's Initials Here

On Fri, Aug 8, 2025 at 11:54 AM Shelly Hausman <shausman@mvwsd.org> wrote:
> thanks so much
>
> On Fri, Aug 8, 2025 at 11:50 AM Cookies N Cream <cookiesncreamsj@gmail.com> wrote:
> > <IMG_1475.jpeg>
> > [Quoted text hidden]
> [Quoted text hidden]
[Quoted text hidden]

Mountain View Whisman School District

Shelly Hausman <shausman@mvwsd.org>

You received a new invoice (#001330)

Cookiesncream <messenger@messaging.squareup.com> Fri, Aug 1, 2025
Reply-To: Cookiesncream
<CAESPxIkMTMwN2U3NWYtZTg3Zi00N2RmLWI0YTYtMTk2OWUxZDRlMDJlGgxjOjE1ODI0NDg4ODkiCW1lc3NlbmdlciIgzBpZamP1ZdoBI+LP4H7eqVt4RKucspnvbIvvFSIEzRk=@reply2.squ
To: shausman@mvwsd.org

Cookiesncream

New Invoice

$1,300.00

Due on August 1, 2025

Pay Invoice

Invoice #001330
August 1, 2025

Customer
Shelly Hausman
shausman@mvwsd.org

Download Invoice PDF

Message
Ice cream catering truck
Corporate Event
Attn: Corinne Mitchner
1175 Castro Street.
Mountain View Ca. 94040
8/13/25-2:30/2:45-4:45pm
150 servings full options
Total $1300 includes tax and gratuity
Thank You for supporting a local small business 🙏 ❤️

Invoice summary

$1,300.00

Subtotal	$1,300.00
Total Due	**$1,300.00**

Cookiesncream
12260 Berryessa Rd
San Jose, CA 95133-1019 United States

pelecao@yahoo.com

Please contact Cookiesncream about its privacy practices.

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

August 13, 2025

Dear Board of Trustees,

If the Board decides not to approve this contract, I, Jeffrey Baier, will personally assume full financial responsibility for this contract. These refreshments were provided to all MVWSD employees during the All Hands Meeting on August 13, 2025.

Sincerely,
Jeffrey Baier

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Cookies n Cream

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services**

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 13, 20 25	Date:	August 13, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

Checklist not required for school sites

Docusign Envelope ID: 7CCE3E7E-27BC-49BA-90A7-6781E20986C5

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

Purchase Order Number:	4400008221	Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
Maximum Financial Obligation (Prior to this Amendment):	$249,174			Amended Maximum Financial Obligation (If dollar amount is changing):	$312,388
Current Agreement End Date:	06/30/2025			New Agreement End Date:	06/30/2026

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	Select	0501	5255100	5099	$63,214		999999
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Mountain View Whisman School District
Contact Person:	Rebecca Westover
Street Address *:	1400 Montecito Avenue
City, State, Zip *:	Mountain View, CA. 94043
Telephone Number *:	(510) 903-6965
Email Address *:	daustin@mvwsd.org
SCC Vendor Number (As Assigned In SAP):	1007141

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

Docusign Envelope ID: 7CCE3E7E-27BC-49BA-90A7-6781E20986C5

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

County of Santa Clara			
Agency / Department:	SSA/OCM	Department Number:	0501
Program Manager or Contract Monitor Name:	Kaine Jones		
Street Address:	333 W. Julian Street		
City, State, Zip:	San Jose, CA. 95110		
Telephone Number:	(408) 755-7751		
Fiscal Contact (Accounts Payable Contact):	Armando Nunez		
Contract Preparer:	Kaine Jones		

Signatures

Amendment is not valid until signed by Contractor and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: Daniel Little 5363F6550BF8495...	Date:	8/7/2025
Agency/Department Fiscal Officer:	Signed by: 5363F6550BF8495...	Date:	7/31/2025
Contractor:	DocuSigned by: Rebecca Westover 31F20FC5DB91426...	Date:	8/5/2025
County Authorized Representative: *(Procurement Department, President of the Board of Supervisors, Delegated Authority)*		Date:	
County Counsel: (Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.) *Please note: Attachments and exhibits that include additional terms and conditions, conflict with County standard provisions, or require risk assessment must be approved by County Counsel.*	DocuSigned by: Katherine Erickson 952640E64BEC400...	Date:	7/31/2025
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Curtis Boone, Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

Docusign Envelope ID: 7CCE3E7E-27BC-49BA-90A7-6781E20986C5

Reason(s) for Amending the Service Agreement

☑ **Amend Term of Agreement**

Term begins on December 8, 2021, and expires on June 30, 2026, unless terminated earlier or otherwise amended.

Or see Attachment _____ as incorporated by this reference

☑ **Amend Contract Specifics**
Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment A-4 as incorporated by this reference

☑ **Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	$ $ 249,174
B.	Amount of increase or decrease: (Explain below)	$ $ 63,214
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	$ $ 312,214

Explanation of increase / decrease (include new payment terms if applicable):

Increase Maximum Financial Obligation to provide services in FY2025-26

Or see Attachment A-4&D-2 as incorporated by this reference

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☑	**Amend Standard Provisions**

Or see Attachment E-1 as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment___

☐	**Other (please explain below)**

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	$ $ 249,174
Financial obligation in current fiscal year:	$ $ 63,214
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	$ $ 312,214

Insurance

☑	Insurance does not require changes
☐	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

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CONTRACTOR: Mountain View Whisman School District

PROGRAM/PROJECT NAME: Mountain View Whisman School District Food Truck Program

1. SERVICE DELIVERY

Mountain View Whisman School District's Child Nutrition Department (CONTRACTOR) will serve cold lunches that meet the National School Lunch Program guidelines for a complete meal. Meals are available for all children up to the age of 18, at no cost at Rengstorff Park in Mountain View. CONTRACTOR will operate Monday through Friday, from 11:30am to 1 pm Target population resides in the nearby parks, subsidized housing complexes, mobile home parks and RV communities.

2. DELIVERABLES

a. CONTRACTOR will provide food to children ages 1 to 18.

b. CONTRACTOR will provide up to 200 meals per day.

c. CONTRACTOR will distribute meals at Rengstorff Park; 1931 Crisanto Ave, Mountain View, CA.

3. PERFORMANCE STANDARDS

CONTRACTOR's performance will be monitored and evaluated by the County of Santa Clara, Social Services Agency.

4. COMPENSATION TO CONTRACTOR

a. This is a fee for service contract. The maximum compensation for this contract shall not exceed $61,373 in Fiscal Year 2022, $61,373 for Fiscal Year 2023, $63,214.00 in Fiscal Year 2024, 63,214 in Fiscal Year 2025, and $63,214 in Fiscal Year 2026 for a total of $312,388.

b. The Contractor will submit a monthly invoice for the prior month of services to the contract monitor by the tenth (10^{th}) business day of each month.

c. Each invoice must include, monthly salary cost in accordance with Attachment D-2: Budget and back up documentation detailing, dates of services provided, number of meals provided, location of service delivery, and the cost of supplies.

5. CRITICAL INCIDENT REPORTING

a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

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b. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR's staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:

   i. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by the CONTRACTOR).
   ii. Sexual assault or misconduct.
   iii. Physical, psychological, or emotional abuse or neglect.
   iv. Attempted suicide.
   v. Death.
   vi. Serious injury or death related to the services provided under the MOU.
   vii. Serious injury or death of any person on property owned, leased, or operated by the CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
   viii. Serious damage to the property of another related to the services provided by the CONTRACTOR under this Agreement.
   ix. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold § 5150).
   x. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
   xi. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.
   xii. Use of or possession of a weapon by participants and their child(ren), if any, served by the CONTRACTOR or by CONTRACTOR's staff.
   xiii. Any phone calls made to 911 or law enforcement.
   xiv. Criminal conduct involving CONTRACTOR personnel.
   xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
   xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.
   xvii. Any event that has a possibility of receiving public or media attention.

c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify the Contract Monitor as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

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Agency Name: Mountain View Whisman School Dristrict
Contract Period: July 1, 2025 and June 30, 2026
Program Name: Food Truck Program

A Source of Funds	B FY25-26 Amount	C % of Total Funding	D Commitment Code
Social Services Agency (SSA)*	$ 63,214	100%	1
Other Funding Sourcces			
	$ -	0%	
	$ -	0%	
	$ -	0%	
	$ -	0%	
	$ -	0%	
	$ -	0%	
	$ -	0%	
Total Funding Resources**	$ 63,214	100%	

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Renewal of Existing Funding-Continuation of current year funding
3	Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted and expect funding

* The **SSA** line in **FY 25-26 Amount,** Column "B" should equal the **Grand Total** of Column "B" in the Budget Detail.

** The **Total Funding Resources** in Column "B" should equal the **Grand Total** of Column "D" in the Budget Detail.

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Agency Name: Mountain View Whisman School District
Contract Period: July 1, 2025 and June 30, 2026
Program Name: Food Truck Program

A **Contracted Service***	B **Rate**	C **Est. Quantity***	D **Total**
***Monthly services includes all costs associated with providing services for the calendar month, including funding for the following positions: Chef, Baker and Server**			
Monthly Meal Services	$ 31,607.00	2	$ 63,214
			$ -
			$ -
			$ -
Grand Total			**$ 63,214**

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Agency Name:	Mountain View Whisman School Dristrict
Contract Period:	July 1, 2025 and June 30, 2026
Program Name:	Food Truck Program

Please provide detail for each line item. Narrative should explain each service, including the ancillary services that are included as part of the primary service. All ancillary services listed in the Outputs section of your Work Plan, but not included as a budget line item, should be included in the Narrative for the line item to which it corresponds.

Contracted Service(s)*	Narrative
Monthly Meal Services	Meal Services inslcude site setup, and site meal distribution by MVWSD staff. MVWSD's Food Truck Program goes out to the service site to oversee meal production of the food truck, create meals that surpasses the National Standards of serving safe food. Order supplies, cook and package meals for distribution at service sight. MVWSD Staff to ensure the truck is returned clean and ready for the next service day. MVWSD Staff are responsible for the countsheet paperwork. Meal serviceses include breakfast and lunch. MVWSD Staff produce fresh baked items, daily, along with major meal production for hot meals.

***Contracted Services rate always include all direct, indirect, and administrative costs related to providing the services. This includes, but is not limited to, personnel cost, travel, technology, training, curriculum development or acquisition costs, support staff, management, credentialing, and quality improvement and/or quality assurance.**

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Article VI, Y. LEVINE ACT COMPLIANCE is revised to read:

Y. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at https://www.sccgov.org/levineact, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and DRYCO Construction, Inc. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

The Contractor shall provide all materials, labor, equipment, and services necessary to perform seal coating and restriping work at various school sites and district facilities. Work shall include, but is not limited to, the scope and all locations identified in the attached proposals.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Total Not to Exceed $75,000 for additional work not identified in attached proposals

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	DRYCO Construction, Inc.
1400 Montecito Ave.	**Street**	47245 Boscell Rd., PO BOX 6019
Mountain View, CA 94043	**City, Sate, Zip**	Fremont, CA 94538
Attn: Chief Business Officer	**Attn:**	

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: MW

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** MW

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here:

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: MW

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: MW

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3067851

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** DRYCO Construction, Inc.
Dated: June 13th, 2025	Dated: July 07, 2025
Signature:	Signature: Mike Wallen
Print Name: Dalewyn Spinks	Print Name: Mike Wallen
Print Title: Director, MOT	Print Title: Slurry Division Manager

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 11, 2025	Dated: 15 July, 2025
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 11:57:39 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Dryco Construction, Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☑ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☑ **Up to $75,000**, completed the following items: **Vendor is on our CUPCCAA List.**
  - ☑ 1 proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☑ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 8, 2025	Date:	July 11, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Ecolab

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. They have their own contract.

☒ **Contract for Professional Services / Special Services**

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.08.13 09:52:46 -07'00'	Signature:	
Date:	August 13, 20 25	Date:	13 August, 20 25
Print Name:	Dr. Rebecca Westover on behalf of Sophia Zalot	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

Checklist not required for school sites

MASTER SCOPE
SCOPE OF SERVICE

Ecolab Inc.

Founded in 1924, Ecolab Inc. is the world leader in cleaning and sanitizing products and services. Ecolab is a Fortune 500 company with 12 operating divisions operating in 160 countries headquartered in St. Paul Minnesota. Ecolab is committed to assisting customers worldwide with their unique needs by providing them with comprehensive, value-added solutions and professional, personal service. With more than 14,000 sales-and service experts, Ecolab employs the industries largest and best-trained direct sales-and-service force, which advises and assists customers in meeting a full range of cleaning, sanitation, and service needs.

The Pest Elimination Division, in operation since 1986, has grown to be the largest commercial pest elimination company in the U.S. There are over 1800 dedicated service associates throughout the continental United States, Hawaii, Puerto Rico, Canada, and Mexico.

The Division's national service organization consists of 14 geographic regions. All service personnel are Ecolab employees providing personal, local service. At the same time, an extensive support system, and a nationwide network of experts back each associate.

Research and Development is the key to the Division's innovative approach to the entertainment industry. Our R&D organization has developed patented technology and application systems, which are used exclusively by Ecolab. Innovations such as our Eliminator III, Stealth Fly System, and Checkpoint Bait Station ensure maximum results with minimal use of pesticides.

Certified Service Specialists

Trained and certified service specialists are the keys to the success of the Ecolab program. Ecolab's highly structured first year training includes:

-- An 18-part Technical Skills Course
-- Ecolab training academy
-- Field training
-- NFPA Certification
-- State Certification

Confidential Property of Ecolab Inc.

As part of this training process, service specialists are supplied with extensive reference and support materials. Our service specialists receive on going industry training. Another key factor in our service specialists' effectiveness, in addition to training, is the Ecolab technology and equipment provided and carried on their service vehicle.

SERVICE APPROACH

Ecolab Pest Elimination provides to its customers a comprehensive service approach which includes:

- **Proactive Solutions:** Using proprietary protocols supported by science and an outside-in approach, Ecolab helps to achieve elimination and prevention of covered pests and protect our customers' facilities.
- **Integrated Methods:** Highly trained and professional Service Specialists provide customers with services which may include inspection, pest monitoring, sanitation and structural recommendations, mechanical trapping, and biological and targeted product applications.

SANITATION AND STRUCTURAL RECOMMENDATIONS

- Each regular service visit includes a sanitation and structural inspection of the covered service zones as listed below.
- Ecolab will inform the customer of existing sanitation or structural conditions found by Ecolab which can contribute Pest activity or to an infestation of a Pest.
- Findings and recommendations will be reported in Ecolab's Service Reports.

CUSTOMER PARTNERSHIP

To maintain a pest free environment a partnership must include but not limited to the following items:

- Communicates with Ecolab about pest activity or concerns which occur between regular service visits.
- Provides access to all areas of the facility, including locked areas.
- Allows adequate time for service when no other conflicting activities may be performed.
- Promptly corrects structural issues.
- Consistently practices good sanitation procedures.
- Prepares the facility for services per Ecolab instruction.
- Performs proper post-service cleaning as directed by Ecolab's Service Specialist.
- Does not move, destroy, or alter Ecolab supplied equipment.

SERVICE COMMUNICATION AND RESPONSE TIME

- **Ecolab Customer Service:** Customer may contact Ecolab regarding Covered Pest activity or other pest concerns which occur between regular service visits by calling **1.800.325.1671**. Customer Service representatives are available 24 hours a day, seven days a week, 365 days a year.
- **Call Back:** An Ecolab representative will call customer back within one hour after customer calls Ecolab's Customer Service to report a pest issue.
- **On-site Assessment:** If, at the time of the call back, it is determined that a matter needs immediate attention, then Ecolab will be at customer's facility within 24 hours or at a time mutually agreed upon by customer and Ecolab.
- **Emergency Services:** Emergency services are available 24 hours a day, seven days a week, 365 days a year.

Confidential Property of Ecolab Inc.

- **Service Reports:** Ecolab will provide a written, detailed service report to customer after each service visit. Service report information includes pest activity found at the time of service, product applications and equipment installation, if any, and preparation, sanitation or structural concerns or recommendations. Ecolab's service report is recorded using an electronic documentation system which generates an on-site report. Service reports may also be available electronically on-line or via email.
- **Customer Logbook:** Ecolab maintains an on-site logbook at each customer facility. A logbook will contain the facility's service history and required safety information, including:
  - Copies of Ecolab's Service Reports.
  - CD or hard copies of product labels and Material Safety Data Sheets (MSDS).
  - Printed materials or forms required by applicable federal, state, and local regulations.
  - Other relevant information concerning the services provided at customer's facility.
- **Trend Reporting:** Quarterly trend analysis for all properties will be provided upon customer's request. Reports will document program improvements, identify areas in need of improvement and provide data for proactive decision-making.
- **Pest Management Reviews:** Ecolab and customer will conduct periodic reviews of the pest management program to help ensure the facility's needs are appropriately addressed.

Ecolab Pest Elimination Contracted Programs and Services

SERVICE FREQUENCY

All properties will be serviced once per month with a printed service report provided after each visit. Service information will be recorded using an electronic documentation system that is used to generate onsite, easy-to-read reports.

Ecolab Cockroach Program

Ecolab provides the following services for Cockroaches ("*Cockroaches*" are American, German, Oriental, Australian, Turkestan, Brown, and Smoky Brown cockroaches only):

- Inspect the facility to locate and record noted Cockroach activity, harborage sites, and conditions conducive to Cockroach activity.
- Provide appropriate targeted product applications according to label into cracks, crevices, and voids during regular service visits.

Ecolab Rodent Program

Ecolab provides the following services for Rodents ("*Rodents*" are house mice, Norway rats and roof rats only):

- Inspect the outside perimeter and public areas of a facility to identify signs of Rodent activity, possible entry points and conditions conducive to Rodent activity (both interior and exterior areas of the facility).
- Exterior Services: Install and maintain Rodent traps and/or Rodent bait stations around the outside perimeter of the facility.
- Interior Services: Install and maintain interior Rodent traps suitable for the facility.
- Inspect, clean and date Rodent bait and trapping equipment during regular service visits.

Entry Point Protection

Confidential Property of Ecolab Inc.

Ecolab provides appropriate targeted product applications during regular service visits, as necessary, to exterior doorways and other entry points for only the following pests: Ants ("Ants" are all ants other than carpenter, pharaoh, fire, or other wood destroying insects), Cockroaches, ground beetles, springtails, silverfish, crickets, centipedes, millipedes, sowbugs, pillbugs, and earwigs.

Ecolab Large Fly Program

Ecolab provides the following services for Large Flies ("*Large Flies*" are house, blow and bottle flies only):

- Inspect the facility and identify possible sources and entry points.
- Interior Services: When determined necessary, provide targeted product applications for likely areas where Large Flies may be found. Install an appropriate number of Ecolab-supplied Stealth Maxima™ or Decora™ Fly Traps. For Ecolab-supplied fly traps, glue boards will be replaced monthly. Light bulbs will be replaced annually. Ecolab will ensure proper recycling of bulbs.
- Exterior Services: Provide product targeted product applications in dumpster area and facility entry points.
- 3 lights are installed.

Zones to be Inspected During Regular Service Visits: (Quick Service Restaurant Only)

- Buildings outside perimeter (free standing units only)
- Dumpster area
- Accessible false ceilings
- Public areas (dining area and restrooms)
- Back of house (restrooms, employee break area, HVAC/mechanical rooms, kitchen, offices, storage closets and drive thru window)
- Classrooms subject to additional charges.

Additional "As Needed" Services (Price and service frequency based on facility survey, treatment plan and separate agreement.)

Ecolab Small Fly Service (As needed)

Ecolab provides inspection and appropriate targeted product applications for Small Flies ("Small Flies" are red-eyed or dark-eyed fruit flies only). If customer requests Small Fly services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Exclusion Services (As needed)

Ecolab provides services to help seal off areas where identified pests are most likely to enter and harbor in customer's facility, including delivery and entry points, gaps, voids, and holes.

Ecolab Bird Service (As needed)

Ecolab provides integrated bird management programs to utilize various deterrents including netting, destabilizing coils, rods, posts, wires, trapping and other non-lethal deterrent methods. If customer requests bird services, the scope of those services and the applicable fees will be more particularly set forth in a separate services agreement to be signed by the parties before services are rendered.

Ecolab Termite Program (As needed)

Ecolab provides an annual inspection and treatment program that identifies termite activity, helps eliminate the source of current infestations, and helps prevent future infestations. Treatment plans vary based on termite species found and treatment performed. Treatment options may include:

Confidential Property of Ecolab Inc.

- Spot Treatments: Spot product applications are used when termite activity is confined to small areas within the structure. These applications may include the use of liquid termiticides and above ground bait stations.
- Barrier Treatments: Barrier treatments are used when termite activity is found in many locations within the structure. This treatment consists of establishing or re-establishing a complete barrier around the facility.
- Monitor/Baiting: A monitor/baiting service will be used when there is termite activity outside the structure. This option provides a perimeter system to help reduce activity near the structure and minimize future termite attacks on the structure.

If customer requests termite services, the terms of those services and the applicable fees will be specified in a separate termite services agreement to be signed by the parties before services are rendered.

PROPOSAL ONLY

This document is not a binding agreement and will not have any legal force or effect. The terms of the parties' arrangement will be more particularly set forth in a definitive agreement to be mutually agreed upon by the parties. Any prices provided in this proposal are only valid for 90 days from the date the prices are offered to customer.

Confidential Property of Ecolab Inc.

Pest Elimination Services Agreement

Ecolab Inc.
Pest Elimination Division
1 Ecolab Place EGH/6
St. Paul, MN 55102
1-800-325-1671

Date: 6/2/2025

Ecolab Account # MOUN0307-0001

Billing Address		Service Address	
Customer Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT	Name	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Address	1701 ROCK ST	Address	1701 ROCK ST
City	MOUNTAIN VIEW	City	MOUNTAIN VIEW
State/Province	CA	State/Province	CA
Zip/Postal Code	94043	Zip/Postal Code	94043
Contact		Contact	
Title		Title	
Phone #		Phone #	
Email		Email	

Type of Customer 19-Pre-K - 12

Contracted Services

Ecolab Service Reporting (See Scope of Service attached to this Agreement)

Services	Frequency	Monthly Invoice Amount	Billing
Cockroach & Rodent Pgm	Monthly-12 Mo Pgm	$691.15	Invoiced in Month of Service
Large Fly Pgm	Monthly-12 Mo Pgm	$87.45	Per Month

Effective Start Date 08/012025 Initial Service Fee $ **Monthly Invoice Amount $778.60**

Services. Ecolab agrees to provide the contracted services as outlined in the Scope of Service ("Scope") attached to this Agreement. All services will be performed in a good and workmanlike manner according to generally accepted practices and guaranteed as set forth on Page 3 of this Agreement. Materials and methods of application used in the performance of such services will conform to applicable federal, state and local laws and regulations.

Ecolab Equipment. All equipment used or delivered by Ecolab which relates to the services (including, but not limited to, bait stations) performed under this Agreement is at all times the sole and exclusive property of Ecolab. Customer will have no right of ownership in Ecolab's equipment. Customer will not remove Ecolab's equipment without the prior written consent of Ecolab and Customer must return Ecolab's equipment promptly following the expiration or termination of this Agreement for any reason. Customer is responsible for any loss, damage, theft or destruction of Ecolab's equipment.

Pricing. Customer agrees to pay the amounts stated on the invoice for the specified services.Prices are subject to increase annually by between 3.5% and 8%. Notwithstanding the foregoing, if at any time during the term of this Agreement there is a significant shortage or increase in the cost of critical raw materials used to produce some or all of the products used in the performance of the services or if there is an extraordinary or significant increase in Ecolab's labor costs, then Ecolab and Customer will discuss in good faith and implement a change to help Ecolab offset the effect of any such shortage or cost increase, including, but not limited to, price increases above the percentages mentioned in the previous sentence. In addition, Ecolab may apply a freight and/or energy surcharge or other transportation-related charge to the service invoices in accordance with Ecolab's then-current policies. Customer is responsible for all sales, use, personal property, and similar taxes related to this Agreement and to all services provided under this Agreement. Payment is due thirty (30) days after receipt of invoice. Ecolab will not accept payment by credit card or similar payment methods unless otherwise agreed by Ecolab in writing.

Term and Termination; Early Termination Damages. This Agreement has an initial term of one-year ("Initial Term") and will automatically renew on a month-to-month basis thereafter, until terminated by either party upon thirty (30) days prior written notice. If this Agreement is terminated for any reason prior to the end of the Initial Term (except if Customer terminates for Ecolab's uncured breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the monthly service fee, multiplied by (ii) the lesser of 3 or the number of months remaining in the Initial Term following the effective date of termination. Customer agrees that this is equal to or less than the reasonable estimate of the damages suffered by Ecolab for Customer's early termination of this Agreement.

LIMITATION OF LIABILITY. EXCEPT FOR THE EXPRESS WARRANTIES OR GUARANTEES CONTAINED IN THIS DOCUMENT ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ECOLAB ALSO DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES RELATED TO ECOLAB'S SERVICES OR PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ECOLAB IS NOT RESPONSIBLE FOR ANY DAMAGE CAUSED BY ANY PEST. THIS PROVISION SURVIVES ANY TERMINATION OF THIS AGREEMENT.

Indemnification. With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused directly by (i) Ecolab's breach of the warranties given in this Agreement or (ii) Ecolab's (or its employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. If Ecolab accepts tender for indemnity hereunder, Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent.

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Insurance. Ecolab will carry and maintain Worker's Compensation Insurance coverage as required by state law, auto liability insurance with at least $1,000,000 bodily injury and property damage combined single limit, and comprehensive general liability insurance with at least $1,000,000 bodily and property damage combined single limit including products liability coverage. Upon request, Ecolab will name Customer as an additional insured on a blanket basis under its general liability policy but only to the extent of any indemnification obligations of Ecolab as set forth in this Agreement. No coverage will be provided for claims resulting from the negligent or wrongful acts of Customer, its agents, assigns or employees. If Ecolab's insurer defends against damages that were caused by Customer's fault, then Customer must reimburse Ecolab or its insurer for that portion of the damages paid, and the proportionate reasonable costs incurred associated with those damages. Ecolab will provide Customer with a Memorandum of Insurance evidencing Ecolab's insurance coverage as required, if any, in this Agreement.

General. Should legal action be required in order for Ecolab to enforce any Ecolab rights under this Agreement, including the collection of any amounts due Ecolab, Customer agrees to pay all reasonable costs incurred by Ecolab, including without limitation, collection costs and reasonable attorneys' fees. If Ecolab fails to provide the services in accordance with the terms of this Agreement, Customer must give written notice to Ecolab to remedy that deficiency by specifying the aspect of the service found to be deficient. If the deficiency has not been corrected within thirty (30) days of such notice, Customer will have the right to cancel this Agreement. This Agreement may not be assigned by Customer without Ecolab's prior written consent. Performance of any obligation under this Agreement may be suspended, in whole or part, by either party without liability to the extent that an act of God, war, fire, inability to obtain raw materials or supplies at reasonable prices as a result of general economic conditions or allocation, or any other occurrence beyond the reasonable control of such party or labor trouble, strike or injunction (if such labor event is not caused by the bad faith or unreasonable conduct of such party) delays, prevents, restricts or limits the performance of this Agreement. The affected party may invoke this provision by promptly notifying the other party of the nature and estimated duration of this suspension. This Agreement reflects the entire understanding of the parties and supersedes all previous and contemporaneous Agreements or understandings between the parties, both written and verbal, concerning the subject matter of this Agreement and it may only be amended in writing. The terms of any purchase order (other than the stated quantity ordered), release, acknowledgement or other document or communication between the parties will not apply.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IF CUSTOMER AND ECOLAB ARE PARTIES TO AN AGREEMENT FOR SERVICES SIMILAR TO THE SERVICES PROVIDED HEREUNDER (A "SERVICES AGREEMENT") THAT IS IN EFFECT AS OF THE DATE OF THIS AGREEMENT AND IF THERE ARE ANY INCONSISTENCIES BETWEEN ANY OF THE TERMS OF THAT SERVICES AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE SERVICES AGREEMENT WILL CONTROL.

For Customers located in Georgia the following statement applies:
The Georgia Structural Pest Control Act' requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

Signature of Ecolab Representative	Signature of Customer Representative
Printed Name of Ecolab Representative Theresa J Foss	Printed Name of Customer Representative
Title of Ecolab Representative AVP Corporate Accounts	Title of Customer Representative
Date 6/2/2025	Date

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Pest Services Guarantees

ALL PESTS (GENERAL PROVISIONS).

Pests Subject to Agreement. While this section of the document applies to all services performed by Ecolab's Pest Elimination Division, this section of the document does not, by itself, create an Ecolab obligation to treat for each of the pests discussed in this section. Ecolab is only responsible for treating those specific pests which the parties have agreed to in writing. If Ecolab treats for a pest not specifically listed in this section, Customer's only remedy for a new or continued problem relating to that pest will be a free retreatment.

CUSTOMER COMMITMENT.

Customer is entitled to the guarantees set forth in this section only if payment of Customer's account is current and Customer has complied with all of the following:

- Provided Ecolab access to all areas of the facility at the appropriate time of day, including locked areas; and
- Allowed adequate time for service to be performed, when food preparation or cleaning is not in progress; and
- Maintained monthly maintenance services; and
- Promptly corrected sanitation/structural deficiencies noted by Ecolab service professionals; and
- Prepared the premises for professional servicing per the instructions issued by Ecolab to Customer; and
- Not moved, destroyed or altered any bait stations; and
- Complied with the other obligations otherwise set forth in this document.

FACTORS BEYOND ECOLAB'S REASONABLE CONTROL. With regard to all pests treated by Ecolab, Ecolab does not guarantee Customer will never see another pest on Customer's premises. Pests may gain entry with deliveries, guests, structural defects or a variety of other means which Ecolab cannot reasonably control.

PROPERTY ACCESS. Customer agrees to provide Ecolab access to the premises, including locked areas required to be serviced. Customer may provide keys to the facility or to such areas requiring access by Ecolab to perform required services. Upon request from Customer or termination of this Agreement, Ecolab shall promptly return any keys to Customer.

Ecolab Cockroach and Rodent Program Guarantees. (Cockroaches, Rats and Mice)

- **General Guarantee:** Ecolab guarantees that while Customer is using Ecolab's continuing services to control Rodents and Cockroaches, those Covered Pests will not become established on the treated premises. If, after Ecolab treats a Customer's facility for those Covered Pests, that facility continues to have an infestation of any of those Covered Pests, then Customer will have no obligation to pay Ecolab for those services until such time as the infestation is eliminated to the Customer's reasonable satisfaction, and then Customer's normal billing will resume.
- **Foodservice and Hospitality Guest Guarantees:** If Customer has a dissatisfied guest due to the guest seeing a live Cockroach or Rodent on premises being treated for those Covered Pests by Ecolab, Ecolab will reimburse Customer for that guest's restaurant bill (excluding alcohol) for that meal [(or for that guest's hotel room charge for that day but only if Customer has previously elected to purchase a qualifying room program consisting of a one-sixth room treatment rotation)] by issuing Customer a credit memo, but only if Ecolab is notified within 48 hours of any such sighting and is given the name and address of the guest. Ecolab will not have any obligation to issue credit memos in excess of the monthly service fees paid to Ecolab by Customer for those Covered Pests.

Ecolab Premium Plus Guest Room Program Guarantee. For Customer's electing to use Ecolab's Premium Plus Program, Ecolab will implement a proactive room visual-only inspection for bed bugs in key harborage locations and targeted product applications to help reduce the likelihood of pest activity. Customer acknowledges that this is a cursory inspection and is not a guarantee that evidence of bed bugs will be found, even if bed bugs are present. Customer acknowledges that bed bugs can be brought into an area at any time and no treatments can prevent bed bugs from being brought into a facility.

Ecolab Large Fly Program Guarantee. For Customer's electing to use Ecolab's Large Fly Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for Customer. If Ecolab fails to follow that written scope of service and as a result of that failure an infestation of Large Flies continues, then Customer will not be charged the monthly service fee for the particular premises where the problem continues. All other flies, including without limitation, interior breeding flies (including without limitation Small Flies, phorid and drain flies) are excluded from this program. There is no guarantee for any use of a Large Fly Program in any livestock housing facilities (such as dairy, cattle or poultry barns).

Ecolab Ant Program Guarantee. For Customer's electing to use Ecolab's Ant Program, Ecolab will implement that program in a manner consistent with Ecolab's then-current written scope of service for Customer, using bait stations, liquid treatments and/or granular treatments. **Unless expressly noted otherwise in the Agreement, the Pest Services Guarantee does not apply to pharaoh ants, fire ants or any wood destroying insects.** If Ecolab fails to follow that written scope of service and as a result of that failure an infestation of ants continues, Customer will not be charged the monthly service fee for the particular premises where the problem continues.

Ecolab Small Fly Program Guarantee. For Customer's electing to use Ecolab's Small Fly Program to control Small Flies, Ecolab will treat the appropriate areas of the premises on a one-time (as requested) basis to help reduce an existing adult Small Fly population and render indoor breeding sites less usable for egg laying and larval development. Ecolab guarantees Customer's reasonable satisfaction for 90 days after a Small Fly service has been provided or Ecolab will provide a second service at the affected premises at no additional charge during that 90-day period.

Ecolab Bird Program Service Installation Warranty. For Customer's electing to use Ecolab's Bird Program, Ecolab warrants that all exclusion products installed by Ecolab will be free of installation defects for one year following installation or Ecolab will repair the installation at no charge. Acts of God, vandalism, accidental damage, modification by Customer or third parties or any other act or event beyond Ecolab's reasonable control which causes damage to the exclusion products voids all warrantees, actual or implied. **ECOLAB MAKES NO WARRANTY WITH REGARD TO ANY OF THE EXCLUSION PRODUCTS THEMSELVES AND THOSE ARE SOLD "AS IS" AND WITHOUT ANY ECOLAB WARRANTY.** Any warranty claim for a defective exclusion product must be made against the manufacturer of the particular exclusion product. Customer warrants and agrees that Customer is solely responsible for all appropriate warning signs, as Customer may deem appropriate, to notify third parties of the existence of such control barriers and devices on Customer's premises.

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Ellison's Towing & Transport

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
- ☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 28, 2025	Date:	July 31, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
183 Harvard Avenue / Half Moon Bay CA 94019
650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Monta Loma Elementary (the "Property")

Property Address: 460 Thompson Avenue, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
Dalewyn Spinks	MOT Director	1400 Montecito Ave	650-526-3570	dspinks@mvwsd.org
Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

YES: **Please check "Yes" if homeowners/tenants are allowed to tow out of their assigned spaces.** *Per Company policy, homeowners/tenants may ONLY sign for tows from spaces or stalls which have been properly marked, and upon proof of lease or ownership. If tenants/homeowners will be empowered to tow from assigned spaces, please attach a list of acceptable forms of proof - e.g., copy of lease, copy of utility, or cable bill, deed, etc.

GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: Yes or No? Fire hydrants: Yes or No?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? Yes or No?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
California ADA	@$100.00 each:_____=$ _____	_____

WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: 12 August , 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
183 Harvard Avenue / Half Moon Bay CA 94019
650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Stevenson Elementary (the "Property")

Property Address: 750 San Pierre Way, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
Dalewyn Spinks	MOT Director	1400 Montecito Ave	650-526-3570	dspinks@mvwsd.org
Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

YES: **Please check "Yes" if homeowners/tenants are allowed to tow out of their assigned spaces.** *Per Company policy, homeowners/tenants may ONLY sign for tows from spaces or stalls which have been properly marked, and upon proof of lease or ownership. If tenants/homeowners will be empowered to tow from assigned spaces, please attach a list of acceptable forms of proof - e.g., copy of lease, copy of utility, or cable bill, deed, etc.

GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? **Yes** or **No**?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
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☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
California ADA	@$100.00 each:_____=$ _____	_____

WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August , 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING • ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
183 Harvard Avenue / Half Moon Bay CA 94019
650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Graham Middle School (the "Property")

Property Address: 1175 Castro Street, Mountain View, CA 94040

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
Dalewyn Spinks	MOT Director	1400 Montecito Ave	650-526-3570	dspinks@mvwsd.org
Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

YES: **Please check "Yes" if homeowners/tenants are allowed to tow out of their assigned spaces.** *Per Company policy, homeowners/tenants may ONLY sign for tows from spaces or stalls which have been properly marked, and upon proof of lease or ownership. If tenants/homeowners will be empowered to tow from assigned spaces, please attach a list of acceptable forms of proof - e.g., copy of lease, copy of utility, or cable bill, deed, etc.

GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: Yes or No? Fire hydrants: Yes or No?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? Yes or No?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
California ADA	@$100.00 each:_____=$ _____	_____

WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X _____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 13, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
183 Harvard Avenue / Half Moon Bay CA 94019
650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Bubb Elementary (the "Property")

Property Address: 525 Hans Avenue, Mountain View, CA 94040

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
Dalewyn Spinks	MOT Director	1400 Montecito Ave	650-526-3570	dspinks@mvwsd.org
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YES: Please check "Yes" if homeowners/tenants are allowed to tow out of their assigned spaces. *Per Company policy, homeowners/tenants may ONLY sign for tows from spaces or stalls which have been properly marked, and upon proof of lease or ownership. If tenants/homeowners will be empowered to tow from assigned spaces, please attach a list of acceptable forms of proof - e.g., copy of lease, copy of utility, or cable bill, deed, etc.

GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? **Yes** or **No**?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

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☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 12, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
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408-988-4774
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510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Crittenden Middle School (the "Property")

Property Address: 1701 Rock Street, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

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WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 12, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
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650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - District Office (the "Property")

Property Address: 1400 Montecito Avenue, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized:**

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
Dalewyn Spinks	MOT Director	1400 Montecito Ave	650-526-3570	dspinks@mvwsd.org
Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

YES: Please check "Yes" if homeowners/tenants are allowed to tow out of their assigned spaces. *Per Company policy, homeowners/tenants may ONLY sign for tows from spaces or stalls which have been properly marked, and upon proof of lease or ownership. If tenants/homeowners will be empowered to tow from assigned spaces, please attach a list of acceptable forms of proof - e.g., copy of lease, copy of utility, or cable bill, deed, etc.

GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? **Yes** or **No**?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 7, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
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408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Castro Elementary (the "Property")

Property Address: 500 Toft Street, Mountain View, CA 94041

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

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By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

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GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? **Yes** or **No**?

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☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 7, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
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510-651-6110

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Service Agreement

Property Name: Mountain View Whisman School District - Mistral Elementary (the "Property")

Property Address: 505 Escuela Avenue, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

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☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 13, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

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510-651-6110

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Service Agreement

Property Name: Mountain View Whisman School District - Landels Elementary (the "Property")

Property Address: 115 W. Dana Street, Mountain View, CA 94041

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

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GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? **Yes** or **No**?

Please check the appropriate boxes below indicate which common parking violations you would like to actively enforce on your property (you may add any additional property specific violations in the space provided):

☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
California ADA	@$100.00 each:_____=$ _____	_____

WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 12, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
183 Harvard Avenue / Half Moon Bay CA 94019
650-728-0428

Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Imai Elementary (the "Property")

Property Address: 253 Martens Avenue, Mountain View, CA 94040

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
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Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

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GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: Yes or No? Fire hydrants: Yes or No?

Would you like Ellison's Towing to IMMEDIATELY tow vehicles on your property which are in Fire Lanes, within 15 feet of fire hydrants or blocking/interfering with entrance to or exit from the Property? Yes or No?

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☐ Electric Vehicle Stall/Charging Station Parking (Specific Signage is required)	☐ Handicapped/Disabled Stall Violation (Specific Signage is required)	☐ Reserved and/or Deeded stalls (must be properly marked/discernable)
☐ Unauthorized Recreational/ Commercial Vehicles, Trailers	☐ Abandoned/Inoperable/ Displaying Expired Registration	☐ Visitor/Guest/Office/Future Resident Parking Violations
☐ After Hours Parking	☐ Parking Permit Violation	☐ Double Parking
☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

Cal. Veh. Code § 22658 & Cal. Veh. Code § 22511

Cal. Veh. Code § 22658(a)(1) *There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.*

PARKING SIGNS		TOTAL
Corrugated Plastic	@$60/ea: _____=$_____	_____
Aluminum 1/8"	@$160/ea: _____=$_____	_____
Aluminum 1/8" EV Charging	@$160/ea: _____=$_____	_____
California ADA	@$100.00 each:_____=$ _____	_____

WRITTEN AUTHORIZATION FOR Tow SERVICES The foregoing instrument, consisting of two (2) pages, including this page, was at the date hereof designated by signature of below (_____) below the "Property Owner" or "Agent", declared as a Written Authorization for Tow Services (the "Agreement") by Ellison's Towing at the Property (as specified on Page 1 hereof). The Agreement shall expressly include all electronic or handwritten selections and notations inserted herein by Property Owner or Agent on the preceding pages. The Parties hereto further acknowledge and agree: • Property Owner/Agent grants Ellison's Towing the exclusive right to remove and store unauthorized, offending and/or violative vehicles from the parking facilities at the Property identified on Page 1 of this Agreement. • Ellison's Towing g agrees to maintain a 24-hour telephone service to receive tow-away instruction from Property Owner/Agent(s), and to exercise reasonable diligence in removing unauthorized or offending vehicles per the terms and conditions stated herein. Ellison's Towing is acting solely as an independent contractor in connection with all services provided to Property Owner and/or Agent(s). • Ellison's Towing agrees to maintain insurance coverage to include workers compensation, hook liability, general liability and employer's liability at levels required by state and/or federal law. • Property Owner and/ or Agent and Ellison's Towing each agree that they will adhere to the provisions of local, state, and federal laws in the removal and storage of unauthorized or offending vehicles from the Property. • Either party hereto may cancel this agreement upon 15 days written notice sent to the other party. • Ellison's Towing acknowledges and agrees that neither the Property Owner or Agent shall be liable for towing and storage charges unless otherwise agreed to in writing herein, or by subsequent writing signed by all parties hereto. • Ellison's Towing expressly agrees that it shall be solely responsible and liable for any damages to vehicles resulting or arising from Ellison's Towing 's actions or omissions in conducting tows from your Property. Resolution of any dispute in this regard shall be a matter entirely between Ellison's Towing and the vehicle owner(s). Ellison's Towing agrees to indemnify and hold the Property Owner/ Agent harmless related to any damage claims which are alleged to have arisen from Ellison's Towing actions or omissions during the impound process. • Ellison's Towing may settle any alleged claims asserted solely against it as it determines appropriate in its sole and absolute discretion. As to any claims made jointly against Ellison's Towing and Property Owner and/ or any Agent, Ellison's Towing agrees to work cooperatively with Property Owner and/or Agent to resolve same. • If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law. • This Agreement and the terms and provisions thereof shall be governed by the laws of the State of California, and any dispute arising under this Agreement or related to the performance of the parties hereunder shall be adjudicated in the State of California, County of Santa Clara. • This Agreement may not be altered, changed, or amended except in writing and signed by all Parties hereto. • This Agreement constitutes the entire agreement between the Parties with respect to the towing services to be provided by Ellison's Towing and supersedes all prior representations, understandings, and agreements, both oral and written, heretofore made between the Parties, and is solely for the benefit of the Parties hereto and is not intended to extend any rights or benefits to any third parties. • The Parties hereby acknowledge that each has carefully read all of the terms of this Agreement and has been presented the opportunity (at his or her own expense) to consult counsel and he or she either did so, or voluntarily declined that opportunity. • Each of the Parties to this Agreement represents and warrants to the other that it is duly authorized and empowered to execute, deliver, and perform this Agreement, and that such action does not conflict with or violate any provision of law, regulation, policy, contract, or other instrument to which it is a party or by which it is bound, and that this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms.

X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 12, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
650-873-5150
1790 Industrial Way / Redwood City CA 94063
650-593-5555
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Great America Towing
655 East Gish Road / San Jose CA 95112
408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Vargas Elementary (the "Property")

Property Address: 220 N. Whisman Road, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

IDENTIFICATION OF AUTHORIZED AGENTS FOR REMOVAL OF VEHICLE

By law, the Property Owner must identify the individuals or entities who will serve as Agents for your site. These Agents must be able to authorize the removal of a vehicle at the time of tow, by a signature. Updates or changes to this list should be promptly communicated to Ellison's Towing. **Please List All Authorized**:

NAME	TITLE	ADDRESS	TELEPHONE #	EMAIL
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Jeffrey Baier	Superintendent	1400 Montecito Ave	650-526-3500	jbaier@mvwsd.org
Rebecca Westover	CBO	1400 Montecito Ave	650-526-3500	rwestover@mvwsd.org
Melanie Agront	Dept Secretary	1400 Montecito Ave	650-526-3587	magront@mvwsd.org

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GENERAL AUTHORIZATION IMPOUNDS CVC§ 22658(l)(t)(E)(i)

On the Property are there, Fire Lanes: **Yes** or **No**? Fire hydrants: **Yes** or **No**?

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☐ Overnight Parking	☐ Non-Customer Parking	☐ Blocking Dumpster
☐ Other (Please Specify): _____		

PO/AGENT INTIALS: _____

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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 7, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

ELLISON'S TOWING & TRANSPORT
1957 Old Middlefield Way / Mountain View CA 94043
650-321-8080

ACTION TOWING & ROAD SERVICE
476 South Canal Street / South San Francisco CA 94080
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408-988-4774
5530 Boscell Common / Fremont CA 94538
510-651-6110

"6 Locations to Better Serve You!"

"Big or Small, We tow 'em all"

Service Agreement

Property Name: Mountain View Whisman School District - Theuerkauf Elementary (the "Property")

Property Address: 1625 San Luis Avenue, Mountain View, CA 94043

Owner Name/Management Company: MVWSD Property Type: ☑ Commercial ☐ Residential

Main Contact: Dalewyn Spinks Phone: 650-526-3570

Email: dspinks@mvwsd.org Password to Remove Vehicle: _____

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X_____

(Property Owner/Authorized Agent)

Print: Jeffrey Baier

Title: Superintendent

Date: August 12, 2025

X _____

(Ellison's Towing)

Print: _____

Title: _____

Date: _____

PO/AGENT INTIALS: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Follett - approved vendor

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☒ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☒ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	Aug 12, 2025	Date:	13 AUG, 2025
Print Name:	Cathy Baur	Print Name:	Jeffrey Baier
Print Title:	Associate Superintendent	Print Title:	Superintendent

Checklist not required for school sites

Follett

July 24, 2025

Cathy Baur
Assistant Superintendent of Educational Services
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043

Dear Cathy Baur,

Follett Software, LLC (Follett) is pleased to present the enclosed Agreement for remote and onsite library services.

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.
- Please include with your fax/email the name and mailing address of the person to whom Follett should return a copy of the fully executed document if needed.

Thank you for this opportunity. If you have any questions, please contact me.

Sincerely,

Alex Stanbach
Inside Sales Consultant - Technology
astanbach@follettsoftware.com

Purchase Order must include the following information:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: fssorders@follettsoftware.com

Agreement
Remote and Onsite Library Services
Quote # Q-61472
Customer # 0439391
July 24, 2025

This Follett Destiny® Solution Agreement, which includes the Follett Destiny Solution Terms and Conditions located at follettk12.link/apf and if applicable, the attached Statement of Work and schedules (collectively, "Agreement"), governs your purchase and licensing of Follett's Destiny Solution.

The prices and terms in this Agreement are confidential. They will be held open and valid until August 31, 2025.

All pricing is listed in United States dollars. Payment terms are Net 30 days from Invoice.

Estimated sales tax is not included in this Quote. However, you remain responsible for actual tax fees included in your Invoice, as required by law.

Summary of Software and Services: Initial Fees	Pricing
Price	**$60,234.00**
Managed Services	

- Custom Remote and Onsite Library Services (see below for details of project)

Remote and Onsite Services
Mountain View Whisman School District
Customer #0439391

Follett Software, LLC ("Follett") will provide the services indicated below. Note: Terms of work indicated below must be met in order for pricing to be valid. Failure to meet these terms may result in a change in work scope to match the pricing indicated.

These prices are valid for 90 days from the date on this document, after which they are subject to change by Follett.

Follett has a proven track-record in helping K-12 schools manage their educational resources efficiently and effectively. Our Follett Services team works exclusively with school districts and understands the unique needs of our K-12 customers. We meet with school and district personnel to create a successful project plan which considers the specific processes which are unique to each library.

Executive Summary

1. **Weeding and Replenishment Plan (for Graham MS & Crittenden MS Libraries)**

A Weeding and Replenishment Plan will be done for Crittenden and Graham middle school libraries.

The Weeding plan will identify a multi-year approach to weeding which will allow the outdated, irrelevant books to be removed in a priority order.

A prioritized weeding plan is necessary since libraries frequently require more weeding than can be accomplished in one year while retaining an adequate number of books on the shelves to support student and teacher use.

The Weeding list is a component of the Weeding Plan and will identify by barcode which books will be weeded during the onsite project. The Weeding list will be utilized by the onsite teams to pull the books from the shelves. Therefore, it is necessary the Weeding list is complete before the onsite project starts. Please allow 2 – 3 weeks for the completion of the Weeding lists.

The Replenishment Plan will recommend the areas which need to be addressed first, and provides purchasing guidelines for the next 3-5 years which will replenish the library collection and continue to improve its average age.

Just as an aged collection generally cannot be weeded within one year, seldom can the weeded books be replaced within a single year due to budgetary constraints.

2. Onsite Weeding and Inventory.

This proposed project has the school moving forward with having the Follett Team Lead Librarians only, come onsite and work with the District team members to complete the weeding and inventory project for the Graham and Crittenden Middle School Libraries.

The weeding will be done in accordance with the Weeding Plans developed with the School librarians.

Once the weeding is complete an inventory will be conducted to ensure the online library catalog will match exactly with the available books on the shelves.

Follett will be more than happy to provide minor library maintenance tasks if there is time. These tasks include: replacing damaged barcodes or spine labels, cataloging and shifting of books. Therefore, a printer should be available in the library to print spine labels.

1,000 barcode and spine labels along with protectors are included in this proposal for each library.

Allocation of Project Days for Each School		
School	Number of Books	Number of Concurrent Calendar Days Allocated
Crittenden MS	14,620	5
Graham MS	27,292	7

The school librarian should be available for decision support to the Follett teams during this Phase 2. Each Follett team will have at least one or more certified librarians.

3. **Summary**

Follett Onsite Library Services For Crittenden and Graham Middle School Libraries Part No: 78801A							
Scenario	Total Library Materials	Library Locations	Duration (In Consecutive business days)	Follett Remote Sr. Project Mgr.	Follett Onsite Team Leads	District Onsite Team Members	Cost
Onsite Library Weeding & Inventory: (To include remote development of Weeding and Replenishment Plans)	41,912	2	7	1	4	10	$59,604.00
Project Label Supplies: (2,000 Polythermal B&W Barcode Labels, 2,000 Spine Labels and Protectors)							$630.00
Total Project Cost:							$60,234.00

*Does not include shipping costs or taxes if applicable.

4. Follett has estimated sufficient time and resources for this project as indicated in the Services Detail above. The Follett project manager will be in constant communication with the school. If it is noted or anticipated the project may exceed the allotted time, the school and Follett will need to review the project scope to determine if additional project days are needed which would incur additional charges.

Engagement Does Not Include:

- Disposal of weeded materials.
- Boxes for weeded materials.
- Removal of existing barcodes.

5. Terms of Work

Terms of Work for above Services:

Customer Requirements

1. General Requirements
   - Schedule project on consecutive weekdays, allowing the shortest project duration (e.g. cannot start a five-day project on a Thursday; must start on Monday).
   - Provide access to schools/inventory areas to the barcoding teams 8.5 hours/per day, during normal business hours.
   - Provide documented district security policies and dress codes prior to on-site work.
   - Provide full work-day security (district or site staff presence).
   - Provide climate-controlled environment and access to functional restroom facilities.
   - Alert Follett to any planned school closings prior to the start of the work.
   - Any factors limiting access to the facilities/books/collection during the project may result in fewer materials processed than indicated in the agreement.

2. Set up
   - Provide book trucks or carts for worker use during the project. There should be at least one cart for every two workers.
   - Should the number of copies encountered while delivering these services exceed the stated amounts, a review of the collection size will occur. This information will be used to determine terms and pricing for processing the additional material, as necessary.
   - Should the number of Library materials exceed the number of available barcodes, the additional materials will not be processed.
   - If ordering barcodes, the order needs to be placed 4 weeks in advance to allow for processing time.

3. Technology Requirements
   - Provide one fully functional Chromebook/laptop for each team lead (4) and each team member (10) at the respective library location.
   - Chromebooks/laptops must have a mouse, at least one available USB port for the scanner, and be configured to access the internet to reach the Destiny Library Manager software.
   - Provide the Follett on-site project lead's administrative access to the database.
   - Ensure that a network technician or technical resource is available during project to troubleshoot potential technical issues.
   - Speed of the network, network down time, brownouts, and or slow network time periods will impact the ability of the Follett on-site project team to add titles and copies to the data base and may cause down time that may result in fewer materials being processed than indicated in the agreement.

By signing below, you represent that you have read the terms of this Agreement, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as set forth below.

Follett Software, LLC		Mountain View-Whisman School District	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Address:	1340 Ridgeview Drive	E-mail Address:	
	McHenry, IL 60050	Address:	
Date:		Date:	

Purchase Order must include the following information:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follettsoftware.com

Do you have a PO to attach for this purchase?

☐ Yes

☐ No, I will provide at a later date

☐ No, I will not be using a PO

Please provide a reference for Billing Purposes (such as the Billing Contact's Name):

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.
- An authorized representative of your District needs to **sign above**. Please make sure you return **ALL PAGES** of the signed document to your sales consultant.

Additional Terms and Conditions

1. Nature of the Transaction. Follett Software, LLC ("Follett") agrees to provide to the School District first named in this Agreement ("School"), and Customer agrees to procure from Follett, the services listed in this Agreement (collectively referred to as the "Services").

2. Payment. School will make payments for the quoted price of the Services according to the above Quote # Q-61472.

3. Term. This Agreement will continue until the first anniversary of the effective date. Either party may terminate this Agreement without cause upon providing at least sixty (60) days written notice to the other party, or, in the event of a breach of a material term by the other party, by providing thirty (30) days written notice and an opportunity to cure such breach.

4. Limited Warranties. Follett warrants, for the benefit of School only, that it shall provide the Services and meet its obligations under this Agreement in a timely and workmanlike manner in accordance with industry standards and in compliance with all applicable state, federal, municipal or local educational institution codes.

5. Disclaimer of warranty. The limited warranties set forth herein are exclusive and in lieu of all other warranties and conditions, express or implied (including, but not limited to, warranties of merchantability and fitness for a particular purpose, statutory or otherwise).

6. Indemnification. Each party (the "indemnifying party") will, at its own expense, defend, indemnify and hold harmless the other party ("indemnified party") and its affiliates, and their respective directors, officers, employees, agents or attorneys, for any third party claim arising out of any: (i) damage, destruction or loss of any property; or (ii) injury to or death of any person; which results from or arises out of the negligent or willful acts or omissions of such party, its officers, agents and employees, in the performance of this Agreement.

7. Limitation of liability. In no event will either party be liable for any special, indirect, incidental, or consequential damages, including but not limited to loss of revenues or profits, arising out of or in connection with this agreement or the performance of the services provided hereunder, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not the party has been advised of the possibility of such loss or damage. In no event will either party's aggregate liability for any claim relating to the performance of this agreement exceed the total amount of fees paid during the twelve (12) months immediately preceding the date the claim arose. These limitations of liability do not apply to liability relating to a breach of either party's indemnification obligations hereunder.

8. Assignment. This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

10. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of California. In the event that a dispute arises in regards to said Agreement, the parties stipulate and agree that the matter will be heard in a State or Federal Court located in the County of Santa Clara, State of California. The parties further agree to waive any claim they may assert regarding the lack of personal jurisdiction.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Foster Bros. Security Systems Inc (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Repair and provide keys, locks, door hardware, door closers, panic hardware, and access control components, as well as 24/7 emergency response for issues such as lockouts, broken hardware, or compromised security.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ See Attachment A Total not to exceed $ 9,500

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Foster Bros. Security Systems Inc
1400 Montecito Ave.	**Street**	555 South Murphy Avenue
Mountain View, CA 94043	**City, Sate, Zip**	Sunnyvale, CA 94086
Attn: Chief Business Officer	**Attn:**	

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [ ]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [ ]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [ ]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [ ]

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

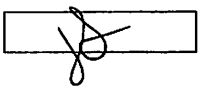
28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-2272240

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8200-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Foster Brothers Security Systems
Dated: May 15th, 2025	Dated: 06/24/2025, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Jeff Sanchez
Print Title: Director, MOT	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 11, 2025	Dated: 15 July, 2025
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 10:31:16 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Attachment A

FOSTER BROS. SECURITY SYSTEMS, INC.
2025 PRICE LIST/KEYS DUPLICATED

Auto key..... $ 7.00

Regular key inside..... $ 4.25

Regular key inside stamped..... $ 4.75

Regular Keys in truck .....$ 4.75

Regular key double sided.....$ 6.00

Foreign key double side..... $ 7.00

Auto High Security Non Chip..... $30.00

Auto Remote Key Shell High Security.....$50.00

Auto Remote Key Shell Regular.....$40.00

Ace tubular key..... $10.00

Falcon key..... $ 10.50

Falcon Blanks ..... $ 3.55

I.C. Falcon Key..... $ 10.50

I.C. Falcon Blank Key..... $ 3.75

Standard Blanks..... $ 2.25

Control Key Cut..... $ 10.00

Flat Steel (Mailbox)..... $ 9.00

Medeco (M3,ORIG.,BIAX).....$31.00

Master Warded..... $ 9.00

Keymark, X4..... $28.00

Primus key..... $26.00

Schlage Original Everest (Open nonrestricted sections)..... $ 16.00

Safe key/Flat Steel or Brass..... $15.00

Schlage "WD"..... $6.00

Schlage No. Sections..... $16.00
Major, A1, A3 (Restricted)..... $ 9.00

Sargent Original.....$ 6.50

Sargent Blanks..... $ 3.85

Schlage Original .....$ 16.00
Schlage No. Sections Blanks..... $ 16.00
Schlage Blanks ..... $ 9.00

Schlage Control $17.90

Baldwin (Original key)..... $ 6.50

Groovy color keys (Schlage/Kwikset)..... SM. $6.00 LG.$8.00

G.M.-V.A.T.S. key single sided..... $30.00

G.M.-V.A.T.S. key double sided $35.00

RW4 Transponder Keys $85.00
(Includes Key Cutting & Programming)

RW4 Transponder Keys High Security..... $95.00
(Includes Key Cutting & Programming)

Honda/Acura $25.00 (PT5 HD106)

All Car Remote ..... $ 90.00 + Key Cost
(Includes Programming)

Combo by code (master padlock)..... $ 2.00

Special stamping fee.....Based on Hourly Labor Rate.

FOSTER BROS. SECURITY SYSTEMS INC.
2025 PRICE LIST

Mechanical Hardware Labor Rate	$148.00 per hour
	$74.00 per half hour
	$37.00 per qtr. hour
	$111.00 per ¾ hour
Electronic Hardware/Software Labor Rate	$150.00 per hour
	$75.00 per half hour
	$37.50 per qtr. hour
	$112.50 per ¾ hour
Auto code cut - Single and Double side	$30.00+Key
High Security Auto code cut	$40.00+Key
Auto code by VIN	$85.00+Code Cut+Key
Code cut in Shop including 1 Key (Includes Stamping Code)	$12.00
Code cut in Truck including 1 Key	$15.00
C/C for SCH, KWK, etc	$16.00 plus $.50 parts
M/Keyed for SCH, KWK, etc	$17.00 plus $.50 parts
C/C for Medeco	$19.00 Plus $9.00 parts
C/C for Primus	$19.00 plus $6.50 parts
C/C for Small Format I.C. (Keymark, Best, Falcon)	$19.00 plus $2 parts
Safe combination change	$111.00
Hand combination change	$148.00/Hour
Service Call in SV, North SJ, Cupertino, SC, Los Altos, Mt. View, PA..	$111.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Foster Bros. Security Systems Inc

REQUIRED CHECKBOX for Service Contracts

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 13, 2025	Date:	6-16, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Western
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on Aug 5, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Golden Ice Cream, (650) 464-3433 ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

$375 for 125 servings of ice cream for staff event

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 375.00

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: Aug 13, 2025 Services End Date: Aug 13, 2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☐ Signed Agreement
☐ Insurance Certificates & Endorsements
☐ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Golden Ice Cream
1400 Montecito Ave.	**Street**	
Mountain View, CA 94043	**City, Sate, Zip**	
Attn: Chief Business Officer	**Attn:**	Jim Alkhatib

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: See email attachment

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Shelly Hausman SH

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** None required

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: SH

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: [ ] See email attachment

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: See email attachment

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain (**"Infectious Disease"**). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment (**"PPE"**) to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☑ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: [redacted]

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Jim Alkhatib
Dated: Aug 8, 25	Dated: 8-6-~~2025~~, 2025
Signature: [signature]	Signature: [signature]
Print Name:	Print Name: Khairaldin Alkhatib
Print Title: Shelly Hausman, PIO	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: 11 Aug, 20 25
Signature: _____	Signature: [signature]
Print Name: _____	Print Name: JEFFREY BAIER
Print Title: _____	Print Title: SUPT.

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Khairaldin Alkhatib (Jim)

2 Business name/disregarded entity name, if different from above
Golden Ice Cream

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
[redacted]

Requester's name and address (optional)

6 City, state, and ZIP code
[redacted]

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/20/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Mountain View Whisman School District

Shelly Hausman <shausman@mvwsd.org>

contractor Name: Jim Alkhatib

Jim Alkhatib <goldenicecream@yahoo.com> Tue, Aug 12, 2025 at 12:22 AM
To: Shelly Hausman <shausman@mvwsd.org>

Hi Shelly

I have read and understand all sections of the attached agreement and I agree to the terms and conditions.

Jim Alkhatib

www.goldnicecream.com
Jim Alkhatib
650-464-3433

On Aug 11, 2025, at 4:23 PM, Shelly Hausman <shausman@mvwsd.org> wrote:

[Quoted text hidden]

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

August 13, 2025

Dear Board of Trustees,

If the Board decides not to approve this contract, I, Jeffrey Baier, will personally assume full financial responsibility for this contract. These refreshments were provided to all MVWSD employees during the All Hands Meeting on August 13, 2025.

Sincerely,
Jeffrey Baier

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Golden Ice Cream

REQUIRED CHECKBOX for Service Contracts

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ Contract for Professional Services / Special Services

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ Contract for Services (*NOT* Special Services)

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ Contract for Waste Services {MOT or CBO}

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Transportation Services (Bus, Cars, etc.)

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Equipment, Materials and Supplies

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ Contract for Educational Materials

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 13, 20 25	Date:	August 13, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and GreeneSport Association (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

GreeneSport Association will provide sport officials for after-school sports for Crittenden for the 2025-26 school year.

Sporting events will include basketball, soccer, softball and volleyball.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: See attached Rate Sheet. Not to exceed $140 per game. Estimated total $10,000

3. Contract Dates "Agreement Time"

Services Start Date: September 2, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ YES ☑ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	GreeneSport Association
1400 Montecito Ave.	**Street**	3199 Simberlan Dr
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95148
Attn: Chief Business Officer	**Attn:**	John W Greene

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: jwg

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☒ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Julie Thompson jwg

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** jwg

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☒ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: jwg

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: jwg

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: jwg

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 57-1197569

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-9512-0-5830-00-1110-4200-000000-011-0237

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

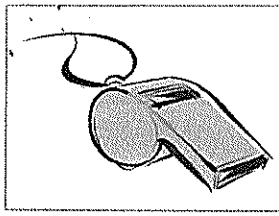
Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Greene Sport Association
Dated: 6/16, 20 25	Dated: June 12, 20 25
Signature: [signature]	Signature: [signature]
Print Name: Julie Thompson	Print Name: John W Greene
Print Title: Principal	Print Title: Owner / CEO

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification



GreeneSport Association
John W Greene
3199 Simberlan Drive
San Jose, CA 95148

Phone: (408) 238-1363
Fax: (408) 238-3322
Cell: (408) 309-5046
Email: greenesport@sbcglobal.net

GREENESPORT ASSOCIATION
CONTRACT OF SERVICES – 2025-2026 SCHOOL YEAR

GreeneSport Association, hereafter referred to as GSA, will provide sports officials for Crittenden Middle School as part of the Mountain View-Whisman School District middle school after-school sports program.

Sporting events include basketball, soccer, softball and volleyball.

GSA will provide officials as listed below. Rates listed will be in effect for the 2025-2026 school year.

COST OF SERVICES
The cost of services associated with each sport is as follows:

SPORT	SINGLE GAME	DOUBLE HEADER
BASKETBALL (2 officials per game)	$140.00	$140.00 per game
SOCCER (2 officials per game)	$140.00	$140.00 per game
SOFTBALL (1 umpire per game)	$90.00	
VOLLEYBALL (1 official per match)	$85.00 (2 of 3)	$85.00 per match (2, 2 of 3)
VOLLEYBALL (1 official per match)	$100.00 (3 of 5)	

Full game fees will apply for any forfeited games and same day cancellations. Same day cancellations due to inclement weather must be called in to GSA no later than 12 noon to avoid game fees.

GSA will invoice the individual schools at the end of each sport season. Invoices will be emailed to the Athletic Director and accountspayable@mvwsd.org. Payments are due 30 days from date of invoice.

GSA will pay the officials directly and handle required Federal and State tax forms.

John W Greene
GreeneSport Association
June 11, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
American Specialty Insurance & Risk Services, Inc.
dba A.S.I.R.S.I. Insurance Agency (CA License #0E72661)
7609 W. Jefferson Blvd., Suite 100
Fort Wayne IN 46804

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Association of Sports Officials (NASO)
2017 Lathrop Avenue
Racine WI 53405

COVERAGES **CERTIFICATE NUMBER:** 1002381716 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: OTHER	Y		SBCGL0279708	08/01/2025	08/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage applies to GREENESPORT ASSOCIATION, 3199 SIMBERLAN DR., SAN JOSE, CA 95148.

- The certificateholder shall be an additional insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 - Additional Insured - Designated Person or Organization, effective August 07, 2025.

CERTIFICATE HOLDER
Crittenden Middle School
1701 Rock St
Mountain View CA 94043

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any Certificate Holder identified as an additional insured on a Certificate of Insurance issued by American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency, American Specialty Insurance & Risk Services Agency, and A S Insurance & Risk Services Agency
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Greenesport Association ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Greenesport Association will provide Sports Officials for after school sports at Graham Middle School during the 2025-26 school year.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: See attached rate sheet. Not to exceed $140 per game. Total cost not to exceed $12,000 for the 2025-26 school year.

3. Contract Dates "Agreement Time"

Services Start Date: August 25, 2025 Services End Date: June 05, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	GreeneSport Association
1400 Montecito Ave.	**Street**	3199 Simberlan Dr
Mountain View, CA 94043	**City, State, Zip**	San Jose, CA 95148
Attn: Chief Business Officer	**Attn:**	John W. Greene

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: JWG

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☑ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Sebastian Benavidez, III SB

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** JWG

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☑ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: SB

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JWG

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JWG

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 57-1197569

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-9512-0-5830-00-1110-4200-000000-014-0237

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Greenesport Association
Dated: 6/12, 2025	Dated: June 12, 2025
Signature:	Signature: John W. Greene
Print Name: Sebastian Benavidez, III	Print Name: John W. Greene
Print Title: Principal, Graham Middle School	Print Title: Owner/CEO

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

GreeneSport Association
John W Greene
3199 Simberlan Drive
San Jose, CA 95148

Phone: (408) 238-1363
Fax: (408) 238-3322
Cell: (408) 309-5046
Email: greenesport@sbcglobal.net

GREENESPORT ASSOCIATION
CONTRACT OF SERVICES - 2025-2026 SCHOOL YEAR

GreeneSport Association, hereafter referred to as GSA, will provide sports officials for Graham Middle School as part of the Mountain View-Whisman School District middle school after-school sports program.

Sporting events include basketball, soccer, softball and volleyball.

GSA will provide officials as listed below. Rates listed will be in effect for the 2025-2026 school year.

COST OF SERVICES
The cost of services associated with each sport is as follows:

SPORT	SINGLE GAME	DOUBLE HEADER
BASKETBALL (2 officials per game)	$140.00	$140.00 per game
SOCCER (2 officials per game)	$140.00	$140.00 per game
SOFTBALL (1 umpire per game)	$90.00	
VOLLEYBALL (1 official per match)	$85.00 (2 of 3)	$85.00 per match (2, 2 of 3)
VOLLEYBALL (1 official per match)	$100.00 (3 of 5)	

Full game fees will apply for any forfeited games and same day cancellations. Same day cancellations due to inclement weather must be called in to GSA no later than 12 noon to avoid game fees.

GSA will invoice the individual schools at the end of each sport season. Invoices will be emailed to the Athletic Director and accountspayable@mvwsd.org. Payments are due 30 days from date of invoice.

GSA will pay the officials directly and handle required Federal and State tax forms.

John W. Greene

John W Greene
GreeneSport Association
June 11, 2025

MVWSD is seeking to renew its contract with Hanover Research for the 2025-26 school year. The contract is for one project queue which includes the completion of 4 to 6 projects depending on size and depth. The District has identified the following projects for completion in the 2025-26 school year:

Technology Review - Staff with support from Hanover will review technology usage in the District including devices, applications (District and site), usage rates, challenges, successes etc. and review of research on best practices for technology in schools and include recommendations for next steps.

LCAP Survey - Hanover will again support the District's annual LCAP/Climate Survey and provide detailed analysis and longitudinal data.

Chronic Absenteeism - Hanover will review and analyze absentee data from each of our schools to identify the most common reasons for students absences. We seek to have this data disaggregated by student groups for each school. We are also looking for a detailed analysis of the findings and recommended interventions to address the reasons that cause students to be absent.

District Compensation Study - Hanover Research (Hanover) will provide Mountain View Whisman School District (MVWSD) with salary and benefits data from peer school districts to assist the district in compensation negotiations with its employees. Hanover will also provide a benchmarking study of salary and benefit compensation for peer districts. This research will provide district leaders with the necessary information to begin discussions with school members.

Feasibility of bringing contracted programs in house - Currently the District contracts a variety of providers for specialized programs like art and music instruction and physical education in grades TK-5 If the District were to consider hiring dedicated teachers what are the benefits and trade offs? What is the fiscal impact, impact to site instructional schedules, flexibility with personnel etc.

Hanover Research

Services Agreement

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Order Form Information			
Date	July 10, 2025	**Valid Until**	August 31, 2025
Quotation #	Q-11560	**Prepared By**	Jesse Hokanson

Bill-to Information		Contact Information	
Customer Name	Mountain View Whisman School District	**Contact Name and Email**	Cathy Baur cbaur@mvwsd.org
Billing Contact Name and Email	Cathy Baur cbaur@mvwsd.org	**Address**	1400 Montecito Avenue, Mountain View, CA 94043 United States of America 94043

Quantity	Description	Start Date	End Date	Amount
1.00	Custom Research Queue with HR Digital	October 26, 2025	October 25, 2026	$47,000.00
	If you have any questions concerning this quotation, please contact: **Jesse Hokanson jhokanson@hanoverresearch.com (202) 240-1954**			**$47,000.00**
	Thank you for your business!			

Invoicing Schedule	
Payment Due Date	**Amount**
November 24, 2025	$47,000.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **August 31, 2025** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above (''Additional Services''). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed $10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC ("Hanover Research") and **Mountain View Whisman School District** hereby incorporates by reference the following terms and conditions ("Client Services Terms – K12") that are available for review by Client online at: (http://www.hanoverresearch.com/client-services-terms-conditions-K12/) (collectively with any applicable Order Forms, the "Agreement"). Client's signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: https://hanoverresearch.secure.force.com/customerportal/.

[☒] Client will receive Deliverables through Hanover Digital.

Client Name	Mountain View Whisman School District	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	
Date Signed		Date Signed	

Client Services Terms — K–12 Education

The Hanover Research Council LLC ("Hanover Research") is pleased to provide its client ("Client") who has executed a Client Services Order Form ("Order Form") the Research Services (as defined below) in accordance with the following terms and conditions ("Client Services Terms"). The following Client Services Terms shall be incorporated by reference into the Order Form in their entirety and deemed accepted and agreed to by Client upon signature of the Order Form (together with these Client Services Terms, the "Agreement"). To the extent that any provision of the terms and conditions are either legally prohibited by applicable law or held to be invalid or unenforceable, those specific provisions shall not apply to Client, but all other provisions will remain in full force and effect.

1. Effective Dates

These Client Services Terms shall be effective from the Start Date to the final End Date as set forth in the Order Form (the "Term").

2. Term

During the Term set forth in the Order Form, Client will be able to access the Research Services provided by Hanover Research and as defined below (the "Research Services") in accordance with the terms and conditions set forth herein. Client will have the authority to request Research Services on any topic throughout the Term within the confines of the number of sequential queue(s) specified in the Order Form, i.e., Hanover Research will work on one (1) Research Services project at a time in each queue. Either party may terminate the Agreement should the other party materially breach the terms and conditions of the Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing. Except as may otherwise be set forth in the Order Form or these Client Services Terms, Client understands and agrees that the Agreement may not be terminated during the Term.

3. Research Services

Research Services are available to Client on a subscription basis. Hanover Research will perform up to one (1) Research Services project at a time within each sequential queue, as specified in the Order Form. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided to Hanover Research by Client and any other information which may be relevant to the proposed project. The parties will negotiate in

good faith to agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover Research anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover Research shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover Research will not be responsible for any delay in timelines due to (i) Client's modification of a project's goals, scope or proposed Deliverables, (ii) Client's delay in providing relevant information, materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services under the queue shall mean the following quantitative research services: custom research reports; survey design, administration and analysis; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or dashboard formats.

Client also has access to consultations with a Hanover Research account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover Research account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

If agreed in the Order Form, Research Services may also include:

Research Library. The Research Services may include Client's access to Hanover Research's education research library (the "Research Library") on Hanover Research's client portal (the "Client Portal" or "Hanover Digital"). The Research Library uses Hanover Research's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. Client understands and agrees that any reports provided by Hanover Research to Client under the Agreement may be used by Hanover Research for distribution through the Research Library, so long as Hanover Research appropriately deidentifies and/or anonymizes any Confidential Information of Client. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Focus Groups. If Client has selected Focus Groups in the Order Form, Focus Groups explore the shared experiences, attitudes, or processes of a homogenous group. Unless

otherwise stated in the Order Form or as may be mutually agreed in writing by the parties, all Focus Group projects will be administered on site for 1-2 days and will consist of up to 3 groups per day with up to 15 participants per group engaged for 60-90 minutes. Focus Groups shall address a single topic or issue across each group. Focus Groups shall include the travel, recruitment, transcription, coding, analysis, and final Deliverables. Client will be responsible for any incentives and these costs will be detailed in advance as Additional Services and must be agreed upon in writing. Additional fees may apply if there are additional days, groups, translations, or topics involved.

Advisory or Strategy Services. If Client has selected Advisory or Strategy Services in the Order Form, access may include the following: onsite or virtual capacity-building support in the form of consultations, workshops, presentations, and planning sessions with district-level leadership for up to 30 participants. Client may receive up to 15 hours of advisory support across each annual Term. Planning sessions will include outlining current information available and reviewing the goals of any workshop and presentation, the audience involved, and additional context that may influence the development and delivery of the session. The substance and timing of consultations or workshops will be agreed on by both parties in advance. Client may also receive 1 onsite visit or workshop based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

Strategic Planning Services. If Client has selected Strategic Planning Services in the Order Form, access may include the following: Client may receive up to 30 hours of advisory support across each annual Term. Focus Group projects will be administered on site for 1 day and up to 3 groups of participants will be provided. Client may receive up to 2 additional onsite visits for workshops or consultations across each annual Term. Additional fees may apply for additional hours of support.

Instructional Audit Services. If Client has selected Instructional Audit Services in the Order Form, access may include the following: Client may receive up to three (3) days onsite for Classroom Observations or Consultations based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

4. Intellectual Property Rights

Hanover Research acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services performed for Client under the Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Research

Deliverables may consist of publications, surveys, data, reports, and other Hanover Research information and services that are custom commissioned by and for Client. In order for Hanover Research to provide to Client additional insight into Client's industry and to provide certain syndicated materials ("Syndicated Materials"), Hanover Research retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information contained within the Deliverables created or developed by Hanover Research in the service of the Agreement and Hanover Research shall own any derivative works therefrom, so long as Hanover Research does not repurpose or use any Confidential Information of Client without appropriate anonymization or deidentification. Client acknowledges and agrees that Hanover Research owns all intellectual property rights in the methodologies, dashboards, processes or trade secrets used by Hanover Research to create the Deliverables and Research Services ("Hanover Research IP"). Hanover Research grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Client may not modify, update, reverse engineer or use the Hanover Research IP in any other way to provide services that would be in competition with the Research Services. For dashboards, the Deliverables to Client shall consist of the static final report created from such dashboard, and the methodologies or coding used to create such dashboard shall constitute Hanover IP that Client may not reuse without Hanover Research's prior written consent. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Client acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Client shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Hanover Research or its third party provider may transfer or sublicense to Client usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Hanover Research or such third party provider to Client, and Client agrees to comply with any such restrictions of which it has been notified. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Hanover Research. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover Research includes any Syndicated Materials provided by Hanover Research (including any Syndicated Materials from Hanover Digital), Client acknowledges that Hanover Research owns all right, title, and interest in any such Syndicated Materials, and agrees that it will not reproduce, publish or distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover Research's prior written consent.

5. Service Fees, Invoicing, & Additional Services

The fee(s) payable by Client for the Term is set forth in the Order Form (the "Service Fee"). Client agrees to pay Hanover Research the Service Fee net 30 days from receipt of an accurate invoice, except as may otherwise be stated in the Order Form. The Service Fee will be invoiced upon execution of the Order Form or as may otherwise be set forth in accordance with the invoicing schedule set forth in the Order Form. Failure to pay promptly may result in project postponement. Client will be responsible for all costs and expenses incurred by Hanover Research in collecting any fees or other sums owed by Client, including any reasonable attorney's fees.

The Order Form and these Client Services Terms serve as Client's sole ordering documentation, except as may otherwise be set forth in the Order Form. If Client requires a Purchase Order ("PO") to this Agreement, Client shall enter the PO number into the Order Form. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO or any other document provided by Client shall be inapplicable and of no force or effect.

In furtherance of the Research Services, Client may purchase access to an onsite visit by Hanover Research ("Onsite") at the additional cost as set forth in the Order Form, included in the invoice and payable in addition to the Service Fee. An Onsite will consist of one to two (1-2) Hanover Research representatives spending up to one (1) business day at Client's site, and must be scheduled with Hanover Research at least thirty (30) days in advance.

Client understands and agrees that there may from time to time be incidental fees not included in the Service Fee set forth above for additional services ("Additional Services"). Such Additional Services may include panel fees, survey incentives, purchased database access, translation fees, infographic development fees, mass mailings expenses, etc. In the event such Additional Services are required to complete a project for Client, Hanover Research will discuss the details with Client and obtain written approval from Client prior to engaging in those Additional Services. Once such Additional Services have been

engaged by Hanover Research, Client agrees to pay for all such Additional Services to either Hanover Research or directly to such third party vendor if requested. If Additional Services are estimated to exceed $10,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such approved estimated fees for the Additional Services prior to the project kick-off. Email consent shall suffice and no additional Order Form shall be required for the engagement of Additional Services.

All Service Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Hanover Research's income.

6. Warranties; Liabilities

Hanover Research hereby represents, warrants and covenants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover Research agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover Research, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover Research and its licensees. Client must provide prompt notice of such claim to Hanover Research. Client hereby represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable laws (including privacy laws) to enable Hanover Research to conduct the Research Services on its behalf, including any collection, use, disclosure and storage in the United States of personal information in connection therewith, and shall ensure that any consent form used in connection with the Research Services complies with Client's obligations under such laws. Client hereby understands and agrees that personal information will be stored on servers maintained by Hanover Research or its authorized service providers in the United States, and Client shall ensure that it has all necessary authority and consent as required under applicable laws to transfer such personal information to Hanover Research. Client agrees to indemnify and hold Hanover Research harmless against any and all claims arising from or in any way attributable to Client's breach of its representations, warranties and covenants hereunder and all claims that any

data or materials provided by Client were not collected in accordance with applicable anti-spam or privacy regulations, or infringe the intellectual property or privacy rights of a third party, provided that Hanover Research provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In particular, Hanover RESEARCH does not warrant the accuracy or completeness of the data provided as part of the DELIVERABLES OR THE RESEARCH Services. Client's sole and exclusive remedy for any material breach of PERFORMANCE uNDER this Agreement shall be, at Hanover RESEARCH's option either: (1) re-performance of the defective DELIVERABLES or (2) a refund of monies paid for the defective DELIVERABLES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ANY OF ITS AFFILIATES, SUBSIDIARIES OR ANY OTHER THIRD PARTY FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THAT PARTY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT WHETHER UNDER CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR (II) DAMAGES UNDER THIS AGREEMENT IN EXCESS OF THE CURRENT YEAR'S SERVICE FEES PAYABLE TO HANOVER RESEARCH HEREUNDER.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of the Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under the Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information. Client agrees that Hanover Research may collect aggregated statistical data regarding Client's use of the Research Services and provide such aggregated statistical data to third parties.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Personal Information and Privacy

This section applies to the transfer and use of personal information. This section 8 does not apply to the collection, use, retention, sale, or disclosure of personal information that is deidentified, anonymized or aggregate personal information.

(A) Student Data Privacy. To the extent that Client provides personal information of students or student educational records ("Student Data") to Hanover Research, this Section 8(A) shall apply. Client acknowledges that any personal information supplied to Hanover Research is accurate to the fullest extent possible and that Hanover Research relies upon the accuracy of the information supplied by Client. Client warrants that the collection, processing, use, sharing, and storage of any information provided to Hanover Research or collected or provided by Hanover Research regarding children under 18 years old complies with all applicable international, federal, and state laws regarding minor and student privacy, including but not limited to any restrictions on the use of personal information for all purposes set forth in this Agreement.

Hanover Research operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Subject to the options selected by Client, students under the age of 13 may be asked to submit personal information. Any such information is used only for Client's school purposes, and Hanover Research relies upon Client to obtain verifiable parental consent when required by law.

FERPA. If Hanover Research has access to Personally Identifiable Information ("PII") as it is defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Client and Hanover agree to comply with all requirements imposed by FERPA or pursuant to regulations of the Department of Education. Hanover Research recognizes and agrees that such access to PII will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return

of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover Research.

Any collection, disclosure, or use of information collected from students is for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or their educational institutions. In the event Client is subject to the provisions of FERPA, Client appoints Hanover Research as a "school official" with a "legitimate educational interest" as these terms are used in FERPA and are interpreted by the Family Policy Compliance Office. Through the services described in this Agreement, Hanover Research is performing an institutional service or function for which Client would otherwise use its employees. Hanover Research acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that any PII obtained from Client will remain under the direct control of Client and will not be disclosed to third parties, except as expressly provided for in FERPA.

Hanover Research uses all data at the direction of Client, and since FERPA requires that Hanover Research remain under the direct control of Client with respect to our use and maintenance of PII, if a parent or student contacts Hanover Research directly to review any of the student PII held by the Hanover Research pursuant to the Agreement, Hanover Research will promptly notify Client and refer the parent or student to the Client to facilitate their request. Hanover Research relies upon Client's compliance with all Protection of Pupil Rights Amendment ("PPRA") notice and inspection requirements and agrees to immediately notify Hanover Research of any parental or student requests to opt out or review relevant materials.

(B) Other Personal Information. To the extent that Client provides other types of personal information to Hanover Research that is not Student Data and is provided to Hanover Research for the purposes of providing Research Services to Client under this Agreement, this Section 8(B) shall apply. Such personally identifiable information may be subject to certain U.S. data protection and privacy laws such as the California Consumer Privacy Act ("CCPA"), Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Data Privacy Act, as may be amended from time to time, and any accompanying regulations under the statutes (collectively, "Applicable Privacy Laws."). For the avoidance of doubt, any terms used in this section are as defined by the Applicable Privacy Laws. This section does not apply to the collection, use, retention, sale or disclosure of information that is deidentified, anonymized, or aggregated and not subject to Applicable Privacy Laws.

The parties agree that for the purposes of any services provided under this Agreement that involve the collection, processing, storage, or disclosure of personal information that is

subject to Applicable Privacy Laws other than FERPA, Hanover Research is a "service provider", as defined by the CCPA and accompanying regulations, and that Hanover Research is a "processor" for the purposes of other state data protection and privacy laws such as the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Utah Consumer Privacy Act, and Connecticut Data Privacy Act.

Hanover Research agrees that it is prohibited from retaining, using, or disclosing personal information that it receives from Client for any purpose other than for the purpose of performing the services specified in this Agreement, any order form, or any Statement of Work, or as otherwise permitted by Applicable Privacy Laws.

Hanover Research understands that it is prohibited from selling or sharing personally identifiable information that it receives from, or on behalf of, Client. Hanover Research further understands that it is prohibited from retaining, using, or disclosing the personally identifiable information outside of the direct business relationship between Hanover Research and Client. Hanover Research will delete or return all personally identifiable information to the Client as requested at the end of the provision of services, unless retention of the personally identifiable information is required by law.

Hanover Research further agrees that it is prohibited from combining the personally identifiable information that Hanover Research receives from, or on behalf of, Client with personally identifiable information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, subject to any exceptions provided under the Applicable Privacy Laws. This prohibition does not restrict Hanover Research's ability to collect information from consumers to provide Research Services to Client, or for any other business purposes.

Hanover Research grants Client rights to take reasonable and appropriate steps to help ensure that Hanover Research uses the personally identifiable information transferred in a manner consistent with Client's obligations under the Applicable Privacy Laws, and to stop and remediate unauthorized use of personally identifiable information. Hanover Research will reasonably make available to the Client all information in its possession necessary to demonstrate Hanover Research's compliance with the obligations under Applicable Privacy Laws.

Hanover Research agrees that it will notify Client if it determines that it can no longer meet its obligations under the Applicable Privacy Laws. Hanover Research agrees that if it engages any other person or company to assist it in processing personally identifiable information for a business purpose on behalf of Client, it will notify Client of that

engagement, and that engagement shall be subject to a written agreement that requires the person or company to comply with all requirements set forth in this section.

Hanover Research exercises care in providing secure storage of personal information. Hanover Research implements, maintains, and updates, as appropriate, its security policies, procedures and practices in order to protect such information from unauthorized access, use, modification, or disclosure. More information about Hanover Research's privacy policy and information security program can be found here: https://www.hanoverresearch.com/privacy-policy/.

9. Records and Audit

Hanover Research will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services and will provide copies of such relevant records to Client upon reasonable prior request for an audit during normal business hours, in accordance with applicable law. Such audits shall be conducted no more frequently than annually.

10. Affiliates

Client understands and agrees that the Research Services are unique to Client and may not be shared with any affiliate of Client or other related party without a separately executed Order Form incorporating the terms and conditions of this Agreement between Hanover Research and any such affiliate.

11. Independent Contractor

The parties hereto are independent contractors and neither party is nor shall be deemed to be an employee, principal, agent, partner or joint venturer of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Force Majeure

Neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by events outside its reasonable control, including, without limitation, acts of God, war, acts of terrorism or natural disasters. The delayed party shall (a) notify the other party immediately and in detail of the commencement and nature of such event and the probable consequences thereof and (b) use commercially reasonable efforts to recommence performance as soon as reasonably possible.

13. Governing Law

Unless otherwise stated in the Order Form, the Agreement, including these Client Services Terms shall be governed by the laws of the District of Columbia, as to its validity, interpretation and enforcement, and exclusive jurisdiction for any disputes under this Agreement will lie in the courts of the District of Columbia.

14. Confirmation

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Order Form, including these Client Services Terms.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover Research or Client's assets as a successor to the business.

YOUR SIGNATURE OF THE ORDER FORM SIGNIFIES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT AND YOUR AGREEMENT THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE CLIENT SERVICES TERMS AND ANY ORDER FORMS INCORPORATED BY REFERENCE.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Hanover Research

REQUIRED CHECKBOX for Service Contracts

☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed

☒ If MVWSD PSA is NOT used, explanation with corresponding documents is attached.

Hanover has their own contract.

☒ **Contract for Professional Services / Special Services**

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 13, 20 25	Date:	August 13, 20 25
Print Name:	Cathy Bauer	Print Name:	Jeffrey Baier
Print Title:	Chief Education Officer	Print Title:	Superintendent

Checklist not required for school sites

Invoice No.	**ETRMN0004570**
Date	**05/01/2025**
Due Date	**07/01/2025**
Customer No.	**MOU908**
Page	**1 of 1**

HARRIS School Solutions

Bill To

Mountain View Whisman School District
Attn:Debbie Austin GM
1400 Montecito Ave
Mountain View, CA, 94043
United States

Ship To

Mountain View Whisman School District
Attn: Sophia Zalot
1701 Rock Street
Mountain View, CA 94043
USA

Contract/Project #	PO #	Payment Terms	Currency
		Start of the Support Period	USD $

Item Number	Description	Quantity	Unit Price	Amount
PLSS001	eTrition 7 Central - SaaS: 7/1/2025 to 6/30/2026	1.00	0.00	0.00
PLSS101	eTrition 7 POS Serving Line (Per add'l serving line): 7/1/2025 to 6/30/2026	8.00	1,288.66	10,309.28
PLSS102	eTrition 7 POS Site License (Non-Serving Location): 7/1/2025 to 6/30/2026	1.00	443.20	443.20
PLSS100	eTrition 7 POS Site License w/1 Serv Line (Per Site): 7/1/2025 to 6/30/2026	10.00	928.79	9,287.90

X

Remit To: Harris School Solutions,
a division of N. Harris Computer Corporation
PO BOX 74007259, Chicago, IL 60674-7259, USA

ACH Information - Account No: 4451240415
ABA No (ACH Payments): 111000012
Bank: Bank of America; Dallas, Texas 75283-2406

Subtotal	20,040.38
Misc	0.00
Taxes	0.00
Payments/Credit	(975.43)
Total	19,064.95

CHECKS: Include invoice # on remittance.
ACH: Email remittance to contact below.

Tax Exempt? Please email your exemption certificate to the email below.

Invoice Questions? Please call Ryan Wijesekera at 613-383-2923 or at our toll-free number +1 (888)847-7747 Ext. 501152. You can also reach us by email at AR_sns@harriscomputer.com

Changes and/or disputes that are requested after the maintenance period start date listed on this invoice will not be effective until the next renewal term.

Thank you for your business!

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Harris School Solutions

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. Quote from vendor

☐ **Contract for Professional Services / Special Services**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☒ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☒ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Sophia Zalat	Signature:	
Date:	7-7-2025, 20____	Date:	July 11, 20 25
Print Name:	Sophia Zalat	Print Name:	Dr. Rebecca Westover
Print Title:	temp Director CN	Print Title:	Chief Business Officer

Checklist not required for school sites

MEMORANDUM OF UNDERSTANDING BETWEEN

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND

HEALTHIER KIDS FOUNDATION

SCHOOL YEAR 2025-2029

This Memorandum of Understanding (MOU) is an Operational Agreement between the Mountain View Whisman School District (MVWSD) and the Healthier Kids Foundation (HKF) a California non-profit. The purpose of this MOU is to establish the terms and conditions under which MVWSD and HKF agree to work collaboratively (1) to provide vision, dental, hearing screenings, and potentially My HealthFirst Universal Wellness Screenings, oral health education, case management of students that receive a referral from the screenings; (2) to enroll children into subsidized health coverage programs; and (3) to provide 10 Steps to a Healthier You! series for students in preschool through 5th grade. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated.

The parties agree to comply with the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties here to have executed this Memorandum of Understanding.

APPROVED FOR MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Jeffrey Baier, Superintendent — Date: 31 JUL 25

APPROVED FOR HEALTHIER KIDS FOUNDATION:

Melinda Kay Snavely, Chief Executive Officer — Date: 8/4/25

ARTICLE I

PROGRAM AND GENERAL PROVISIONS

PROGRAM

Mountain View Whisman School District (MVWSD) and HKF agree to work collaboratively to provide vision, dental, hearing screenings, and potentially My HealthFirst Universal Wellness Screenings, health education, case management of students that receive a referral from the screenings, enroll children into subsidized health coverage programs, and provide 10 Steps to a Healthier You! series for students in preschool through 5th grade. This partnership will work together to promote subsidized health coverage programs and provide effective information sharing, referral processes, and secure data tracking associated.

This MOU will define the areas of the role and responsibilities for interagency cooperation to facilitate uninsured children with obtaining health coverage.

TERM

This MOU is effective between the MVWSD and HKF on the date that all signatures of MVWSD and HKF are received and shall remain in effect until June 30, 2029, unless terminated earlier or otherwise amended. Provisions of the term include an option of an additional five-year term(s).

MVWSD and Healthier Kids Foundation acknowledge that Healthier Kids Foundation's obligation and ability to provide services is subject to the availability and adequacy of funding. The provision of services outlined in this MOU is contingent upon the availability of sufficient funding. Funding may be provided by MVWSD directly or sourced from an external funding entity. In the event that external funding is required, MVWSD and Healthier Kids Foundation agree to cooperate in the efforts to secure external funding for the services listed in this MOU. In no event shall any such cooperation be deemed or construed to constitute a partnership on the part of MVWSD and Healthier Kids Foundation.

MVWSD RESPONSIBILITIES:

A. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).

B. DENTALFIRST, HEARINGFIRST, AND VISIONFIRST PROGRAMS:

- Provide an administrative staff member at each screening site to serve as the point of contact for screening logistics.
- Utilize an FTP server or DataZone to access class rosters two weeks prior to the screenings that include: school grade, teacher/class, student ID, State ID, student first name, middle name, last name, student gender, student birth date, student health plan, ethnicity, and race, up to two parents' first name, parent last name, parent preferred language, parent main phone, parent home phone, parent mailing address, and email addresses.
- Distribute screening results to the parents of the children who were screened within 48 hours of receipt.
- Provide missing contact information for those children whose screening results indicate an issue for HKF's follow up.
- Assign staff to work with HKF to escalate children referred by dentists as "24-hour emergency care needed".

C. 10 STEPS TO A HEALTHIER YOU! CLASSES

- Provide an administrative staff member for zoom class sites to serve as the point of contact for class logistics.
- Conduct outreach to parents and caregivers who may be interested in attending the five-class series.
- Provide a list of parents and caregivers who enroll into classes (if feasible)

HKF RESPONSIBILITIES:

A. ENROLLMENT IN HEALTH INSURANCE (COPE) PROGRAM

- Distribute HKF flyers and referral forms to parents whose children may need health coverage.
- Assist parents with completing HKF referral form and submit to HKF (if feasible).
- Use the information provided on the registration/enrollment forms to determine if students are uninsured.
- Contact students' parents/guardians and determine eligibility for a health coverage program and assist parents/guardians with scheduling appointments with Certified Application Assistors to apply for and enroll into health coverage.
- Assist families with the process of enrolling their children into a health coverage program.
- Ensure that information provided on students' registration/enrollment forms is used only for purposes directly related to the enrollment of students into subsidized health coverage programs.
- Destroy any copies of students' registration/enrollment forms once parents apply for health coverage.

- Maintain the confidentiality of student record information and any other confidential MVWSD information that HKF and its staff and agents obtain while performing services pursuant to this MOU and enter into non-disclosure agreements regarding MVWSD confidential student information with individuals and/or organizations that HKF will be sharing MVWSD student information.
- Visit all MVWSD school sites on mutually agreed upon dates and times for screenings.

B. DENTALFIRST, HEARINGFIRST, VISIONFIRST, AND DENTAL EDUCATION PROGRAMS

- Screen children for dental, hearing, vision issues, teach a class on dental education, and provide follow-up to the parents of those children whose screening results indicate an issue to assist parents with accessing follow-up services for their children.
- Mail screening results to administrative staff within 48 hours from the time of screening
- Provide follow up to the parents of the children whose screening results indicated an issue within three weeks of the screenings.
- Through the COPE Program, assist the parents of identified uninsured children with applying for and enrolling into subsidized health coverage.
- Contact parents of uninsured children who need to enroll into health coverage within one week of being identified.

C. 10 STEPS TO A HEALTHIER YOU! PROGRAM

- Provide parenting classes on implementing healthy lifestyles in their homes.
- Offer 10 Steps to a Healthier You! five-class series as often as parents and caregivers will attend (a minimum of 12 parents per class).

D. SMILE FIRST

- Provides interactive and informative presentations about oral health, dental hygiene, and preventing tooth decay in young children. A 15-minute in-classroom interactive presentations for children, preschool and up.
- Provide tools and resources to help maintain a good oral hygiene routine which can lead to positive behaviors and sustained good oral health outcomes.

E. HEALTHY LITTLE STEPS

- Little Steps in a 15-20-minute presentation focused on teaching habits for preventative care. These presentations focus on promoting healthy habits like playing outside and focusing on 'everyday' foods. We read *Potter the Otter, a Tale about Water* and review the sugar content on the sugary beverages touched on in the book.

F. BACKGROUND CHECK /FINGERPRINTING:

HKF shall be responsible, at their own expense, for ensuring background clearance for all employees of HKF coming into contact with students of MVWSD in the course of providing services pursuant with this MOU. All background checks must determine that none of the

employees or subcontractors has been convicted of a felony through the use of National Criminal Check (SSN Check), State Criminal Record Check, County Criminal Record Check, and Sex Offender Registry.

HKF shall be responsible with compliance, at their expense, with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health and Safety Code, § 1500 et seq.). HKF will obtain any required TB clearance(s) and will immediately produce those clearances to the District upon request.

ARTICLE II
GENERAL TERMS

1. **AMENDMENTS**
   All amendments or modifications must be in writing and signed by authorized representatives of contracting parties.

2. **TERMINATION**
   MVWSD or HKF may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

3. **NON-EXCLUSIVE REMEDIES**
   The remedies listed in this MOU are non-exclusive, and HKF and MVWSD retain all other rights and remedies they may each have under general law, including the right to terminate the MOU immediately without advance notice if either party becomes unable to perform its obligations under this MOU.

4. **DISPUTE RESOLUTION**
   MVWSD and HKF agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

   The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

5. **SUBCONTRACTING AND ASSIGNABILITY**
   This MOU cannot be subcontracted or assigned without prior written approval of either party. In the event of such approval, any subcontract or assignment is subject to the same

provisions for providing service as the MOU between MVWSD and HKF. Any assignment of this MOU or subcontract entered in violation of this provision by either party is void.

6. **INSPECTION AND AUDIT**
   All records, books, reports and documentation maintained by HKF related to this MOU, or related to the HKF activities under this MOU, will be open for inspection and audit by federal, State, and MOU officials, or their agents, upon demand at reasonable times. This provision survives the termination of this MOU.

7. **COMPLIANACE WITH STATUTES AND REGULATIONS**
   a. HKF will comply with all federal, State, and local statues, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the MOU and that become effective during the term of this MOU relating to its performance under this MOU. To the extent that laws conflict with provisions of this MOU, the laws prevail.
   b. HKF will comply with all applicable subsequent amended or added federal, State, and local Laws and execute amendments necessary to implement such Laws.

8. **INDEPENDENT CONTRACTOR STATUS OF HKF**
   HKF will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of MVWSD. None of the provisions of this MOU is intended to create, nor will be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this MOU. The parties are not and will not be construed to be in a relationship of joint venture, partnership, or employer-employee.

   Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party is solely responsible for the acts and omissions of its officers, agents, employees, and sub-contractors(s), if any.

9. **RESPONSIBILITY FOR AUDIT EXCEPTIONS**
   HKF accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate federal, State, or county, audit agencies.

10. **SEVERAVABILITY OF PROVISIONS**
    If any provision(s) of this MOU are held invalid, the remainder of this MOU remains in force.

11. **CONFLICT OF INTEREST**

a. HKF must make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors in any state, federal or local law.
b. If a conflict of interest exists, as determined by MVWSD, such conflict may constitute grounds for terminating this MOU.
c. HKF employees, or any members of HKF employee's immediate family, are prohibited from serving on an outside review or advisory board or committee, or from holding any similar position, which either by rule, practices or action recommends, or supervises MVWSD operations under this MOU.

12. LEGITIMATE EDUCATIONAL INTEREST

Information may be disclosed from student records without prior parent/guardian consent to HKF and its staff if the information is relevant and necessary to providing a service/benefit relating to a student or his/her family (e.g., health care). Such information must be kept confidential by HKF, and its staff as set forth in paragraph 13 below.

13. CONFIDENTIALITY

a. HKF and its staff recognize and acknowledge that HKF and its staff must protect the privacy and electronic records containing confidential student information as required by the federal Family Educational Rights and Privacy Act of 1974 (FERPA), the California Education Code sections 49060 through and including 49079 and the California State Constitution.
b. HKF, and any member of its staff and/or any of HKF's agents may not disclose any confidential information obtained as the result of HKF and MVWSD entering this MOU, unless such disclosure is directly related to the services being provided pursuant to this MOU.
c. All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring, or auditing of the program.
d. No person may publish, disclose, use, or permit or cause to be published or disclosed, any confidential information pertaining to services, except as provided by law. Any inadvertent or willful disclosure of any confidential information may result in criminal penalties.
e. HKF may use information provided on MVWSD students' registration/enrollment forms only for purposes directly related to the identification of uninsured children and assistance with enrolling them into health coverage. HKF shall maintain the confidentiality of this information, except for forwarding the information on the application to certified application assistors for use in enrolling the students into a health coverage program or providing general information required by Funders.
f. No information will be shared with United States Citizenship and Immigration Services (formerly Immigration and Naturalization Services) and the Social

Security Administration or use the information for any purpose other than enrollment into a health coverage program.

g. HKF must maintain confidentiality provisions required by law.

14. INDEMNITY

Mutual Indemnification for Agreements between Public Entities:

In lieu of the notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead MVWSD and HKF agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability, imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, or any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of their negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

15. INSURANCE

Without limiting the indemnification of either party to this Agreement, each party shall maintain or cause to be maintained the following insurance coverage:

a. A policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) annual aggregate.
b. A policy of workers' compensation providing statutory coverage; and
c. Such other insurance or self-insurance as shall be necessary to insure it against my claim or claims for damages arising under the Agreement.

16. NOTICES

Communications relating to this MOU will be in writing, and shall be delivered personally, sent by United State mail, or sent by email to the addresses set forth below (phone numbers also included):

Mountain View Whisman School District
Jeffrey Baier, Superintendent
1400 Montecito Avenue,
Mountain View, CA 94043
E-mail: supt@mvwsd.org
Phone: (650) 562-3552

Healthier Kids Foundation
Melinda Kay Snavely, Chief Executive Officer
4040 Moorpark Avenue, Suite 100
San Jose, CA 95117
E-mail: melindas@hkidsf.org
Phone: (408) 427-2558

17. APPLICABLE LAWS AND VENUE

This MOU is governed and construed in accordance with the statues of the State of California.

18. TOTALITY OF MOU

This MOU represents all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU is binding of the parties.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: HeartLand School Solutions

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ Contract for Professional Services / Special Services

- ☐ **Up to $50,000,** no further steps required.
- ☐ **$50,001 and above,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ Contract for Services (*NOT* Special Services)

- ☐ **Up to $50,000,** no further steps required.
- ☐ **$50,001 - $114,799,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ Contract for Waste Services {MOT or CBO}

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Transportation Services (Bus, Cars, etc.)

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Equipment, Materials and Supplies

- ☐ **Up to $75,000,** no further steps required.
- ☐ **$75,001 - $114,799,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ Contract for Educational Materials

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Sophia Zalot	Signature:	
Date:	7/25, 2025	Date:	July 29, 2025
Print Name:	Sophia Zalot	Print Name:	Dr. Rebecca Westover
Print Title:	temp Director CNO.	Print Title:	Chief Business Officer

Checklist not required for school sites

Annual license for Nutri Kids
$1,449.00

Heartland

Invoice

Heartland Payment Systems
dba Heartland School Solutions
Heartland, PO Box 936565,
Atlanta, Georgia 31193-6565

Invoice : HSSREC036879
Due Date : 08/30/2025
Date : 07/31/2025
Page No : 1 / 1

Bill To:	**Ship To:**
Mountain View Whisman School District 750 San Pierre Way A, Accounts Payable Mountain View, CA 94043-3133 United States	Mountain View Whisman School District 750 San Pierre Way A, Food Service Mountain View, CA 94043-3133 United States

Purchase Order No	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date
ANNUAL SUPPORT	HSS4327852-118368		Ground	Net 30	07/31/2025

Ordered	Invoiced	Item Number	Description	Unit Price	Ext Price
1	1	HSS0367	SUP: NK Production Records Annual 08/01/25 - 07/31/26	$166.00	$166.00
1	1	HSS0368	SUP: NK Recipe and Costing Annual 08/01/25 - 07/31/26	$130.00	$130.00
1	1	HSS0366	SUP: NK Menu Planning Annual 08/01/25 - 07/31/26	$425.00	$425.00
2	2	HSS0369	SUP: NK Site MP (non-network) Annual 08/01/25 - 07/31/26	$182.00	$364.00
2	2	HSS0371	SUP: NK MP Network License Annual 08/01/25 - 07/31/26	$182.00	$364.00

Comments:

Subtotal	$1,449.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$1,449.00
Payment Received	$0.00
Credits/Refunds	$0.00
Adjustments	$0.00
Amount Due	$1,449.00

REMIT PAYMENT TO: Heartland, PO Box 936565, Atlanta, Georgia 31193-6565
Email: Invoices@e-hps.com

555 12th Street, Suite 1670
Oakland, CA 94607
www.informedk12.com

Renewal Order Form

Customer Information

District Name:
Mountain View Whisman School District

Accounts Payable Contact Name:
Rebecca Westover

Accounts Payable Email:
rwestover@mvwsd.org

Quote Number: IK12-250157
Created Date: 04/15/2025

Subscription Renewal Date: 7/1/2025

Informed K12 Contact Information

Customer Success Manager: Michelle Bellusci
mbellusci@informedk12.com

For billing questions, please email
accounting@informedk12.com

Informed K12 Package Service	Price
Pilot (Single Process)	$ 1,742.90
	$
District is downgrading from their current Pilot (10 Processes) license to a Single form license.	$
	Total Amount
	$ 1,742.90

All forms packages include:

- Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited responses archived with full access search and nightly back-ups for all data
- Phone, chat, and email support for form managers and recipients
- Continuous upgrades and extensive browser and device support
- Online webinars and resources for form managers

Terms of Use

1. This Renewal Order Form (this "Order Form"), together with the Informed K12 Terms of Use available at https://www.informedk12.com/terms-of-use, governs the access to and use of the Services set forth above. In the event of a conflict between the Terms of Use and the Order Form, the Order Form shall control.
2. Customer will be invoiced between 30-60 days from their Renewal Date, or upon request, and payment is due in full within 30 days of the Renewal Date. Informed K12 reserves the right to pause services if payment is not received within 30 days of the Renewal Date.
3. The term of this Order Form will begin on the Renewal Date and will end after 12 months, unless stated otherwise in the service package description. The services renew for successive periods of twelve (12) months each, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Informed K12 reserves the right to increase fees by up to five percent (5%) upon renewal.
4. In the event of termination of services, Customer is responsible for downloading and storing any data from Informed K12 that needs to be retained within 30 days, or as governed by an additional offboarding agreement. Informed K12 will comply with complete data destruction of Customer form data from the Informed K12 platform after the 30-day data retention window or as governed by an offboarding agreement signed by both parties.
5. The signatures below acknowledge the agreement of each party to be bound by this Order Form. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, this Order Form (including the Terms and Conditions) in its entirety.

Informed K12

Brianna Bolton

Brianna Bolton [04/15/2025 9:12am PDT]

Authorized Signature

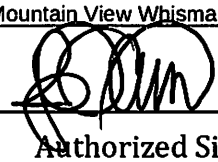
Brianna Bolton

Print Name

04/15/2025

Date

Mountain View Whisman School District



Authorized Signature

JEFFREY BAKER

Print Name

31 JUL 25

Date

Account Code: 0

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Informed K12

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

They only use a renewal order form since it is for licenses.

☐ **Contract for Professional Services / Special Services**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☒ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☒ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 28, 20 25	Date:	31 Jul, 2025
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

Checklist not required for school sites

AGREEMENT TO PREPARE

DEVELOPER FEE JUSTIFICATION STUDY

for

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Prepared by:

Jack Schreder & Associates, Inc.
4094 C Street
Sacramento, California 95819
(916) 441-0986

CONTENTS

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TIME SCHEDULE 5
SIGNATURE 5

PURPOSE OF PROJECT

The objective of this project is to determine if a reasonable relationship exists between new residential and commercial/industrial development and the need for new and/or reconstructed school facilities in the Mountain View Whisman School District. The study will be documented to provide the District with the justification necessary to levy developer fees as authorized by Education Code Section 17620. The report will comply with any new legislative requirements to date, including SB 1693 and AB 3081 requirements.

PROJECT METHODOLOGY

The project that Jack Schreder & Associates, Inc. is proposing will be comprised of the following separate components:

Component A: Projection of residential and commercial/industrial development.

Component B: Identification of student yield factors for residential and commercial/industrial development.

Component C: Generation of enrollment projections based on natural growth and new residential development.

Component D: Identification of existing facility capacity, facility needs, and facility costs based on enrollment projections. Class size reduction implementation may affect District capacity.

Component E: Preparation of documentation in compliance with current developer fee law.

COMPONENT A

In order to identify the projected student impact of residential and commercial/industrial development, it is necessary to assess the impact of development. This component of the study will identify the level of future residential and commercial/industrial development anticipated to occur in the District.

As required to justify developer fees, the specific steps in this component are:

- Identify approved and tentative development projects on file with the county and city planning departments where applicable.

- Identify development potential for vacant and underdeveloped land.

- Identify city building densities, current zoning, and master plan designations to establish build-out potentials.

- Provide development projections for single family residential and multiple family residential development. Provide projections of commercial and industrial development by category.

- Determine the development impact on the District when pre-existing dwelling units are demolished and replaced by reconstructed dwelling units as it occurs within the District boundaries.

- Project fee revenues for residential, commercial and industrial based on the current maximum fee.

  District responsibility: Provide information regarding current and future projected residential development known to the District.

COMPONENT B

State default student yields will be utilized, or student generation rates (SGR's) will be calculated to project the student impact of future development. The commercial/industrial SGR's will address employee generation factors, as provided by the San Diego Traffic Generation documentation (17621(e)(1)(B)).

COMPONENT C

Enrollment projections for the District will be provided which are based on the levels of new residential development identified in Component A and the SGR's identified in Component B. The enrollment projections will utilize a cohort survival methodology and proposed residential development where applicable.

> *District responsibility: Provide demographic information, including CBEDS enrollment for the current school year. Enrollments must be provided by grade level.*

COMPONENT D

Once the enrollment projections are established, the District's ability to house future enrollments will be analyzed. The capacity of the District facility will be identified, and future enrollments will be "loaded" into the facilities to determine if, and when, the capacity at each grade level organization will be exceeded. The effects of class size reduction program implementation will be determined. Costs for providing new facilities will be provided on a per-dwelling unit, per student, and per square foot basis.

In addition to establishing the District's future facility needs and costs, the available facility funding sources will be identified.

> *District responsibility: Provide a schematic fire drill map or SP1A of each District site, including any closed or unused sites. The schematic should include current class use, District loading policy, and any limitation to housing additional students (classroom use or school site size.) Portable classrooms must be identified for each site, including use, and ownership; if they are leased, terms of lease must be provided.*

COMPONENT E

The information and conclusions identified in Components A through D will be included in a report to be delivered to the District upon completion of the project. The report will comply with the requirements of Education Code Section 17620.

CONSULTING FEES

Jack Schreder & Associates, Inc. will provide a digital (PDF) draft copy of the report for district review. After the report is finalized, a digital (PDF) final report will be provided to the district. Upon request, bound hard copies will be provided to the district. Jack Schreder & Associates, Inc. will provide step-by-step instructions to implement the fees. Model resolutions and Board policies for the public hearing process and the establishment of developer fees will also be provided.

Mountain View Whisman SD	**Price**
Developer Fee Justification Study	**$6209**

Note: Education Code Section 17620(a)(5) provides that developer fee revenues may be used to pay for the cost of preparing developer fee justification documentation.

As a courtesy at **no cost to the District**, Jack Schreder & Associates, Inc. will provide a template for your District's annual/5-year plan as required by Government Code Sections 66006 and 66001. This plan is updated each year and must be available for public review by December 26th (180 days after close of previous fiscal year).

Upon the District's request, Jack Schreder & Associates, Inc. will assist the District with completing the plan. The cost for such assistance is $205/hour, not to exceed 16 hours.

Additional Considerations

- The quoted price does not include attendance at the Board meeting when the report is presented; this is an additional optional cost for the District.
- Visitations to the district following the completion of the draft will be reimbursed to the Consultant in the amount of $205 an hour including travel time.
- Reproduction costs for bound hard copies of the final report will be reimbursed to the Consultant.
- Express mail expenses will be documented and reimbursed to the Consultant.

TIME SCHEDULE

The draft report will include baseline data regarding District capacity, student yield information, classroom loading policies and class size reduction. The draft of the report will be completed within 45 days of receipt of the requested information from the District and Planning Departments. The final report will be completed 15 days after receipt of the final draft from the District.

This agreement is between the Mountain View Whisman SD and Jack Schreder & Associates, Inc.

Rebecca Westover	Elona Cunningham
Chief Business Officer	President
Mountain View Whisman SD	Jack Schreder & Associates, Inc.
Date	June 2, 2025 Date

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Jack Schreder & Associates Inc

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
- ☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	7-1, 2025	Date:	31 JUL, 2025
Print Name:	Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department: District

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Janelle Cameron Consulting

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	21 July, 2025	Date:	8/6, 2025
Print Name:	Geoff Chang	Print Name:	Cathy Baur
Print Title:	Director of Federal, State, and Strategic Pgms	Print Title:	Associate Superintendent

Checklist not required for school sites

FSSP - Title III - Designated ELD PD $ 8,850.00

July 29, 2025

Janelle Cameron Consulting PSA

RE: Request for Pre-Board Approval by Delegated Authority - Jeffrey Baier, Superintendent

We are requesting the approval of the attached PSA ahead of formal approval by the Board of Trustees to avoid delays in implementation and ensure timely planning. While Board approval remains the final and official step, approval from a delegated authority allows us to begin necessary planning activities that are time-sensitive and aligned with district goals.

We worked with this vendor during the previous year, and the services provided were satisfactory and aligned with our Newcomer Program needs.

The document will be presented to the Board at the August 21, 2025 meeting for full ratification.

Please let me know if you have any questions,

Geoff Chang
Director of Federal, State, and Strategic Programs

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Janelle Cameron Consulting (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

_____

_____

_____

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 8,850

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 8/1/2025 Services End Date: 12/1/2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Janelle Cameron Consulting
1400 Montecito Ave.	**Street**	[redacted]
Mountain View, CA 94043	**City, Sate, Zip**	[redacted]
Attn: Chief Business Officer	**Attn:**	[redacted]

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: JC

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Gerti Chang GC

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** JC

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: GC

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	~~$1,000,000 per occurrence; $2,000,000 aggregate~~ *
Workers Compensation	~~Statutory limits pursuant to State law~~
Employers' Liability	~~$1,000,000~~
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	~~$1,000,000~~

* See COI

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JC

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.
2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
4. **Standard of Care.**
   - 4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
   - 4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
   - 4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.
   - 4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JC

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☑ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 27-0868708

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-4203-0-5830-00-1110-1000-000000-009-0305

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Janelle Cameron Consulting
Dated: July 18, 20 25	Dated: July 10, 20 25
Signature:	Signature: Janelle Cameron
Print Name: Geoffrey Cheng	Print Name: Janelle Cameron
Print Title: Director, Federal, State, Strategic Programs	Print Title: Senior Educational Consultant

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20___	Dated: 06 JW, 2025
Signature: _____	Signature:
Print Name: Cathy Baur	Print Name: Jeffrey Baier
Print Title: Assistant Superintendent	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Janelle Cameron Consulting

Teaching Language to Teachers and Students

Scope of Services

Mountain View Whisman School District

Submitted: July, 10, 2025

SCOPE OF CONSULTANT DUTIES

Design, develop, and deliver 3 days of professional development services to the following groups: Middle School ELD Teachers and Elementary ELD Newcomer Teachers

Middle School ELD Teachers, Aides, Administrators, Elementary Newcomer Teachers

- One full-day training session including four-six ELD methodologies
- Two 60-90-minute follow-up training sessions

Middle School ELD Teachers

- Minimum of two in-class coaching sessions/teacher
- Semester (15-week) lesson plans
- Quarterly Benchmark Assessments
- Grammar-based scoring guide

Summary of Services

- One full-day training session
- Two days of mixed services: follow-up training and in-class coaching

GOALS OF ASSIGNMENT

1. Returning ELD Teachers will review and enhance previously learned ELD methods by including more content area subject matter.

2. New ELD Teacher(s) will learn four-six Accelerated ELD methodologies.

3. Middle School ELD Teachers will plan a minimum of two lessons with an expert consultant.

4. Middle School ELD Teachers will follow semester-long ELD lesson plans.

[redacted] • TeachELD@gmail.com • ([redacted]

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on 3rd of July, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Kassirer Sports ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: We will charge parents $24 per hour, per class. Fee will be based on # of classes, and class duration to be paid by parents

3. Contract Dates "Agreement Time"

Services Start Date: 8/13/25 Services End Date: 6/5/25

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Kassirer Sports
1400 Montecito Ave.	**Street**	4669 Del Moreno Drive
Mountain View, CA 94043	**City, Sate, Zip**	Woodland Hills, CA 91364
Attn: Chief Business Officer	**Attn:**	Laura Kassirer

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: LAK

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☑ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: [signature] RW

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** LAK

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☑ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: RW

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LAK

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

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11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LAK

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 95 4474877

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** _____
Dated: August 5, 2025	Dated: July 10, 2025
Signature: _____	Signature: _____
Print Name: Rebecca Westover	Print Name: _____
Print Title: CBO	Print Title: Laura Kassirer, President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: August 5, 2025	Dated: 12 Aug, 25
Signature: _____	Signature: _____
Print Name: Rebecca Westover	Print Name: JEFFREY BAIER
Print Title: CBO	Print Title: SUPERINTENT

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Kassirer SPORTS

Budget Proposal

This budget encompasses all KS expenses related to paying coaches, sports equipment, marketing, and other operating expenses. KS will charge families the following:

- ➡ $28 per class: for classes with a duration of 55-60 minutes parents
- ➡ $35 per class: for classes with a duration of 75 minutes

Parents will sign up for a session of classes on a particular day or days. The session fee is calculated based on the total number of classes in each session, which will vary based on day of the week and school holidays. For example, if more holidays happen to fall on a Monday, the Monday session might be shorter and a lesser total fee than a Tuesday, Wednesday, or Friday session. Since registration is processed online, there is a 3% CC processing fee applied to each transaction. Outside of what is listed above, there will be no additional fees related to this program.

- ➡ **Sample Schedule**
  - Week of August 4th | MVWSD provides KS with bundle information for flyers
  - Tuesday, August 12th | Flyers delivered to each school
  - Wednesday, August 13th | Flyers distributed to all students
  - Week of August 18th | Session 1 begins and runs through December 19th
    - Session 1 on Mondays will be either a 15 or 16-week session, depending on whether or not you want us to provide classes the week of conferences
  - For a 15-week session:
    - The KS fee for a 60-minute class will be $420
    - The KS fee for a 75-minute class will be $525
  - Students receiving scholarships will receive a 50% discount on session fees.

***To note, if any schools have back-to-school night prior to the school year, Kassirer Sports would like to provide flyers to promote the classes.*

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Kassirer Sports

REQUIRED CHECKBOX for Service Contracts

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services** To be paid by parents

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.08.13 09:55:29 -07'00'	Signature:	
Date:	August 13, 20 25	Date:	13 August, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

Checklist not required for school sites

Other RFP Responses

MVWSD RFP Tk/K

Cover Letter

Dear MVWSD Selection Committee,

Bald Eagle Sports is excited to submit this proposal to provide a high-quality, structured, and enriching after-school program for Transitional Kindergarten (TK) and Kindergarten (K) students in the Mountain View Whisman School District. Our organization is award-winning in its commitment to creating safe, inclusive, and developmentally appropriate experiences for young learners, while also supporting the needs of working families in the community.

With over 20 years of experience providing youth enrichment programs throughout the Bay Area, our team understands the importance of creating a nurturing environment that balances fun, learning, and social-emotional growth. We are confident in our ability to meet and exceed the expectations outlined in your Request for Proposals.

We look forward to the opportunity to partner with MVWSD in delivering an exceptional after-school experience for your youngest learners.

Sincerely,

Bald Eagle Sports

Program Narrative

Our after-school program will run from TK/K dismissal until the end of the instructional day, Mon-Wed and Fri. Students have an engaging daily schedule designed to support their development through a variety of age-appropriate activities.

All activities are designed to be developmentally appropriate and aligned with early childhood best practices.

Staff Qualifications

Each site will be led by a Head Coach experience in youth development, supported by assistant coaches (if needed) with relevant backgrounds. All staff will meet the following:

- Be **fingerprinted and background-checked (DOJ/FBI/CACI)** prior to employment.
- Hold current **CPR/First Aid certifications** (Head Coaches Only).
- Receive training in **Mandated Reporter laws**, **emergency procedures**, and **age-appropriate behavior management**.

- Undergo at least **10 hours of annual professional development**, including child development, safety protocols, and inclusive practices.

We will follow all MVWSD policies and coordinate with school staff to ensure alignment.

Check-In and Check-Out Procedures

- Students will be signed in by designated staff and signed out only by authorized adults listed on the student's emergency account.
- Staff will conduct ID checks for all individuals picking up a child.
- A late pickup policy will be enforced, and emergency contacts will be notified after 10 minutes past program end time.

Attendance and Accountability

- Daily attendance is taken within the first 5 minutes of program start time.
- Any unexpected absence is followed up with a phone call to the parent/guardian.
- Staff will maintain a roster and headcount at all times and re-confirm headcounts during transitions (indoor/outdoor, restroom, etc.).

Emergency Preparedness

Each site will maintain:

- A **first aid kit** stocked and checked monthly.
- An **emergency binder** with student emergency contacts, health information, and emergency action plans.
- A working cell phone or two-way communication device for immediate access to emergency services.
- Any injury, illness, or behavioral incident will be documented with an Incident Report, provided to the parent/guardian and kept on file.

Supervision and Transitions

- Students will be actively supervised at all times — no child will be left alone or unsupervised.
- Staff will position themselves strategically during outdoor play and indoor activities to ensure full visibility.

- Transitions between activities and locations will be structured, with verbal cues, line leaders, and tail staff to ensure all children are accounted for.

Behavior Management and Reporting

- A clear, age-appropriate behavior policy will be implemented, focused on positive reinforcement and redirection.
- All incidents of concerning behavior will be documented and communicated to parents/guardians and, when necessary, school administration.
- Physical discipline or verbal humiliation will never be tolerated.

Communication and Collaboration with School Staff

- Daily communication will be maintained with school site administrators and teachers regarding:
    - Dismissal logistics
    - Behavioral issues
    - Custodial concerns
- Regulated reports or check-ins will be conducted with district liaisons to ensure alignment with school policies and goals

Rainy Day/Contingency Plans

In the event of inclement weather or unforeseen circumstances that prevent the use of outdoor space, the program will implement a structured, indoor contingency plan that continues to support student development in a safe, engaging, and age-appropriate manner. The rainy-day schedule maintains the same core objectives of the program: to nurture social-emotional growth, encourage creativity, support early academic skills, and provide physical movement within a predictable routine

Program Objectives Maintained Indoors

- Foster a sense of safety, structure, and belonging
- Support gross and fine motor development through indoor movement and hands-on learning
- Encourage creative expression, communication, and collaboration
- Provide opportunities for cognitive development through interactive enrichment

- Maintain smooth transitions and behavioral expectations consistent with daily operations

Indoor Routine Structure

Our rainy-day/contingency activity plan ensures that programming remains consistent and engaging regardless of weather. If access to a gymnasium, multi-purpose room, or classroom with tables and chairs moved aside is available, we will implement the same structured activities planned for outdoors. In cases where space is more limited, we will adapt our Fun Fit exercise component to stationary, in-place movements that maintain energy and engagement. The sports-based portion will also be modified for indoor play, prioritizing safety while still promoting skill development, teamwork, and fun.

Scholarship Commitment

We are committed to making our program accessible to all families and will offer the following:

- **Scholarships Offered**: 2 full or partial scholarships per 10 (paid) signups
- **Eligibility Criteria**: Families qualifying for Free/Reduced Lunch or receiving other district-verified assistance will have the chance to apply for a scholarship
- **Management & Communication**: A simple, confidential online form will be made available during enrollment.

Budget Proposal

- **Staffing**
    - Head Coach (1 per location)
        - Responsible for daily operations, safety, attendance, and communication
        - Hourly rate: $40–$50/hr
    - **Assistant Coaches (1–2 depending on group size)**
        - Support supervision, lead warm-ups/games, and assist with behavior management
        - Hourly rate: $18–$40/hr (dependant upon qualifications)
- **Materials & Supplies**
    - Age-appropriate sports equipment (that can be stored on site):
        - Zabers, foam dodgeballs, cones, pinnies
            - Estimated cost: $700 initial setup per site

        - Safety supplies (first-aid kits, ice packs): $30/year per site
        - Equipment replacement budget: $50/year per site
- **Administrative Costs**
    - Insurance: Estimated $100/year per site
    - Staff onboarding & training costs: TBD
- **Parent Tuition / Fee Structure**
    - Monthly Tuition: $280 per child
    - Weekly Tuition: $80 per child
    - Registration Fee: $25 (one-time, non-refundable)
    - Sibling Discount: 10% off for second child
    - Late Pick-Up Fee: $1 per minute after 5-minute grace period

PROFESSIONAL SERVICES AGREEMENT (PSA) COMPLIANCE

- Attached Below

References

- Gideon Hausner
- Summer Camp Parents
- Google 5-Star business rating

Sample Daily Schedule

- 10 min check in/bathroom/supervised warm up
- 15 min Team Social Development and *FunFit* exercise activity
- 5 min hydration break
- 20 min Bald Eagle non-traditional sports activity
- 5 min cool down/stretching
- 5 min supervised free play/check out

Cover Letter

To whom it may concern at Mountain View Whisman School District,

We are pleased to submit this proposal on behalf of **Coach Ken Soccer Global Corp**, a community-based youth sports organization committed to using the power of soccer to promote physical health, teamwork, discipline, and confidence in children of all backgrounds.

Founded in 2015, our mission is to provide high-quality, character-driven soccer training that supports children's overall development on and off the field. Our team consists of certified coaches, youth development professionals, and former athletes with a passion for empowering the next generation through sport.

We look forward to the opportunity to bring our engaging, structured, and developmentally appropriate after school soccer program to your school community.

Warm regards,

Coach Kenneth Mburu
Founder & Director
Coach Ken Soccer Global Corp
1 (408) 469 1182 | coachkensocceracademy@gmail.com | www.coachkensoccer.com

Afterschool Program Model

The proposed program is a soccer-based enrichment program offered to students in grades K–5. Sessions will be held **one day per week** directly after school, with each session lasting 60 minutes. The curriculum includes warm-ups, skill drills, teamwork exercises, and small-sided scrimmages.

Staffing and Qualifications

- All coaches are **trained and tested on our club's unique curriculum** and certified in CPR/First Aid.
- Lead coaches have a minimum of **5 years of youth coaching experience**.
- Staff undergo annual background checks and child-safety training.
- A **Coach-to-Student ratio of 1:10** will be maintained for safety and individualized attention.

Supervision and Safety Protocols

- Children will be supervised from school dismissal until pick-up.
- A designated **Program Supervisor** will be on site at all times to oversee safety.
- Emergency contact info, medical release forms, and allergy/health notes will be collected prior to program start.

Pick-up and Sign-out Procedures

- Parents/guardians must **sign children out** with verification.
- A digital attendance log will track all arrivals and departures.
- Children will only be released to individuals listed on the authorized pick-up form.

Rainy-Day/Contingency Activity Plan

- In the event of inclement weather, programming will move indoors (if space is available) for **soccer theory, tactical lessons, fitness games, and leadership activities**.
- Parents will be notified of any cancellations or location changes via text and email by 1:00 PM that day.

Proposed Scholarships and Criteria

- We propose offering **1 full scholarship per 10 participants**.
- Scholarships will be awarded based on:
    - **Household income eligibility**
    - Recommendation from school staff
    - Student interest in physical activity or team sports

- Families may apply via a brief application form reviewed by our Scholarship Committee.

Budget Proposal

This program is **fully funded through tuition fees paid by parents** and is **not affiliated with or financially supported by school operations.**

Category	Estimated Cost (per 10-week session)
Staffing (2 coaches)	$2,500
Equipment & Supplies	$0
Insurance & Admin Fees	$1000
Facility Rental (if any)	$0 (assumes use of school grounds)
Scholarships (5 slots)	$1,625 (covered by general tuition)
Total Cost	**$5,125**
Tuition per student	$350

Note: Tuition may vary slightly depending on session length and number of participants.

PSA Compliance Statement

Coach Ken Soccer Global Corp received and reviewed the District's Professional Services Agreement (PSA). If selected, Coach Ken Soccer Global Corp agrees to the PSA terms, including indemnity and insurance provisions."

References: List of similar programs managed in the past, with at least two contacts.

Rodrigo Baptista
Palo Alto Soccer Club
rodrigo.baptista@pasoccerclub.org
(650) 704-4456

Katy Brecher
City of Los Altos
kbrecher@losaltosca.gov
(650) 947-2711

Peggy Cheng
ActivityHero
peggy@activityhero.com
650-646-5858

Sandra Bush
Los Altos School District
SBush@lasdschools.org

PROFESSIONAL SERVICES AGREEMENT (PSA) COMPLIANCE

Viviana Marchevsky received and reviewed the District's Professional Services Agreement (PSA). If selected, Viviana Marchevsky agrees to the PSA terms, including indemnity and insurance provisions.

Why Choose Enrichment Extenders?

1. Decades of After-School Expertise

- With **30+ years of experience** delivering after-school enrichment, Enrichment Extenders understands how to prioritize safety and design effective programs that meet children's developmental needs and integrate smoothly with school schedules.

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2. Passion and Philosophy

- Our staff are **enthusiastic, child-focused educators** who understand that learning through play and supportive relationships deepens engagement and discovery.

- This aligns with theories like **play-based learning** and **positive youth development**, which demonstrate that when kids feel safe, supported, respected, and challenged, they thrive .

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3. Safety You Can Trust

- Safety is our top priority. Every experienced staff member is thoroughly vetted, trained in CPR, mandated reporting, and school protocols. We implement buddy systems, maintain proper ratios, and follow secure pick-up and emergency plans.

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4. Cognitive & Cultural Edge

- Early introduction to a second language provides cognitive benefits beyond bilingualism. Parents report improvements in memory, problem-solving, and learning other languages

quickly

- Additionally, young learners who master another language gain cultural awareness, empathy, and long-term academic and career advantages.

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5. Spanish Optional Class - Only for interested individuals

- Introduction to Spanish through songs, games, and simple phrases. Brief, daily Spanish classes strike the perfect balance—long enough to build language repetition and retention, but short enough to sustain engagement and energy during the busy after-school period. Research shows that consistent, micro-learning boosts long-term language acquisition.

In Summary

Benefit	What Enrichment Extenders Offers
Proven Expertise	30+ years in after-school programming across Peninsula districts
Child-Centered Passion	Educators trained in play-based learning and positive youth support
Top-Tier Safety Standards	Fully vetted staff, clear protocols, and secure environments
Cognitive & Cultural Edge	Bilingualism fosters memory, critical thinking, and empathy
Optional Spanish Class	Research shows that consistent, micro-learning boosts long-term language acquisition.

With **Enrichment Extenders**, you're investing in a trusted, effective, and enriching after-school experience—where **learning, safety, and inspiration** come together to nurture young minds.

Sample Daily Schedule (1:20 – 3:00 PM)

- Schedule customizable to school and student needs

Time	Activity	Notes
1:20pm	Check in with Admin	Enrichment Extenders staff will check in with school office upon arrival
1:25pm	TK/K Pick Up	Enrichment Extenders staff will wait outside TK/K classrooms to pick up students
1:35pm	Snack Time + Sign In	Enrichment Extenders staff will account for all children and provide after school snack
1:50pm	Optional Spanish Lesson	Enrichment Extenders staff will provide optional Spanish lessons to interested students. Other students will be supervised and given enrichment activities.
2:10pm	HW/ Playtime	Enrichment Extenders staff will provide safe playtime and assistance with any HW.
2:40pm	TK/K Pick Up	Enrichment Extenders staff will coordinate sign out of children to appropriate adults.
2:55pm	Clean Up	Enrichment Extenders staff will ensure all school property is left clean and secured for the next day.

Why It Works

- **Snack and decompress time** right after school is essential—kids are often very hungry and need a break .
- An **optional 20-minute Spanish lesson** early in the session capitalizes on their energy and engagement.

- **Homework club** time supports academic needs without pressure—kids who finish early can choose creative stations.
- **Free play and choice stations** foster social, emotional, and physical development, in line with expert recommendations.
- **Snack & reflection** before dismissal helps children close the day in a positive, attentive way.

How We Tailor It

- **Flexible blocks**: Switch order of play and homework based on the school's pickup schedules or weather.
- **Additional options**: Include crafts, STEM, or movement mini-sessions during playtime.Provide supplies like: arts & crafts, science projects, music, sports, interactive games etc.
- **Weekend or early-release variant**: Condensed version, with shorter activities or homework sessions available.

In summary, this schedule offers a balanced, child-centered structure: Spanish enrichment, homework support, social play, and snack time—while allowing space for choice, flexibility, and **fun**. Let me know if you'd like help customizing it to your school's specific dismissal times or student age groups!

Staffing & Qualifications

Proven Program Experience

- **Enrichment Extenders** brings over **30 years** of after-school Spanish instruction across Los Altos, Cupertino, Sunnyvale, Palo Alto, and other Peninsula school districts.
- We deeply understand how to recruit and deploy **staff appropriate to each school's needs**, seamlessly supporting both students and school administration.

Qualified, Well-Prepared Staff

- All teaching staff are recruited for their **passion for teaching children**, commitment to student well-being, and genuine interest in education.
- Every team member undergoes **comprehensive onboarding**, which includes:
    - **Fingerprinting and robust background checks**
    - **Health & Safety training**, including First Aid and CPR
    - **Enrichment Extenders-developed professional development**, tailored to our program's curriculum and educational philosophy.

Safety & Compliance

- We adhere to **all district-mandated safety protocols** (e.g., fingerprint clearance, health screenings, vaccination verification) .
- Staff-to-student ratios are maintained well below recommended limits (e.g., 1:10 for elementary, consistent with standards)
- Ongoing **on-site supervision** ensures students are cared for in a safe and engaged environment.

Seamless School Integration

- Our staff are fully versed in **school schedules, communication channels with staff and parents, and administrative procedures**.
- We train them to work effectively with:
    - **School administrators and teachers**, using school-safe language and respecting protocols.

- **Parents**, with timely updates on student progress and collaborative problem-solving.

Summary

Enrichment Extenders ensures every team member:

Capability	Description
Fully vetted	Fingerprinting, criminal-background screening
Certified in safety	CPR, First Aid, child protection
Passionate about kids	Dedicated to creating engaging, safe learning
Professionally developed	Trained by Enrichment Extenders, using research-backed methods
Aligned with schools	Fluent in school norms and operational systems

By combining *decades of program-based expertise* with *rigorous staffing standards* and *research-backed training*, Enrichment Extenders delivers a high-quality, safe, and enriching Spanish after-school experience that aligns with best practices and the expectations of district partners.

Supervision & Safety Protocols

Active Supervision

- Staff are trained in active supervision strategies: positioning themselves to see and hear all students, frequently scanning, counting, and engaging—especially during transitions or outdoor play
- Environments are set up to maximize visibility—no blind spots and clear play areas
- We follow best-practice ratios (e.g., 1:10 for general K-5, lower for younger grades), ensuring at least two-trained adults are always present
- No child is ever left alone with a single staff or volunteer—ensuring both safety and child protection
- We implement a **bathroom buddy system**, where children go in pairs or small groups to ensure safety in the halls and restroom areas—aligning with proven school practices

Pick-up & Sign-Out Procedures

1. **Secure Authorized Pick-up**
    - Each child has a pre-approved pick-up list authorized by parents, stored securely. Only individuals on the list may collect the child
    - Caregivers unknown to staff are asked for valid photo ID, cross-referenced with the list before the child is released
2. **Controlled Access & Check-in**
    - Visitors and non-guardian adults must sign in/out, escorting them through designated points with staff oversight
3. **Structured Sign-Out Process**
    - Parents/caregivers sign a pick-up log
    - Sign-out occurs under direct staff supervision—children are only released once confirmed with ID and cross-checked list
4. **Late Pick-Up & After-Hours Policy**
    - A clear cutoff time is communicated in writing. Parents arriving late are contacted, late fees may apply, and staff are compensated per protocol .
    - If a child is not picked up and no one can be reached, staff follow escalation steps (e.g., emergency contacts, local authorities) .

Rainy-Day / Contingency Activity Plan

1. **Indoor Activity Stations**
    - On rainy days, we activate engaging indoor stations: arts & crafts, Spanish games, story zones, puzzles, and group circle games.
    - Stations are designed to be age-appropriate, curricular-aligned, and safe.
2. **Spontaneous Movement Breaks**

- For high-energy periods, use structured indoor movement—Simon Says, dance-alongs, or yoga stretches—to support physical health indoors.

3. **Flexible Use of Covered Facilities**
    - If available, covered outdoor spaces (gym, sheltered play areas) are utilized for supervised, weather-safe play.
4. **Quiet Corner & Chill Zone**
    - A designated cozy corner with books, soft cushions, and Spanish-language story time offers calm time.
5. **Emergency Contingency**
    - In case the program space becomes unusable (like a power outage), emergency steps include: notifying parents, relocating to a predetermined alternate space, and ensuring safe, continuous care until pick-up.
6. **Minimum Day/Holiday**
    - **Enrichment Extenders** offers minimum day and holiday services customized to school schedules, ensuring continuous support for families.

Overall Summary

Enrichment Extenders's model ensures robust supervision, secure pick-up protocols, and dynamic contingency planning—all underpinned by strict compliance with safety best practices and regulatory guidance. Our thoughtful structure delivers both peace of mind and enriching after-school experiences for students, schools, and families alike.

Proposed Scholarships & Award Criteria

Flexibility & Family Support

- **Flexible Awards:** **Scholarship amounts are flexible and may be adjusted based on school needs and total enrollment numbers, ensuring equity and maximum impact.**
- **Customized Payment Options:** Enrichment Extenders offers tailored payment plans and collaborates with families to meet their financial needs—similar to flexible tuition models used by schools to ensure access

Scholarship Overview

- **Total Awards:** We plan to offer **full scholarships per school year**
- **Partial Awards:** We plan to offer **partial scholarships per school year**

Eligibility & Selection Criteria

Following guidance from scholarship best practices recipients will be selected based on the following:

1. **Financial Need**
    - Priority given to families showing reduced-price meal eligibility or other financial assistance.
2. **Fair Access & Equity**
    - Scholarships are open to all students at the selected school, with no bias based on race, gender, or academic performance.

Application Process & Timeline

- **Application Opens:** 4 weeks before the start of each session.
- **Submission Deadline:** 10 days after opening.

This structured scholarship program aligns with district values of equity, access, and community engagement—supporting students and families so they can experience the full benefits of Enrichment Extenders enrichment.

Budget Overview

1. Tuition & Family Fees

- **Estimated Rate:** $15/hour per student

- **Additional Fees:**

    - Late pickup: $5 per 15 minutes

2. Materials & Supplies

- **Educational Supplies:** Materials, crafts, games, learning kits
- **Snacks & Refreshments:** Enrichment Extenders will provide healthy snack options, depending on enrollment and dietary accommodations

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3. Operational Costs

- **Insurance & Permits:** Including liability coverage and district compliance fees
- **Administrative (Software, Marketing, Office Supplies):** Maintain websites and communication emails with parents and administration

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4. Programming & Support Services

- **Staff Training & Professional Development:** Ongoing safety, curriculum, and best-practice training included in staffing costs

Financial Flexibility & Sustainability

- **Variable Enrollment:** Budget scales up or down depending on student count.
- **Tuition Flexibility:** Enrichment Extenders offers multiple payment plans, flexible scheduling—supporting full-cost recoverability while accommodating families' needs.
- **Contingency Planning:** Reserve fund built into enrollment buffer to address unexpected costs.

Family Fee Summary

- **Daily Rate:** $15/hr
- **Weekly Total:** $60/4 days
- **Late Pickup Penalty:** $15/15min
- **Cancellation Penalty:** $50
- **Add-On Services:** Optional, priced per event/session

Conclusion

This budget ensures that Enrichment Extenders can:

- Cover all operating costs through **tuition revenue**
- Maintain **quality staffing, curriculum, and materials**
- Offer **financially sustainable** programming independent of school budgets
- Preserve **flexibility** to scale and adapt to enrollment and family needs

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References

* I would be happy to provide more references from school staff once school is back in session.

Ivette Estay
Parent of student attending Spanish classes as well as after camp daycare.
Email: Ivette.estay@gmail.com

Jeannie Chen
Parent of student attending after camp daycare.
Email: jchen1112@gmail.com

Steven Yang
Parent of student attending after camp daycare.
Email: syang85@gmail.com

Lisa
Parent of student
Email: (650) 665-0091

Silvina Llorens
Employee
Email: silalej@gmail.com

Cyrus Afshar
Former employee of Spanish classes and after school services
Email: cmafshar@gmail.com

Kassirer SPORTS

REQUEST FOR PROPOSAL (RFP)
Afterschool Care Program for Transitional Kindergarten (TK) and Kindergarten (K)
Mountain View Whisman School District (MVWSD)

Rebecca Westover, Director of Federal, State, and Strategic Programs
rwestover@mvwsd.org

Kassirer Sports
Laura Kassirer | Rachel Troupe
818.644.0257 | 818.307.3558
info@kassirersports.com
www.kassirersports.com
4669 Del Moreno Drive, Woodland Hills, CA 91364

Kassirer SPORTS

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Kassirer SPORTS

818.644.0257 | 818.307.3558
info@kassirersports.com

Rebecca Westover, Director of Federal, State, and Strategic Programs
Mountain View Whisman School District (MVWSD)
rwestover@mvwsd.org

July 10, 2025

Dear Rebecca,

Kassirer Sports (KS) is a proven after-school sports enrichment provider that was founded in 1997 by Laura Bernstein Kassirer, a former Wimbledon tennis player and Hall of Fame inductee at University of South Carolina. KS is a female owned and operated company that offers enrichment for grades TK – 8 across California. Over the past 28+ years, KS has run classes at more than 45 school districts throughout the state. KS provides enrichment programs to over 7,000 students per year, have 90+ coaches currently on staff, and can support all of your elementary schools. KS goal would be to not ever turn any kids away.

The mission of Kassirer Sports is to provide quality, convenient sports programs for youth at elementary and middle schools, where children can improve their athletic ability, socialize, and build self-esteem through playing sports. KS classes focus on building quality fundamentals, increasing physical fitness, agility and coordination, and instilling important life skills learned through sports such as teamwork, sportsmanship, communication, leadership, resiliency, focus, cooperation, perseverance, and accountability.

KS classes are held on school grounds immediately following bell dismissal and provide all of the age-appropriate equipment needed to teach the classes. For the convenience of all families, KS classes mirror the MVWSD calendar and do not meet on school holidays. Sports classes offered for TK/K age students are are soccer, tennis, pickleball, track and field, and blacktop/field games.

KS will comply with all district safety and health policies, including background checks, fingerprinting, TB clearance, and Megan's Law verification. KS will participate in ongoing collaboration with site administrators and district staff as needed.

Kassirer Sports is looking forward to hopefully working with MVWSD to bring sports enrichment to all TK/K students for the 2025-26 school year. We appreciate your time and consideration.

Regards,

Laura Kassirer Rachel Troupe

Kassirer SPORTS

Program Narrative

Kassirer Sports (KS) will provide sports coaches to teach various sports and implement athletic games/activities that build overall coordination, hand-eye coordination, agility and physical fitness. KS believes in a positive coaching style and the importance of imparting valuable life skills that can be learned while playing sports, such as: cooperation, communication, socialization, resiliency, accountability, leadership, teamwork and perseverance.

KS will provide age-appropriate sports for Grades TK/K including soccer, tennis, pickleball, track and field, and blacktop/field games. Examples of blacktop/field games are kickball, capture the flag, wall ball, etc. Overly physical/competitive games such as dodgeball will not be offered. KS can provide up to two different sports classes running per day, so parents can select the days of week and sports that work best for their family/child. An example of a weekly schedule could be: Monday = Tennis + Pickleball; Tuesday = Soccer; Wednesday = Track and Field; Friday = Blacktop/field games.

KS will provide classes everyday school is in session and will base the enrichment schedule off the MVWSD calendar. KS can accommodate all elementary schools in the district and will offer two sessions per school year: Session 1 = 2nd week of school until winter break; Session 2 = after winter break until the end of the school year. Families will have the option to pick which days they want to register for based on their schedule (M, T, W, F) and do not need to sign up for the full week unless desired. In the event a class is cancelled for any reason, parents have the option to conduct a makeup on another day of the week, receive a credit, or a refund.

In order to inform families of the classes being offered, KS will prepare and deliver paper flyers to each school, bundled per grade/classrooms. Flyers will be delivered the first week of school and two weeks prior to winter break. In order to effectively market the classes, flyers will need to be passed out to each student prior to the session. Parents/guardians will go to the KS website to view schedules and register online. KS uses an online registration system to make it easy for families to view up-to-date schedules, policies, and enroll. At the time of registration, all parents/guardians are required to read/sign the KS Waiver of Liability, Hold Harmless and Emergency Authorization Agreement.

In order to effectively communicate with families, KS sends out welcome emails and weekly reminder emails with custom information for each school.

Kassirer SPORTS

➡ **Staffing and Qualifications**

In order to ensure quality, coaches are interviewed, hired, and trained only by Laura Kassirer and/or Rachel Troupe. KS coaches have either grown up playing sports or played at an elite level, and most importantly excel in coaching and engaging with young children. Coaches are trained to be positive, that KS classes are *not* overly competitive, and that they should emphasize sportsmanship, teamwork, and inclusivity. KS coaches undergo ongoing abuse, non-discrimination, sexual harassment prevention and awareness trainings, and have all been cleared by the DOJ from any felonies. KS coaches are provided with their schedules via a scheduling app, along with detailed lesson plans for their specific sports class and age.

➡ **Supervision and Safety Protocols**

The safety and well-being of all students is our number one priority. KS coaches are scheduled to arrive at least 10 minutes prior to the start of class time to ensure they can check-in with the office, set down equipment, and be ready to greet the students at bell dismissal.

Coaches are provided class rosters via our registration app with detailed information including but not limited to the student's name, classroom number, parent/guardian name(s) and contact information, emergency contact information, and how students should be released after class (i.e. parent pickup or daycare). KS will ensure that the school office manager will receive a copy of the roster at the start of each session for their records. Coaches take roll using the electronic roster and KS will have a record saved of which students attend class each week. Per KS policies, coaches are required to text parents at the start of class if any students are missing to confirm they were absent from school and not expected to be in the class that day.

Coaches are trained to foster a positive class environment, to practice each sport safely, and in injury protocols should they occur. All coaches are equipped with first aid kids to treat minor injuries and will always notify a parent if an injury of any kind takes place. In order to ensure the safety of all students, coaches will take bathroom breaks as a class, escort students to the restrooms and wait for them outside. Coaches will never be alone with a student and will never allow a student to walk alone, either. With the use of geofencing, KS can track all coaches' location during their shifts within school grounds.

➡ **Pick-up and Sign-out Procedures**

It is KS policy that no child can ever be left unattended by a coach under any circumstances. Coaches will arrive early to greet and pickup students at the start of class using their electronic rosters. These rosters update in real-time, so will always be up-to-date as soon as a family enrolls. Coaches will meet students outside of their classrooms when they are released from school and will escort them all to the designated class area. Since no child can be left unattended, coaches are required to supervise students from the start of class until they are

picked up or brought to daycare. Per the KS Late Pickup Policy, coaches charge parents/guardians $1 per minute for time spent supervising a child after class ends. This policy is in place to ensure parents/guardians are on-time for pickup and if they are not, our coaches can be compensated for their time. This Late Pickup Policy is also read/signed at the time of registration, posted online, included on the receipt, and in all weekly reminder emails.

➡ **Rainy-day/Contingency Activity Plan**

If provided an indoor or covered space to use during inclement weather, KS will conduct indoor athletic activities using modified lesson plans. If there is no dry space available to hold class, coaches will text/email parents notifying them of the class cancellation. Class cancellations are sent at least 1 hour prior to the start of class whenever possible and the school office will be notified as well. In the event a class is cancelled in advance for inclement weather, coaches will not go to the school that day. For the convenience of all families, is the goal of KS to meet rain or shine!

**It was stated in the RFP answered questions that classrooms will *not* be provided. While KS does have indoor/modified rainy-day lesson plans, coaches will need a dry space to conduct class.

➡ **Proposed Number of Scholarships and Criteria**

KS offers scholarships to families who qualify and discounts to military and faculty/staff. KS will offer a 50% discount on class tuition and follows the national guidelines to determine which families would be considered disadvantaged based on household income and number in household. The KS class ratio is 10:1 for grades TK/K, and KS will offer up to 4 scholarships per 10 students. Per day, KS can accommodate up to 30 students with 3 coaches, and up to 12 scholarships/military/faculty discounts. So, up to 40% of students can be playing on partial scholarship. All information regarding scholarships is provided online via the KS website, linked here, as well as on flyers that are distributed to families.

Kassirer SPORTS

Budget Proposal

This budget encompasses all KS expenses related to paying coaches, sports equipment, marketing, and other operating expenses. KS will charge families the following:

- ➡ $28 per class: for classes with a duration of 55-60 minutes parents
- ➡ $35 per class: for classes with a duration of 75 minutes

Parents will sign up for a session of classes on a particular day or days. The session fee is calculated based on the total number of classes in each session, which will vary based on day of the week and school holidays. For example, if more holidays happen to fall on a Monday, the Monday session might be shorter and a lesser total fee than a Tuesday, Wednesday, or Friday session. Since registration is processed online, there is a 3% CC processing fee applied to each transaction. Outside of what is listed above, there will be no additional fees related to this program.

➡ Sample Schedule

- Week of August 4th | MVWSD provides KS with bundle information for flyers
- Tuesday, August 12th | Flyers delivered to each school
- Wednesday, August 13th | Flyers distributed to all students
- Week of August 18th | Session 1 begins and runs through December 19th
  - Session 1 on Mondays will be either a 15 or 16-week session, depending on whether or not you want us to provide classes the week of conferences
- For a 15-week session:
  - The KS fee for a 60-minute class will be $420
  - The KS fee for a 75-minute class will be $525
- Students receiving scholarships will receive a 50% discount on session fees.

***To note, if any schools have back-to-school night prior to the school year, Kassirer Sports would like to provide flyers to promote the classes.*

Kassirer SPORTS

PSA Compliance Statement

Kassirer Entertainment Company DBA Kassirer Sports agrees to MVWSD's Professional Services Agreement (PSA), which outlines legal, insurance, indemnification, and compliance requirements.

Kassirer Entertainment Company DBA Kassirer Sports received and reviewed the District's Professional Services Agreement (PSA). If selected, Kassirer Entertainment Company DBA Kassirer Sports agrees to the PSA terms, including indemnity and insurance provisions.

Kassirer SPORTS

References

Kassirer Sports has provided various sports after-school enrichment programs for several years for all references listed below.

Foster City Parks and Recreation
Colleen Gotthardt – Recreation Coordinator
Phone: (650) 286-3378
Email: cgotthardt@fostercity.org

Stratford Private Schools
Ben Graves – Manager, Camp and Ancillary Programs
Email: bengraves@springedugroup.com

El Cerrito Parks and Recreation
Taylor Melton – Recreation Supervisor, City of El Cerrito
Phone: (510) 559-7004
Email: tmelton@ci.el-cerrito.ca.u

Redondo Beach Unified School District
Jeff Winckler – Director of Professional Learning and Development
Phone: (310) 937-1285
Email: jwinckler@rbusd.org

RE: Proposal Submission – TK/K Afterschool Care Program

Dear Ms. Westover,

I am pleased to submit our proposal in response to the Mountain View Whisman School District's Request for Proposals for a supervised afterschool care program for Transitional Kindergarten and Kindergarten students.

Leapstart After School is a trusted afterschool education provider with over a decade of experience serving young children in the Cupertino and adjoining areas. Our mission is to provide a safe, enriching, and structured environment where students can grow academically, socially, and emotionally after the regular school day. Our programs combine academic support with engaging enrichment activities and are designed to meet the developmental needs of younger learners.

We have successfully partnered with local schools to offer programs aligned with district goals and parent expectations. Our staff are trained in child development, safety protocols, and positive behavior management, ensuring consistent and nurturing care. Leapstart Inc. currently holds active insurance coverage that meets the District's general liability requirements.

District Needs:

We have the experience and expertise to create and offer a custom program specific to your needs. We will add the District as an additional insured immediately upon selection as a program provider.

We are committed to full compliance with all PSA insurance provisions.

We look forward to the opportunity to serve the TK/K students of MVWSD and support working families in the community.

Sincerely,

Rohit Arora

Owner/Director, Leapstart After School

Program Narrative – Leapstart After School

Staffing and Qualifications

Leapstart After School employs experienced, caring staff trained in early childhood education, behavior management, and CPR/First Aid. All staff undergo fingerprinting, background checks, and TB clearance in compliance with MVWSD and state licensing requirements. Our staffing model ensures a low student-to-teacher ratio, allowing for safe, hands-on engagement with every child.

Supervision and Safety Protocols

Our outdoor programs are structured with safety at the forefront. Children remain in assigned field areas and are under direct supervision at all times. Staff are trained in outdoor emergency response, hydration protocols, and heat safety. Check-in/check-out transitions are carefully managed, and all entry/exit points are secured. Leapstart maintains strict health protocols including daily temperature checks and handwashing.

Pick-Up and Sign-Out Procedures

Leapstart provides in-house school pickups by trained staff (never outsourced drivers). Children are brought directly to the program area with no additional stops. Parents receive SMS notifications upon pickup.

For dismissal, parents remain outside the program area; a staff member escorts each child out after ID verification. Attendance is recorded digitally, and only authorized adults may sign out children.

Rainy-Day/Contingency Activity Plan

In the event of rain or unsafe outdoor conditions, Leapstart will transition to indoor activities if space is available, or will notify parents promptly for early pickup. On light weather days, children may engage in quiet activities under covered outdoor areas. Indoor alternatives include storytelling, yoga, and arts-based enrichment that maintains program continuity.

Scholarships

As a for-profit provider, Leapstart is not offering scholarships under this proposal.

Budget Proposal – Leapstart After School

This budget proposal addresses the 1 hour outdoor after care program needs only.

Program Funding:
This program is 100% parent-paid. No funding will be requested from the school district. All operational costs are covered through tuition fees collected directly from enrolled families.

Estimated Tuition Rate:

- ~ $240/month per student for TK/K after school program (final rate depends on site and hours)
- Includes all materials, and other fees

Staffing Costs:

- 1 Site Director per school site (depending on enrollment)
- 1-8 Program Instructors (depending on sites program is launched at)
- All staff expenses shall include their pay rates, any payroll taxes, training, and CPR/First Aid certification.
- Estimated staff cost: ~ $800 - $900 per month per site per employee

Materials & Supplies:

- Curriculum materials (STEM kits, art supplies, games): $200 per month per site where applicable
- Safety & hygiene supplies (sanitizer, masks, first aid kit, etc.): $100 per site per month

Transportation (if applicable):

- Provided by Leapstart staff using company vans (no third-party services used)
- Cost included in tuition

No Additional Fees to the School:

- The program will operate independently of the school district
- No facility use fee will be requested
- No district-paid services will be required

References

Leapstart After School has successfully operated licensed afterschool and enrichment programs in Cupertino since 2013. Below are two program sites we currently manage:

1. De Anza Center – Cupertino, CA

- **Program Description:** Licensed afterschool, summer camp, and STEAM enrichment programs for TK–5th grade students. Services include academic support, creative learning, public speaking, arts, and transportation from local schools..
- **Contact:**
    - Name: *Rohit Arora*
    - Title: Director
    - Phone: 408 431 0280
    - Email: rohit@leapstartafterschool.com

Google Reviews Link: Pl. see our customers reviews and experiences about our services since 2013

Leapstart After School - After school & Summer Camps

2. Bubb Center – Cupertino, CA

- **Program Description:** Licensed afterschool, summer camp, and STEAM enrichment programs for TK–5th grade students. Programming includes hands-on STEAM activities, homework help, character-building, and project-based learning in a safe and nurturing environment.
- **Contact:**
    - Name: *Chitra Dhingra*
    - Title: Director
    - Phone: 408 504 6970
    - Email: chitra@leapstartafterschool.com

Google Reviews Link: Leapstart After School & Summer Camps

Sample Daily Schedule

Leapstart Outdoor Enrichment Program (TK/K)

Time	Activity
1:30 PM	Student Check-in & Welcome Circle
1:35 PM	Outdoor Free Play & Water Break
1:45 PM	Structured STEM or Art Activity
2:10 PM	Life Skills Game or Group Challenge
2:30 PM	Wrap-Up Circle & Prepare for Pick-up
2:40 PM	Student Pick-up / Sign-out

⋄ Descriptions:

- **Welcome Circle:** Students gather and review the day's plan and outdoor safety reminders.
- **Free Play:** Open-ended physical play (running, games, exploration).
- **STEM/Art:** Nature-based STEM projects or open-air arts & crafts.
- **Life Skills:** Activities focused on teamwork, listening, and cooperation.
- **Wrap-up:** Reflection time and getting ready to go home.

Exhibit A – Description of Services

Leapstart Inc. proposes to operate an outdoor-based after school enrichment program on the school site's designated outdoor area. The program is designed to support TK and Kindergarten students between school dismissal and the end of the regular school day.

Program Activities:

- **Outdoor Enrichment & Life Skills:** Activities will include structured games, STEAM-based outdoor projects, and elements of our "Life Skills School" curriculum such as teamwork, healthy habits, personal boundaries, Character building, interpersonal skills, and communication-building exercises.

- **Supervised Recreation:** Children will engage in outdoor group play that promotes physical activity, cooperation, and positive social interaction, under continuous staff supervision.

- **Hands-on Learning:** Activities will include art, problem-solving challenges, and nature-based discovery to support whole-child development.

Staffing & Supervision:

All staff are trained in child supervision, health and safety procedures, and early childhood development. The staff-to-child ratio will not exceed 1:10.

Safety & Procedures:

Leapstart follows strict safety protocols aligned with CDC, county, and school district guidance. All outdoor activities will be supervised, and children will be escorted by staff from the school dismissal area to the designated outdoor space. No classroom access will be required.

Program Hours:

The program will operate Monday through Friday, from school dismissal until the end of the regular school day as stated in the RFP and answered in the QnAs.

Mountain View Whisman School District

Rebecca Westover <rwestover@mvwsd.org>

Proposal: Afterschool Care Program for TK/K – MYWAY Dance Instructors & Consultants

MY WAY <myway.prj@gmail.com> Sat, Jul 12, 2025 at 11:34 PM
To: Rwestover@mvwsd.org

Dear Dr. Westover,

We are pleased to submit our proposal for the after-school care program for Transitional Kindergarten (TK) and Kindergarten (K) students at MVWSD.

MYWAY Dance Instructors and Consultants is an educational and enrichment organization based in Campbell, CA, founded by Maksym Fedotov and Yana Fedotova — experienced coaches, educators, and curriculum developers with over 15 years of experience in sports, arts, and youth development.

Before relocating to the U.S., we built one of the largest private dance and talent academies in Ukraine, where we taught over 1,000 children, led interdisciplinary camps, and conducted trauma recovery programs for children using sport and active movement. Our work was recognized by the **Ministry of Education of Ukraine** and the **Office of the President of Ukraine**. Since moving to California, we have successfully partnered with several Bay Area school districts to deliver afterschool and seasonal programs.

Mission

To expand access to after-school education and introduce children to sports, arts, and areas of development not traditionally covered in standard school curricula.

Vision

To prove that every child is talented — the key is to notice it early and help guide that child toward their gift.

Our program philosophy is rooted in **balance**. We believe children thrive when learning is joyful, active, and meaningful. Our goal is to create a safe and structured environment where every child can develop new skills, discover their strengths, and grow in confidence while having fun. We individualize our approach and maintain strong relationships with families to ensure their needs are met.

Scope & Availability

We are prepared to begin operations at one school site and are fully committed to scaling across multiple MVWSD campuses based on enrollment and need. We are available Monday through Friday with full coverage during the designated after-school hours.

Scholarships

We are ready to offer scholarships to support families who may need financial assistance.

Staffing and Qualifications

Our core team holds degrees in pedagogy and is fully certified (CPR/First Aid, TB-tested, background-checked). We maintain a vetted instructor network to support program expansion as needed.

Supervision and Safety

Staff pick up TK/K students directly from classrooms. Attendance is verified during transitions. We maintain clear and structured procedures to ensure safety and smooth coordination throughout the day.

Pick-Up & Contingency

After class, children are escorted to a designated pick-up zone. IDs are checked before releasing any child. In case of inclement weather, indoor classrooms are used for quiet play, games, or crafts.

Budget Proposal

Families pay monthly tuition. Rates vary slightly depending on the activity (e.g., dance, art, clay), as material costs differ. All materials are included. No hidden fees. We offer **mid-range pricing** for the Bay Area.

PSA Compliance Statement

MYWAY Dance Instructors and Consultants has reviewed the District's Professional Services Agreement (PSA). If selected, we fully agree to all terms, including indemnification and insurance provisions.

References

Reference 1:
Gizzele Linayao
Moreland School District
Email: glinayao@moreland.org
Phone: (408) 874-3479

Reference 2:
Zoya Lytvyn
Founder, Novopecherska School
Founder, Global Teacher Prize Ukraine
Founder and Head, Osvitoria
Member of the Supervisory Board, UN Global Compact in Ukraine
(Recommendation letter available upon request)

We would be truly honored to collaborate with your district and contribute to the growth and enrichment of your students through inspiring afterschool programs.

Sincerely,

Yana Fedotova & Maksym Fedotov
MYWAY Dance Instructors and Consultants
myway.prj@gmail.com
(408) 421-9979
Campbell, CA

MW After School.pdf

STANFORD PARK SPORTS

MOUNTAIN VIEW DISTRICT APPLICATION

SEE DETAILS IN THE FOLLOWING PAGES:

1. INTRODUCTION

Stanford Park Youth Sports is excited and honored to submit this proposal to the Mountain View Whisman School District (MVWSD) for the opportunity to provide high-quality after-school programming for Transitional Kindergarten (TK) and Kindergarten (K) students. We understand that this program will be paid for by parents and is independent of regular school operations, and we are fully prepared to deliver an exceptional and seamless experience for all stakeholders involved.

Stanford Park Sports would be proud to partner with the Mountain View Whisman School District. Our organization is deeply committed to student safety, enrichment, and supporting the needs of working families — values that align perfectly with those of MVWSD. With a strong presence across the Bay Area, we currently operate in over 30 schools simultaneously, offering trusted and engaging programs that focus on structured play, social-emotional learning, and physical development.

Our team is passionate about providing safe, inclusive, and structured programming tailored specifically to young children. We would be thrilled to bring our proven model and enthusiastic staff to your schools.

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2. PROGRAM GOALS & REQUIREMENTS

Stanford Park Youth Sports is fully prepared to meet and exceed, the program expectations outlined by MVWSD. We operate every school day from TK/K dismissal through the end of the regular instructional day, ensuring a consistent, safe, and enriching experience for every student enrolled.

We implement strict supervision protocols: no child is ever left unattended. Our coaches are trained to follow detailed pick-up and dismissal procedures, including verified parent/guardian sign-out. We maintain daily attendance records using shared Excel sheets that are updated in real-time and reviewed by both the coaches and our administrative team. These include student attendance, who is expected in aftercare, authorized pick-up persons, and parent contact information — all to ensure smooth coordination and child safety.

Every coach on our team is fingerprinted, background-checked, TB-cleared, and fully compliant with Megan's Law verification. Safety is a non-negotiable pillar of our program, and we maintain the highest standards at every site.

Our TK/K programming includes structured, age-appropriate enrichment and physical recreation designed to build character, confidence, and coordination. Activities are tailored to the developmental level of younger students. For rainy or inclement weather, we proactively switch to indoor games, movement-based exercises, and collaborative group activities that maintain structure, safety, and fun — ensuring learning and engagement never stop.

We are strong believers in collaboration and open communication. Our team works closely with site administrators and district staff to ensure the program operates seamlessly and aligns with school expectations and culture.

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3. SCHOLARSHIPS & FACILITY USE

To support equitable access, Stanford Park Youth Sports is committed to offering scholarships to socioeconomically disadvantaged (SED) students. **For every five fully enrolled, tuition-paying students, we provide one full scholarship slot**, ensuring that for every group of six children, one may attend free of charge.

The program requires a minimum of eight registered students to operate. Scholarship eligibility will be based on students qualifying for reduced or free lunch, as identified by the school, and can be verified in coordination with the school administrator. Scholarship availability will be communicated clearly to school staff and families during the enrollment process.

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4. PROFESSIONAL SERVICES AGREEMENT (PSA) COMPLIANCE

Stanford Park Sports LLC received and reviewed the District's Professional Services Agreement (PSA). If selected, Stanford Park Sports LLC agrees to the PSA terms, including indemnity and insurance provisions.

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5. PROPOSAL SUBMISSION REQUIREMENTS

Cover Letter
Stanford Park Youth Sports is proud to submit this proposal for MVWSD's TK/K Afterschool Program opportunity. We've included a flyer summarizing our Mountain View-specific offerings and tailored curriculum, highlighting our commitment to safety, sportsmanship, and fundamental youth development.

Our mission at Stanford Park Youth Sports is simple: "We do more than coach, we build character." We currently operate across more than 30 schools in the Bay Area, offering afterschool, recess, and summer programs with a strong reputation for high-quality youth coaching, parent satisfaction, and logistical reliability. We specialize in creating dynamic, age-appropriate athletic environments that combine physical development, social-emotional learning, and fun.

We have worked in the past with Schools In Palo Alto, Sunnyvale, Saratoga, San Jose, Redwood City, San Carlos and Menlo Park, and we would love to work with Mountain View Next!

Learn more at www.stanfordparksports.com

Program Narrative

Staffing and Qualifications
All our coaches are background-checked, fingerprinted, TB-cleared, and compliant with Megan's Law. We only hire individuals with proven experience in childcare or early youth coaching, many of whom have competed at the collegiate or professional level in soccer, basketball or volleyball.

Supervision and Safety Protocols
Our staff is rigorously trained on supervision procedures. No student is ever left unattended. Coaches are equipped with the school's pickup protocol, access to parent contact information, and detailed training on safety, behavioral management, and emergency response.

Pick-Up and Sign-Out Procedures
Each coach maintains a daily-updated list indicating which child is attending aftercare, who is authorized to pick them up, and any specific notes from families. Coaches verify parent/guardian pickup and remain with the student at all times. If a student is not registered for aftercare but left waiting, the coach stays with the child and notifies the parent.

Rainy-Day/Contingency Activity Plan
In case of rain or unforeseen weather, coaches pivot to pre-planned indoor activities held in a covered area or classroom. These include team-building games, movement-based exercises, and skill-building activities tailored to TK/K age levels to maintain engagement and safety.

Proposed Number of Scholarships and Criteria
For every 5 fully paid students, Stanford Park Youth Sports offers 1 scholarship slot for students qualifying for reduced or free lunch. This scales proportionally (e.g., 2 scholarships for 10 students, 3 for 15). Eligibility can be verified in coordination with the school administrator.

Scholarship availability will be communicated clearly to school staff and parents. With a minimum of 8 enrolled students to be able to run the program.

Budget Proposal

- Tuition: $20 per student, per session (5 a week) (billed directly to parents by season (8 weeks. 10 weeks, up to the school)
- Program Duration: 5 days a week, 5 sessions a week 65 minutes long each.
- Included: All necessary sports equipment, trained and background-checked coaches, program coordination, and insurance coverage
- No cost to the school: The program is fully self-funded through parent tuition and operates independently from school budgets or operations

PSA Compliance Statement

Stanford Park Sports LLC received and reviewed the District's Professional Services Agreement (PSA). If selected, Stanford Park Sports LLC agrees to the PSA terms, including indemnity and insurance provisions.

References

1. Marilou Verceles
   St. Simon Parish School
   Phone: (650) 880-1415
   Email: mverceles@stsimon.org
   We have delivered multiple afterschool sports sessions at St. Simon Parish School across several years, building a strong partnership through consistent and high-quality programming.
2. Jason Nunez
   Phillips Brooks School
   Phone: (650) 854-4545
   Email: jnunez@phillipsbrooks.org
   We have successfully run multiple basketball and soccer sessions at Phillips Brooks School, including several full-day, week-long summer camps on more than one occasion.

We are really excited to be able to work with the Mountain View District!

WAY TO GO PROGRAM
HEALTHY KID

Business Proposal

Proposed by:

LUCKIE LEIVA

Office:
600 E Weddell Dr Space 4
Sunnyvale, CA. 94089

408-829-2460
luckie.leiva@waytogoprograms.com
www.waytogoprograms.com

WAY TO GO PROGRAMS
HEALTHY KIDS

A Proposal to collaborate with Mountain View Whisman School District (MVWSD)offering the Way to Go After School Program

Introduction

We are excited to present this proposal to partner with MVWSD in providing a safe, supportive environment for TK–K students under our care. We believe this collaboration presents a unique opportunity to serve your students and community through a trusted, enriching, and values-driven after school program.

The Way to Go After School Program is a well-established 501(c)(3) nonprofit organization that has proudly served children, TK-6, and families in our community for over 25 years.

Our mission is to offer a safe, nurturing, and engaging environment for students after school, with a strong emphasis on their physical, emotional, and academic development.

Program Overview: Healthy Kids Initiative

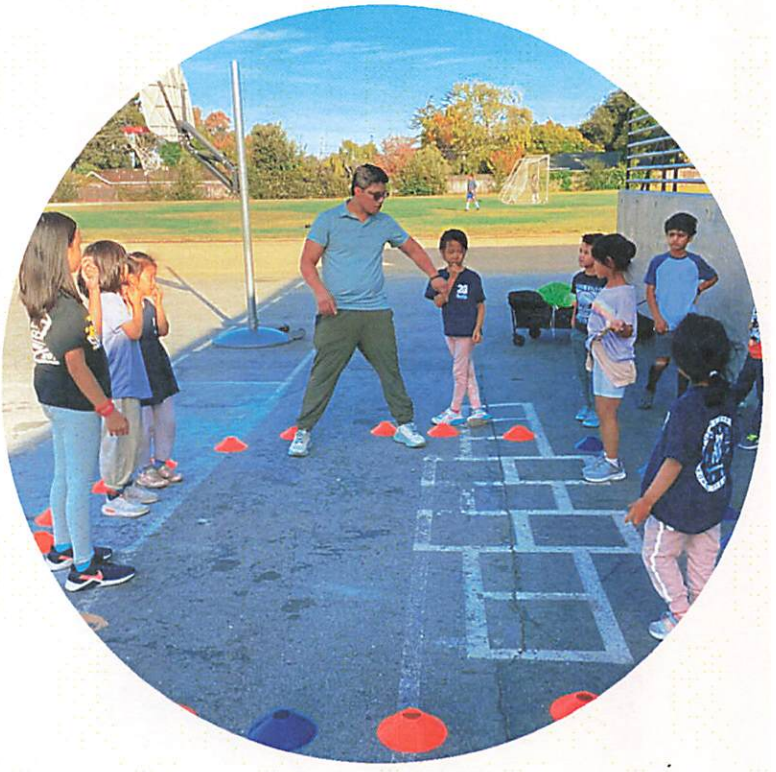
Our current theme, Healthy Kids, supports whole-child wellness through a variety of hands-on, enriching activities. Our program includes:

- *Spanish language exposure*
- *Cooking and nutrition activities*
- *Creative arts and crafts*
- *Organized sports and fitness*
- *Dance and cultural movement*
- *Science experiments and exploration*
- *Homework support time upon request*

All activities are carefully designed to align with the values and developmental needs of elementary-aged children, and we can tailor aspects of the curriculum to best suit the school's goals.

WAY TO GO PROGRAMS
HEALTHY KIDS

Vision/Mission



At Way to Go, our mission is to build strong, healthy communities. We are dedicated to IMPACT, INNOVATE, and INVEST in our students. We are committed to developing HEALTHY kids who strive to benefit their communities. Our organization thrives by offering engaging activities and memorable trips that create lasting experiences-ensuring every child feels at home, even when they're away from home.

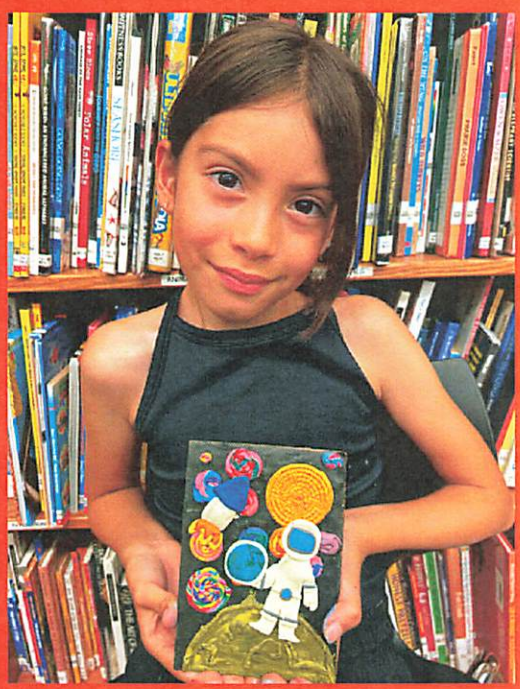
As a team, we value collaboration, innovation, and integrity, and we work tirelessly to provide excellence in our service to families. We believe in fostering positive outcomes and are proud to contribute to a global community impact.

Our commitment to sustainability, diversity, and inclusivity reflects our belief in "HEALTHY KIDS." We continually strive for growth and improvement, staying aligned with the evolving needs of our students and their families-our community.

Together, we aim to achieve overall stability-both professionally and financially-to support future expansion. This includes developing new businesses, such as preschools, launching additional locations (locally, statewide, and nationwide), and reestablishing our support for children's charities, both locally and globally.

At Way to Go, we embrace challenges as opportunities and remain dedicated to making a positive, lasting difference in our community and the world.

WAY TO GO PROGRAMS
HEALTHY KIDS



Benefits to MVWS

- Access to a trusted, established program with over 25 years of community service.
- Minimal administrative effort-we manage all aspects of program implementation, staffing, and curriculum.
- Maintain high-quality programming.
- Reinforcement of values and holistic child development.
- Support for student volunteerism and employment, cultivating future leaders from within your own school community (High school and community college students).

WAY TO GO PROGRAMS
HEALTHY KIDS

Next Steps

1	We would love the opportunity to meet with your leadership team to discuss the details of this proposal, tour the school facilities, and answer any questions
2	Together, we can explore possibilities that will create a vibrant, safe, and inspiring after-school environment for your TK-K students.
3	Talk through utilizing and empowering high school and community college students to lead and serve, along with our experienced and professional staff.

We look forward to the opportunity to serve your families and grow together in education and community. Thank you for considering this partnership.

Warm regards,

Luckie Leiva
Founder & Director
Way to Go Foundation Inc.
408-829-2460
luckie.leiva@waytogoprograms.com

Programs and Insurance

1. Brotherhood Mutual Liability Insurance
2. City License
3. DOJ Compliance Background Check
4. Employers Worker Compensation Insurance
5. ADP Payroll and Record Services
6. Procare Solutions software

Staff Qualifications

1. Child Development courses or degree, previous experience
2. CPR/FIRST AID Certified
3. DOJ Compliance Background Check
4. Vector Courses Training
5. Staff Handbook and Protocols
6. TB test
7. TORT (signature required by all staff)

References

1. *Maureen Israel,* Superintendent Bullis Charter School, misrael@bullischarterschool.com
2. *Karsten Stampa,* Chief of Staff Bullis Charter School, kstampa@bullischarterschool.com
3. *Lizette Hibbert* Principal Los Altos Christian School, Lizette.Hibbert@lacs.com

Bullis CHARTER SCHOOL

WAY TO GO PROGRAMS
HEALTHY KIDS

AFTER SCHOOL PROGRAM

Bullis CHARTER SCHOOL

AFTER SCHOOL PROGRAM 2025

WAY TO GO PROGRAMS HEALTHY KIDS

CLASES

- MAGIC STORYTIME (SPANISH)
- LEADERS IN ACTION
- DANCE WITH DISNEY
- NEXTGEN ATHLETES SPORTS
- FUNFIT EXPLORERS
- MASTER JR CHEFS
- YOUNG INNOVATORS (STEAM)
- ART IN BLOOM

Bullis CHARTER SCHOOL

AFTER SCHOOL PROGRAM 2025

WAY TO GO PROGRAMS HEALTHY KIDS

CLASES

GROUP 1

TK-2 GRADE

GROUP 2

3-5 GRADE

AFTER SCHOOL PROGRAM 2024-2025

BCS NORTH

Bullis CHARTER SCHOOL

WAY TO GO PROGRAMS HEALTHY KIDS

+ Activities subject to change

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3:05 TK-K 3:15 1st	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*
3:30-3:45	Snack ALL STAFF *PICNIC TABLES*	Snack ALL STAFF *PICNIC TABLES*	Snack ALL STAFF *PICNIC TABLES*	Snack ALL STAFF *PICNIC TABLES*	Snack ALL STAFF *PICNIC TABLES*
3:45-4:30	*STEAM* *Mia* *LIBRARY*	*FUNFIT EXPLORERS* Instructor Ximena *FIELD*	*POWER PLAY* XIMENA *FIELD*	*MASTER CHEF JR* ERIKA-Jessica *KITCHEN*	*ART* Consuelo *ART ROOM*
	PICKLEBALL NEXTGEN ATHLETES Coach Miyer *FIELD*	*ART* Consuelo *ART ROOM*	*STEAM* JESSICA *ART ROOM*	*DANCE WITH DISNEY* Ximena-MIA *FIELD*	*STEAM* EMMA ART ROOM
4:35-4:45	*STEAM* *Mia* *ART*	*FUNFIT EXPLORERS* Instructor Ximena *FIELD*	*STEAM* JESSICA *ART ROOM*	*DANCE WITH DISNEY* Ximena-MIA *FIELD*	*STEAM* EMMA ART ROOM
	PICKLEBALL NEXTGEN ATHLETES Coach Miyer *FIELD*	*MAGIC STORYTIME* Consuelo *G ART ROOM*	*POWER PLAY* XIMENA *FIELD*	*MASTER CHEF JR* ERIKA-Jessica *KITCHEN*	*ART* Consuelo *ART ROOM*
4:45-5:30	Bathroom/Play time ALL STAFF *PLAYGROUND*	Bathroom/Play time ALL STAFF *PLAYGROUND*	Bathroom/Play time ALL STAFF *PLAYGROUND*	Bathroom/Play time ALL STAFF *PLAYGROUND*	Bathroom/Play time ALL STAFF *PLAYGROUND*

Bullis CHARTER SCHOOL

AFTER SCHOOL PROGRAM 2024-2025

BCS SOUTH

WAY TO GO PROGRAMS HEALTHY KIDS

+ Activities subject to change

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3:05 TK-K 3:15 1st	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*	Bathroom/Snack ALL STAFF *PICNIC TABLES*
3:40-4:30	*READING TIME* ANA/XIMENA *LIBRARY*	*READING TIME* ANA/MIYER *LIBRARY*	*READING TIME* ANA *LIBRARY*	*PICKLEBALL* *NEXTGEN ATHLETES* Coach Miyer *TRACK*	*MASTER JR CHEF* ERIKA *ART ROOM*
4:15-4:20	Bathroom ALL STAFF	Bathroom ALL STAFF	Bathroom ALL STAFF		
4:20-5:30	*STEAM* EMMA *FIELD*	*POWER PLAY* COACH MIYER *TRACK*	*ART IN BLOOM* ERIKA *ART ROOM*	*MAKER SPACE* CONSUELO *ART ROOM*	*STEAM* ***ANA*** *FIELD*

WAY TO GO PROGRAM
HEALTHY KID

PROGRAM NARRATIVE
&
STATEMENT OF QUALIFICAION

Proposed by:

LUCKIE LEIVA

Office:
600 E Weddell Dr Space 4
Sunnyvale, CA. 94089

408-829-2460
luckie.leiva@waytogoprograms.com
www.waytogoprograms.com

Way to Go After School Program
Application to Serve TK-K Students | Mountain View Whisman School District

Organizational Background and Experience

Way to Go After School Program, operated by Way to Go Foundations Inc., is a well-established 501(c)(3) nonprofit organization with over 25 years of service to children and families in the Bay Area. We are committed to providing high-quality, enriching, and safe environments for students during after school hours.

We are proud to have served Bullis Charter School in Los Altos, both North and South campuses, for the past 18 months, where we have successfully operated our after school programs for TK-6th grade students. Our programs have met and exceeded the expectations of partner schools and families alike.

Program Qualifications for MVWSD

We are pleased to confirm that Way to Go After School Program already meets the core after school provider requirements set forth by Mountain View Whisman School District, including but not limited to:

- Fully vetted and trained staff
- CPR and First Aid certified personnel
- Up-to-date completion of Vector Solutions online training courses
- Background clearance through DOJ/FBI
- Insurance and liability coverage
- Health and safety protocols

Staffing and Qualifications

Our team is composed of experienced and compassionate professionals who understand the developmental needs of young children:

- All staff hold 3–5+ years of experience working with students from TK to 6th grade
- All staff are certified in CPR and First Aid
- All staff members carry a **walkie-talkie** for quick and efficient internal communication, as well as a **first aid kit (fanny pack)** to ensure inmediate response to minor injuries or health needs.
- All staff have completed Vector Solutions courses, including, but not limited to:

    1. Mandated Reporter Training
    2. Blood-borne Pathogens
    3. Playground and Supervision Safety
    4. Emergency Response and Incident Management

Each group of students will be supported by a consistent team of caregivers and educators, maintaining appropriate staff-to-student ratios and providing continuity and trust for students and families. We also would like to consider giving the opportunity to High school and college students with a Child Development career in mind, to volunteer with possible prospects as Teacher Aides.

Supervision and Safety Protocols

Safety is our top priority. We implement the following protocols:

- Daily visual wellness checks at sign-in
- Supervised transitions between school dismissal and program start
- Safe, monitored play and learning environments
- Emergency drills conducted monthly
- Staff carry radios or phones for immediate communication
- Procare Software used for real-time attendance and family communications

Check-In and Pick-Up Procedures

We utilize Procare Software for streamlined family communication and student management. Procare allows us to:

- Track real-time attendance
- Maintain emergency contact and medical information
- Provide automated check-in/check-out with digital signature
- Offer parent alerts for late pickups or emergencies
- Process online payments and view schedules

Contingency and Rainy-Day Activity Plan

In the case of inclement weather or unexpected events, we have a variety of indoor enrichment options:

- Visual arts and crafts
- Cooking and nutrition activities
- Maker Space and STEM activities
- Board games and team-building exercises
- Storytelling, journaling, and cultural exploration

Scholarship Program and Application

Way to Go After School Program is committed to accessibility and equity. We offer a limited number of need-based scholarships each school year. Proposed Scholarship Commitment:

- Up to 5 scholarships available per school site (subject to funding availability)
- Scholarships will cover 25% to 75% of tuition costs
- Criteria for Award:
- Demonstrated financial need
- Single-parent household or caregiver hardship
- Recommendation by school or social service agency
- Commitment to regular attendance

A Scholarship Application Form is included with this proposal. Families will be reviewed on a rolling basis by our scholarship committee.

Budget Proposal

A detailed budget will be provided based on anticipated enrollment, staffing, materials, and program operations. Highlights include:

Budget Item	Estimated Cost
Staff Wages & Benefits	$45,000 - $65,000 per site/year
Materials & Supplies	$3,500/year
Software & Admin (Procare)	$2,000/year
Enrichment Activities	$2,500/year
Insurance & Licensing	$2,000/year
Total Estimated Cost	$55,000 - $65,000/year

Tuition & Fees:

Families are charged based on their selected plan. A current year Rate Sheet is attached with this application.

Conclusion

We are excited about the opportunity to partner with Mountain View Whisman School District in offering a nurturing and enriching after school environment for TK-K students. Our organization has the experience, systems, and passion to deliver outstanding care, and we look forward to bringing our services to your schools.

WAY TO GO PROGRAM
HEALTHY KID

Rate Sheet Attachment Reference Page
Way to Go After School Program

Rate Sheet Reference – 2025-2026 Academic Year
(Attached separately with application)

Our program offers a range of flexible monthly and daily rates to meet family needs.

Key Fee Options Include:

- *Full-Time Monthly (5 Days/Week)*
- *Part-Time Monthly (3 Days/Week)*
- *Daily Rates*
- *Minimum Day Add-On Fees*
- *Sibling Discounts*

A full Rate Sheet is attached for your reference, including details on:

- *Monthly Tuition Plans*
- *Daily Rates*
- *Hours of Operation*
- *Payment Policies*

"Please note that fees will be adjusted upon acceptance of our program to serve the Mountain View Whisman School District (MVWSD)."

Families can register and pay through Procare Software, which supports scheduling, billing, and family communication.

For questions regarding the rate sheet, please contact:
Luckie Leiva, Founder and Programs Director
(408) 829-2460
luckie.leiva@waytogoprograms.com

Bullis CHARTER SCHOOL

2025-2026

RATES AND CALENDAR

WAY TO GO PROGRAMS HEALTHY KIDS

DAILY FEES	
No School Day 8:30am – 5:30pm	$125.00
Early Dismissal Day 12:00 PM – 5:30 PM	$100.00 /$35.00 MF
2:30 PM – 5:30 PM	$80.00
3:05 PM – 5:30PM	$70.00
3:15 PM – 5:30 PM	$65.00

Aditional 10% off the daily fee for sibblings

HOURLY RATES	
After School Hourly Rate 4:30pm – 5:30pm	$35.00
Late Pick-up (After 5:30-6:00 PM)	$20.00
After 6:00pm	$1 per minute

SPECIAL CAMPS	
Thanksgiving	November 24-26
Winter Wonderland	December 22-24 & 29-31
Winter break	February 17-20
Summer	June 8- July 31

AUGUST	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	**$650.00**

SEPTEMBER	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$945.00

OCTOBER	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$945.00

NOVEMBER	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$585.00

DECEMBER	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	**$675.00**

JANUARY	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	**$810.00**

FEBRUARY	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	**$675.00**

MARCH	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$990.00

APRIL	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$765.00

MAY	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$900.00

JUNE	
Monday - Friday	MONTLY FEE
3:00 PM - 5:30 PM	$180.00

SPECIAL DAYS & HOLIDAY SCHEDULE 2024 - 2025	
First Day of After School	Tuesday, August 12, 2025
Labor Day	Monday, September 09, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Break	November 24 – November 28, 2025
Winter Holidays	December 22, 2024 – January 02, 2025
Back to After School	Tuesday, January 06, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026
President's Day	Monday, February 16, 2026
Winter Recess	February 17, 2024 – February 20, 2026
Spring Break	April 06 – April 10, 2026
Memorial Day	Monday, May 25, 2026
Last Day of After School	Thursday, June 4, 2026

	Geof	Erica	Jenny	Total
KASSIRER SPORTS	93	75	89	257
EASY SPANISH	91	81	84	256
BALD EAGLE CAMPS	92	77	74	243
WAY TO GO	86	81	73	240
STANFORD PARK	82	65	81	228
MARKEL/LEAPSTART	73	66	74	213
COACH KEN	70	82	59	211
MYWAY DANCE	63	64	68	195

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on Aug 5, 2025 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Kona Ice ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

$375 for up to 60 minutes service and up to 50 12 oz servings for staff event.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 375.00

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: Aug 13, 2025 Services End Date: Aug 13, 2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☐ Signed Agreement
☐ Insurance Certificates & Endorsements
☐ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Kona Ice
1400 Montecito Ave.	**Street**	
Mountain View, CA 94043	**City, Sate, Zip**	Mountain View
Attn: Chief Business Officer	**Attn:**	Simona Benjamin, sbenjamin@kona-ice.com, 408-859-9802

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: SB

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Shelly Hausman SH

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** None required

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: SH

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: SB

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: SB

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 81-3889104

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor** Kona Ice MTV / DELUPAN LLC
Dated: Aug 8, 2025	**Name:** Dated: August 5, 2025
Signature: [signature]	Signature: SBenjamin
Print Name: Shelly Hausman	Print Name: Simona Benjamin
Print Title: Shelly Hausman, PIO	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: 11 Aug, 2025
Signature: _____	Signature: [signature]
Print Name: _____	Print Name: JEFFREY BAKER
Print Title: _____	Print Title: SUPT.

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Mountain View Whisman School District

Shelly Hausman <shausman@mvwsd.org>

Aug 13 event?

Kona Ice of Mountain View <sbenjamin@kona-ice.com> Mon, Aug 11, 2025 at 6:07 PM
To: Shelly Hausman <shausman@mvwsd.org>

confirming that I have read the section 8 of the agreement that i have submitted

Thank you
Simona

Simona Benjamin
Kona Ice of Mountain View
sbenjamin@kona-ice.com
www.kona-ice.com
C 408 859 9802
O 650 772 2400

Check out our *NEW* Coffee Truck!

TRAVELIN' TOM'S COFFEE TRUCK

Travelin' Tom's Coffee Mountain View
sbenjamin@travelintomscoffee.com
(650) 582-6968

[Quoted text hidden]

Mountain View Whisman School District

Shelly Hausman <shausman@mvwsd.org>

Event Booked

3 messages

Kona Ice of Mountain View <sbenjamin@kona-ice.com> Sat, Aug 2, 2025 at 8:47 AM
To: shausman@mvwsd.org
Cc: sbenjamin@kona-ice.com

Hi Shelly Hausman,

Thanks for scheduling with Kona Ice! We are looking forward to adding some excitement and ambiance to the occasion. We have created a reservation as follows:

Event Contact: Shelly Hausman

Email: shausman@mvwsd.org

Contact #:

Address: 1175 Castro St, Mountain View, CA 94040, Mountain View, CA, 94040

Event Start Date: 13-Aug-2025 02:45 PM (US/Pacific)

Event End Date: 13-Aug-2025 03:45 PM (US/Pacific)

Pricing:

$375 for up to 60 min service and up to 50 12oz servings

Customer will pay at the end with a credit card

Let us know if you notice any discrepancies, otherwise, we look forward to serving up smiles & konas!

Regards,

Simona

Kona Ice of Mountain View

sbenjamin@kona-ice.com

www.kona-ice.com

C 408 859 9802

O 650 772 2400

Kona Ice is more than just a business; we are deeply rooted in the community. We partner with local schools, sports organizations, and other non-profits all over the country. We can help you reach your fundraising goals while serving up smiles with a fun and sweet Kona Ice experience.

Copyright © 2025 Kona Ice, All rights reserved.

Shelly Hausman <shausman@mvwsd.org> Mon, Aug 4, 2025 at 9:48 AM
To: Nancy Villalba <nvillalba@mvwsd.org>

Here's a more formal looking quote from them if it's useful
[Quoted text hidden]
--
Shelly Hausman
Public Information Officer
Office of the Superintendent
Mountain View Whisman School District
650-526-3500 ext 1027
www.mvwsd.org

Shelly Hausman <shausman@mvwsd.org> Mon, Aug 4, 2025 at 12:37 PM
To: Grace Heemstra <gheemstra@mvwsd.org>

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

August 13, 2025

Dear Board of Trustees,

If the Board decides not to approve this contract, I, Jeffrey Baier, will personally assume full financial responsibility for this contract. These refreshments were provided to all MVWSD employees during the All Hands Meeting on August 13, 2025.

Sincerely,
Jeffrey Baier

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Kona Ice

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services**

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 13, 20 25	Date:	August 13, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Language Line Services LLC (approved vendor)

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services (MOT or CBO)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	11 Aug, 2025	Date:	12 Aug, 2025
Print Name:	Geoff Chang	Print Name:	Cathy Baur
Print Title:	Director of Federal, State, and Strategic Pgms	Print Title:	Associate Superintendent

Checklist not required for school sites

TSSP - Interpretation Services Pgs 0214 - $6,000

Language Line Services, Inc.

Master Service Agreement

Client Name ("Customer"): **Mt View Whisman School District Per CA Multiple Award Schedule (CMAS) 4-23-06-1037**	Client # (if applicable): **598974**

Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation **240+ languages 24/7/365, in seconds** **Via phone, video and mobile** Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting ® LanguageLine Phone℠ Interpreting LanguageLine Mobile℠ LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation **130+ languages via onsite or video** Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization **380+ languages** **Via human, machine translation, automation and other technologies** Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training **57 languages** Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

2. **PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.

3. **USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the

Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.

7. **LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT

OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.

9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.

10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.

11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.

12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. **ADDITIONAL TERMS.**

(a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

(b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.

(c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.

(d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and

interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

(e) **BINDING EFFECT**. This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

(f) **CONSTRUCTION**. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

(g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.

(h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.

(i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.

(j) **COMPLIANCE**. Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. **ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine

Language Line Services, Inc.

Master Service Agreement

Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Language Line Services, Inc.

Statement of Work
LanguageLine® Phone℠ Interpreting

Client Name ("Customer"): **Mt View Whisman School District**	Client # (if applicable): **598974**

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

(a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived

(b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID ..... Waived

(c) **MONTHLY MINIMUM** per CID ..... Waived

(d) **PLATFORM ACCESS FEE** per call ..... Waived

(e) **THIRD PARTY DIAL OUT FEE** per call ..... Waived

(f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived

(g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment $200.00

(h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	$0.97

1.3. PHONE INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

(b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone $4.50

1Solution Dual Handset IP Phone $12.50

Panasonic® Cordless Phone with Dual Handsets $10.50

(c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer $175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone $60.00
1Solution Dual Handset IP Phone $150.00
Cordless Phone with Dual Handsets $125.00
Panasonic Headset $25.00
Handsets $10.00
Handset Splitters (price per unit) $6.00
Wall Splitters (price per unit) $6.00

2. OTHER FEES

2.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

2.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer $1.75

2.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour	$250.00
(b) Report maintenance per month	$30.00
(c) Training assistance on site per day per training	$500.00
(d) Training materials development per hour	$179.00

Statement of Work
LanguageLine® Phone[SM] Interpreting

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Learning Genie Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	T.W. Kemper	Signature:	
Date:	July 9, 20 25	Date:	July 9, 2025, 20____
Print Name:	Terri W. Kemper	Print Name:	Cathy Baur
Print Title:	Director, Preschool Programs	Print Title:	Associate Superintendent

For Department: Educational Services Dept. Learning Genie $2,822.40

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Learning Genie Inc. ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Web-based student portfolio and assessment modules to support the administration, data analysis, and data submission of the state-mandated DRDP.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 2,822.40

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 07/01/2025 Services End Date: 06/31/2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Learning Genie Inc.
1400 Montecito Ave.	**Street**	5962 La Place Ct, Suite 270,
Mountain View, CA 94043	**City, Sate, Zip**	Carlsbad, CA, 92008
Attn: Chief Business Officer	**Attn:**	CEO, Co-Founder Gene Shi

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: Not applicable

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Terri W. Kemper TWK

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** Not applicable

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: TWK

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: G.S

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: Not Applicable

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 61-1713086

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 120-6105-0-5846-00-0001-1000-000000-009-0275

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	**Contractor:**
Mountain View Whisman School District	**Contractor Name:** Learning Genie Inc.
Dated: June 4, 2025	Dated: May 23rd, 2025
Signature: T W. Kemper	Signature:
Print Name: Terri W. Kemper	Print Name: Gene Shi
Print Title: Director, Preschool Programs	Print Title: CEO, CoFounder

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: Cathy Baur	Print Name: Jeffrey Baier
Print Title: Associate Superintendent	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Lubin Olson & Niewiadomski LLP

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. Engagement Agreement

☑ **Contract for Professional Services / Special Services**

- ☑ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	8-12, 20 25	Date:	12 AUG, 2025
Print Name:	Rebecca Westover	Print Name:	Jeff Baier
Print Title:	CBO	Print Title:	Superintendent

Checklist not required for school sites

LUBIN | OLSON
LUBIN OLSON & NIEWIADOMSKI LLP
THE TRANSAMERICA PYRAMID
600 MONTGOMERY STREET, 14TH FLOOR SAN FRANCISCO, CALIFORNIA 94111
TEL 415 981 0550 FAX 415 981 4343 WEB lubinolson.com

August 12, 2025

ATTORNEY-CLIENT FEE AGREEMENT

This agreement for legal services ("Agreement") is entered into between Lubin Olson & Niewiadomski LLP, a California limited liability partnership ("LON", "we" or "us"), and Mountain View Whisman School District, a California school district (collectively, "Client" or "you"). LON's representation of the Client does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own agreement, and would depend on our review and disclosure of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

1. **SCOPE OF SERVICES**. Client is engaging LON to provide legal advice and services in the following matter(s): Tenants-in-Common agreement for property located at 699 North Shoreline Boulevard, Mountain View, California ("Matter"). We will provide those legal services reasonably required to represent you, keep you informed of the status of the Matter and respond to your inquiries. This Agreement will govern all future services we perform for you with respect to any such new matter(s) identified in writing, unless we make a different agreement with you in writing. Our services do not extend to valuation, accounting, insurance coverage, financial advice or other business, personal or legal affairs of the Client or to any other aspect of the Client's activities. Legal services that are excluded under this Agreement specifically include, but are not limited to, patent, insurance coverage and tax. Client should consider obtaining advice from a tax practitioner concerning tax matters. All of LON's attorneys are licensed to practice law in California. If Client needs advice regarding the laws of other states or countries, we advise Client to consult with counsel licensed to practice law in those jurisdictions.

2. **RETENTION OF FIRM**. By this Agreement, you are retaining the law firm of LON. Robert S. Miller, whose current billing rate is $900.00 per hour, will be the attorney primarily responsible for the Matter. Mr. Miller, when appropriate in his discretion, may delegate the services to other attorneys or legal assistants within the firm.

3. **CLIENT'S DUTIES**. You agree to be truthful with us, to cooperate, to keep us informed of any relevant information or developments which may come to your attention, to abide by this Agreement, to pay our bills within thirty (30) days after they have been sent to you, and to keep us advised of your address, telephone number and whereabouts.

4. **DEPOSITS**. As a professional courtesy, we will not require an initial deposit for this Matter, but we reserve the right to require an advance deposit for this Matter in the future or for any new matter. Any such deposit will be held in a trust account. Any interest earned on this deposit will be paid, as required by law, to the State Bar of California to fund legal services for indigent persons. You acknowledge that any such deposit is not an estimate of total fees and costs, but merely an advance for security. If you fail to pay our invoices on a timely basis, you authorize us to use the funds on deposit to pay our fees and costs. You agree to pay all deposits within thirty (30) days of our demand for same. Any unused deposit at the conclusion of our services will be refunded.

5. **LEGAL FEES AND BILLING PRACTICES**. You agree to pay us by the hour at our prevailing rates for time spent on the Matter by our personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases. If you refuse to pay our fees after a rate increase, we will have the right to withdraw as your attorneys.

We will charge you for all of the time we spend providing legal services to you under this Agreement, including, but not limited to: conferences and meetings, legal research, correspondence, reviewing and drafting legal documents, telephone calls and emails with you, or made on your behalf. The legal personnel assigned to the Matter will confer among themselves about the Matter, as they consider appropriate. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting or other proceeding, each will charge for the time spent. We will charge for travel time, both local and out of town.

We make no promises or representations about the total amount of attorneys' fees to be incurred by you under this Agreement.

6. **COSTS AND OTHER CHARGES**. We will incur various costs and expenses in performing legal services under this Agreement. You agree to pay those costs and expenses in addition to our hourly fees. The costs and expenses commonly include fees fixed by law or assessed by government agencies, fees for computerized legal research, messenger and other delivery fees, postage, travel expenses (such as air fare, ground transportation, meals and lodging), photocopying and other reproduction costs, clerical staff overtime when required to meet your deadlines, and similar items. LON will not pay costs on Client's behalf in excess of $1,000, unless special arrangements are made or the nature of the expense requires it (such as paying travel expenses). LON does not take responsibility for paying fees and expenses of third parties, such as expert consultants, investigators, title companies, and the like, which will be the Client's responsibility and may be billed directly to the Client. You agree to pay the fees and charges of such persons, even if they direct their invoices to LON.

If LON or any current or former employee of LON is asked or required by a third party to testify or produce documents as a result of LON's representation of the Client, the Client agrees to pay LON for any resulting costs or expenses, including LON's time, even if LON's representation of the Client has ended. This paragraph does not apply to any claim brought by Client alleging wrongdoing by LON.

7. **MONTHLY STATEMENTS AND INTEREST**. We will send you monthly statements as of the last day of every calendar month for fees and costs incurred and the current balance owed. Each statement will be due within thirty (30) days of its date. Thereafter, interest will be payable on the unpaid balance at the rate of ten percent (10%) per annum, regardless of whether LON's invoices show interest charges.

8. **DISCHARGE AND WITHDRAWAL**. You may discharge us at any time, with or without cause, by written notice which will be effective when we receive it. We will provide no further services and advance no further costs on your behalf after receipt of such a notice. We may withdraw with your consent or without your consent for good cause. Good cause includes your breach of this Agreement, including your refusal to timely pay our invoices or to cooperate with us. Good cause further includes your refusal to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. Notwithstanding such discharge or withdrawal, you will remain obligated to pay us at the agreed rates for all services provided, and to reimburse us for all costs advanced, before the effective date of discharge or withdrawal.

9. **DOCUMENT RETENTION POLICY**. Upon the termination of our services you will have the right to receive all of your client papers and property maintained by our firm during our representation of you. Client papers and property includes correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports (but does not include the undisclosed work product of our attorneys). If you do not request the return of your client papers and property upon the termination of our services for you, we will maintain those records for a period of five years. Upon the expiration of five years, you hereby consent to our disposal of your client papers and property.

10. **DISCLAIMER OF GUARANTEE AND ESTIMATES**. Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your Matter. We make no such promises or guarantees. Our comments about the outcome of your Matters are expressions of opinion only. Any estimate of fees given by us will not be a guarantee.

11. **DISPUTES SUBJECT TO ARBITRATION**. In any dispute over attorneys' fees, you have the statutory right to arbitrate under the fee arbitration procedures of the California State Bar set forth in California Business and Professions Code, beginning at Section 6200. The arbitration award under these procedures shall be non-binding unless both parties consent to a binding award. Prior to or at the commencement of any arbitration that we bring against you for unpaid fees, we will send you a written notice of your right to arbitrate under these provisions. If, after receiving notice of this right to arbitrate, you do not elect the State Bar fee arbitration procedure, any such dispute will be resolved by binding arbitration as provided in the paragraph below.

Any fee dispute that is not resolved by the State Bar arbitration procedure, and all other disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this arbitration provision, will be determined by

binding arbitration in San Francisco, California. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures, provided, however, that all such disputes, claims or controversies that do not exceed $250,000 (or the then-applicable threshold set by JAMS), excluding attorneys' fees and costs, will be administered by JAMS pursuant to its Streamlined Arbitration Rules. Copies of the rules may be found at https://www.jamsadr.com/, and we will make them available to you upon request. There will be a single arbitrator who will be a retired judge. If the parties cannot agree on an arbitrator, then JAMS will select an arbitrator for the parties pursuant to its normal procedure for selecting an arbitrator when parties cannot agree. The parties agree to share equally in the costs of arbitration. If any party fails or refuses to pay its case administration or arbitrator fees to JAMS in a timely manner, the other party may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees. **YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU WAIVE THE RIGHT TO SUBMIT THE DISPUTE FOR DETERMINATION BY A COURT AND THEREBY ALSO WAIVE THE RIGHT TO A JURY OR COURT TRIAL.** This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator, to the prevailing party; however, the arbitrator may not allocate attorneys' fees as part of the Award. The party seeking enforcement of the Award will be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. This arbitration provision will survive termination of this Agreement and LON's engagement. This arbitration provision may not be waived, except by a written waiver agreement signed by the parties.

12. **INTERNAL COMMUNICATIONS**. There are occasions when lawyers in our firm find it useful and helpful to discuss our professional obligations to you with lawyers experienced in such matters. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between LON and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between LON and the Client regarding the Matter. You hereby agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either the Firm's in-house general counsel or, if we choose, outside counsel) we have your consent to do so. Any such communications are and will be deemed to be communications protected by the Firm's attorney-client privilege, and our representation of you will not, thereby, waive any attorney-client privilege that the Firm may otherwise have protecting the confidentiality of our communications with counsel.

13. **EFFECTIVE DATE**. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we perform for you.

14. **CALIFORNIA LAW AND VENUE**. This Agreement is entered into in San Francisco, California and will be governed by California law. The San Francisco County

Superior Court will be the only court in which the parties may file a petition to enforce the arbitration provision in this Agreement or a lawsuit in the event that the arbitration provision in this Agreement is waived by the parties or not enforced by the San Francisco County Superior Court.

15. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

16. **SEVERABILITY**. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

17. **COUNTERPARTS**. This Agreement may be signed in counterparts by the Parties hereto and will be valid and binding on each party as if fully executed all on one copy. Facsimile and electronic signatures will be deemed originals.

18. **NOTICES TO YOU**. The following address and telephone numbers are those you have instructed us to use to contact you:

Name:	Mountain View Whisman School District
Address:	1400 Montecito Ave. Mountain View, CA 94043 Attn: Rebecca Westover
Telephone Number:	650-526-3500
Email:	rwestover@mvwsd.org

If you change your address or telephone numbers, you agree to notify us in writing within seven (7) days of such change(s) of your new address and/or telephone number.

19. **JOINT AND SEVERAL OBLIGATIONS**. If more than one person executes this Agreement, each party executing this Agreement below in their individual capacity or in their capacity as a manager, officer or partner of a legal entity, or the trustee of a trust, agrees that he, she or it, as the case may be, shall be jointly and severally liable for all obligations under this Agreement, including the obligations to timely pay our invoices.

Dated: August 12, 2025

LUBIN OLSON & NIEWIADOMSKI LLP

By: Robert Miller
Robert S. Miller, Partner

Each of the undersigned has read and understands the terms of this Agreement and those set forth on the attached Rate Schedule and agrees to them, as of the date Lubin Olson & Niewiadomski LLP first provide services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. Client will receive a fully executed duplicate of this Agreement.

Dated: August 12, 2025

Mountain View Whisman School District

By: _____
Name: ~~Rebecca Westover, Ed.D~~ Jeff Baier
Its: ~~Chief Business Officer~~ Superintendent

LUBIN | OLSON
LUBIN OLSON & NIEWIADOMSKI LLP

RATE SCHEDULE
(As of November 1, 2024, Subject to Future Adjustment)

IDENTIFICATION

Client: Mountain View Whisman School District
Matter: Staff Housing TIC Agreement

HOURLY RATES FOR LEGAL PERSONNEL

Partners:	$575 to $1,050
Of Counsel:	$525 to $675
Associates:	$425 to $615
Legal Assts.:	$190 to $410

STANDARD CHARGES

We charge for our time in units of .10 hours.

COSTS AND EXPENSES

Mileage — Standard mileage rate promulgated by the IRS

Clerical staff overtime when required to meet your deadlines will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater.

All other costs will be charged at our actual cost.

SUBJECT TO CHANGE

We normally increase our hourly rates annually as of November 1 and our invoices will reflect those increased rates should they occur. If you decline to pay any increased rates or charges, we will have the right to withdraw as your lawyers.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on Aug 5, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Luv's Brownies ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

$1550 for 150 servings of brownies for staff event. Includes hourly charge and travel charge.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 1550.00

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: Aug 13, 2025 Services End Date: Aug 13, 2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☐ Signed Agreement
☐ Insurance Certificates & Endorsements
☐ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Luvs Brownies
1400 Montecito Ave.	**Street**	1442 A Winchester Blvd #249
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, Ca 95128
Attn: Chief Business Officer	**Attn:**	Andrea

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [signature]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District..

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Shelly Hausman SH

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** None required

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here: SH

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O). If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: [signature]

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. Compliance with Orders. Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, Influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. Infectious Disease & Extra Work.

2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

2.1.1. It occurred after the date the Parties entered into this Agreement;

2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. Infectious Disease Release. Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☑ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 20-4611425

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement.

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor
Mountain View Whisman School District	Contractor Name: Andrea Lacy
Dated: Aug 8, 20 25	Dated: 8/7/25, 20 25
Signature:	Signature:
Print Name:	Print Name: Andrea Lacy
Print Title: Shelly Hausman, PIO	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: 11 Aug, 20 25
Signature:	Signature:
Print Name:	Print Name: JEFFREY BAKER
Print Title:	Print Title: SUPT.

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

8.1.2025

Invoice No. 0813

ɔntact
ıusman

View Whisman School

ro Street
View

ıy, August 13
45pm - Serve

Quantity	Description	Unit Price	Total
75	Original Heart-Shaped Brownie	$8.50	$637.50
75	Brownie S'more	$8.50	$637.50
2	Hourly Charge	$75.00	$150.00
	Travel Charge (gas, propane, generator)	$125.00	$125.00
Total Due			**$1,550.00**

Thank you for your business!

Home of the Original Heart-Shaped Brownie!

LUV'S BROWNIES

(408) 757-8009

1442 S. Winchester Blvd #249
San Jose, CA 95128

www.luvsbrownies.com

Mountain View
Whisman
School District

District Office
T 650.526.3500
1400 Montecito Ave.
Mountain View, CA 94043

August 13, 2025

Dear Board of Trustees,

If the Board decides not to approve this contract, I, Jeffrey Baier, will personally assume full financial responsibility for this contract. These refreshments were provided to all MVWSD employees during the All Hands Meeting on August 13, 2025.

Sincerely,
Jeffrey Baier

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Luv's Brownies

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services**

- ☒ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 13, 20 25	Date:	August 13, 20 25
Print Name:	Shelly Hausman	Print Name:	Jeffrey Baier
Print Title:	Public Information Officer	Print Title:	Superintendent

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and MAMAVA, INC. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

Contractor to provide all labor, materials, and equipment relocate the Mamava Pod. This includes disassembly safe transport to the new location, staging, reassembly, and commissioning to ensure the Pod is fully operational All work will be completed per Mamava's specifications and guidelines. Three pods will be moved: Stevenson, Crittenden, and Monta Loma.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 8961.00

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: August 25, 2025 Services End Date: September 30, 2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Mamava, Inc.
Street 180 Battery St., Ste 210
City, Sate, Zip Burlington, VT 05401
Attn: _____

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: td

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** td

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here:

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: td

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: td

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 47-26292230

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Planes Companies
Dated: July 22nd, 2025	Dated: July 25th, 20 25
Signature:	Signature: Tim Dawson
Print Name: Dalewyn Spinks	Print Name: Tim Dawson
Print Title: Director, MOT	Print Title: Coordinator

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

SERVICE SALES QUOTE

180 Battery Street
Suite 210
Burlington, VT 05401-5334
Ph: 802-347-2111
www.mamava.com

Customer

Mountain View Whisman School Distri
1400 Montecito Avenue
MOUNTAIN VIEW, CA 94043
United States

Quote No.	Quote Date	Validity Date	Payment Terms
SVCQ250132	7/14/2025	10/12/2025	Net 30

Product	Description	Quantity	UOM	Gross Price	Discount	Line Total
Serial Number:	**MMV-3320**					
SVC-VST-002	Service Visit	1	EA	$2,987.00	$0.00	$2,987.00
SVC-VST-002	Service Visit	1	EA	$2,987.00	$0.00	$2,987.00
SVC-VST-002	Service Visit	1	EA	$2,987.00	$0.00	$2,987.00

Sales tax will be applied to this invoice if sales tax exemption is not provided.

Tax excluded line total	**$8,961.00 USD**

Quote Approval Signatures

Mamava, Inc. Representative

Mountain View Whisman School Distri Representati

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: MAMAVA, INC.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	JULY 28, 2025	Date:	July 30, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Membean, Inc.
10940 SW Barnes Rd, #233
Portland, OR 97225, USA
Phone: (866) 930-6680
Fax: (503) 536-2190

QUOTE

Date	8/6/2025	Prepared By	Lizzie at Membean
Estimate Number	EST - 30627	Email	lizzie.teuber@membean.com
Subscription Years	2025-2026		

Bill To
Crittenden Middle School
1701 Rock St
Mountain View, California 94043
United States

Item	Description	Quantity	Rate	Total Price
Student Subscriptions	Each student is given a unique account.	625.00	$10.00	$6,250.00
Teacher Subscriptions	Each teacher gets a special account to manage classes, issue assessments, and track progress through detailed analytics.	7.00	$50.00	$350.00
Discounts	Special discount. This discount will remain until '27-28 school year.	1.00	($1,000.00)	($1,000.00)

We look forward to your business.

Subtotal	$5,600.00
Grand Total	$5,600.00

Terms & Conditions

Subscriptions start on the first day of the fall term (the start of a school year) or the invoice date (whichever comes later). Subscriptions expire at the end of summer break. Students can continue to use Membean to prepare for standardized tests or to further develop their vocabulary during this time.

This is an estimate. When you are ready to move forward with the purchase, please:

a) Confirm you are ready for an invoice (due 30 days upon receipt)

-OR-

b) Send us a Purchase Order via email, fax, or snail-mail. We will process it and send you an invoice.

Once an invoice has been generated, we will confirm your subscription and send instructions via email.

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Milpitas Electric Inc. (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

The contractor shall install, maintain, and repair electrical systems and equipment at all district sites. Work includes wiring, panels, lighting, outlets, and related electrical. The contractor shall provide all labor, materials, and tools, ensure all work meets code, and complete tasks with minimal disruption to schools.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Total Labor and Materials Not to Exceed $65,000

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Milpitas Electric Inc.
1400 Montecito Ave.	**Street**	2257 Shiloh Ave.
Mountain View, CA 94043	**City, Sate, Zip**	Milpitas, CA 95035
Attn: Chief Business Officer	**Attn:**	

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: DD

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks DS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** DD

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: DS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: DD

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: DD

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 61-1530892

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5611-00-0000-8200-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Milpitas Electric Inc
Dated: July 13th, 2025	Dated: 7.14 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Don Davis
Print Title: Director, MOT	Print Title: CFO

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 31, 2025	Dated: 31 JUL, 2025
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 10:00:54 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

MILPITAS ELECTRIC, INC.

2257 Shiloh Ave • Milpitas, Calif. 95035
License # 903463

Dear Valued Customer,

Thank you for choosing Milpitas Electric, Inc. as your trusted electrical service provider. We are committed to delivering high-quality service and dependable solutions at a fair price.

As we continue to experience rising operational costs, we find it necessary to adjust our rates to maintain the level of service you expect from us. Effective January 1, 2025, our standard hourly rate for prevailing wages will be $210.00.

Minimum Hourly Charges Breakdown: Prevailing Wages

1. **Within a 20-Mile Radius**
    - 2-hour minimum per call
    - Time begins when our team leaves the shop
    - Time spent picking up materials will be added to the total labor hours
2. **Outside a 20-Mile Radius (Regular Hours: 7 AM – 3 PM)**
    - 4-hour minimum per person
3. **After Hours (3 PM – 7 AM)**
    - 8-hour minimum per person
    - Unless otherwise discussed and approved in advance
4. **Weekends**
    - 8-hour minimum per person
    - Unless approved prior to arrival
5. **Emergency Calls**
    - 4 to 8-hour minimum per person depending on the time and day of service
    - **Sunday emergency work is billed at double time (8-hour minimum per person)**
6. **Travel Time**
    - Charged from the shop or previous stop
    - Applies both to and from job sites outside the 20-mile radius
7. **Material Handling / Mobilization of project**
    - Time spent acquiring materials will be included in the labor hours
8. **Crew Size**
    - Most service calls require a two-person crew depending on type of emergency

Hourly Rates:

- **Regular Rate:** $210.00/hour (Items 1 & 2)
- **Overtime Rate:** $315.00/hour (Items 3, 4 & 5)
- **Double Time Rate:** $420.00/hour (Based on CA labor laws)

Materials & Overhead:

- **Material Markup:** 25% (includes any freight charges)
- **Overhead Fee:** 5% of total project cost

We truly value your continued trust in Milpitas Electric, Inc. and look forward to serving your electrical needs with the same level of excellence and reliability. If you have any questions regarding these changes or your upcoming projects, please do not hesitate to reach out.

Sincerely,
Don Davis - CFO

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Milpitas Electric Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☑ **$50,001 and above**, completed the following items:
  - ☑ 1 proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☑ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 10:01:47 -07'00'
Date:	July 17, 2025	Date:	July 31, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Obelisk Landscape Irrigation Service (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

Provide routine and seasonal landscaping services to include trimming, mulching, irrigation repairs, planting in accordance to district standards to maintain district grounds in a clean, safe, and attractive conditions.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Not to exceed based on Price Sheet $25,000

3. Contract Dates "Agreement Time"

Services Start Date: August 11, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Obelisk Landscape Irrigation Services
1400 Montecito Ave.	**Street**	1999 South Bascom Ave
Mountain View, CA 94043	**City, Sate, Zip**	Campbell, CA, 95008
Attn: Chief Business Officer	**Attn:**	Jovanni Avalos

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: JA

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks DS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** JA

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: DS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JA

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JA

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 99-4467892

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5676-00-0000-8200-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Obelisk Landscape Irrigation service
Dated: August 8th, 2025	Dated: 8-1-25, 20___
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Jovanni Avalos
Print Title: Director, MOT	Print Title: CEO

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: August 11, 2025	Dated: 12 August, 2025
Signature:	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Obelisk Landscape Irrigation Services
Jovanni Avalos
CEO I Obelisk L.I.S
Work: (669) 369 – 9622
Jovannia@obelisklic.co.site
1999, South Bascom Ave, Campbell, CA, 95008
https://obelisklis.net

OBELISK

Contract Amendment

Categories	Labor & Material
Sprinkler repairs	$120.00
Lateral repairs	$160.00
Valve replaceement	$650.00
Solenoid replacement	$120.00
Back Flow Replacements w/ Concrete	$4,400.00
Trouble Shooting / Wire Tracing	$200.00
1 Gal Plants	$25.00
5 Gal	$65.00
10 Gal	$160.00
15 Gal	$280.00
24 Box	$650.00
Z Best Organic Compost Per Yard	$100.00
Mulch per yard	$150.00
Rock Per Yard	$350.00
Labor	**Hourly Rate**
Irrigation	$80.00
Construction	$90.00
Trees	$140.00
Irrigation Emergency / After Hours	$200.00
Tree Emergency / After Hours	$250.00

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Obelisk Landscape Irrigation Service

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☑ **Contract for Services (*NOT* Special Services)**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 11, 2025	Date:	August 13, 2025
Print Name:		Print Name:	Dr. Rebecca Westover
Print Title:		Print Title:	Chief Business Officer

For Department:

Checklist not required for school sites

OPTERRA
ENERGY SERVICES

DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N02.25_002

Acceptance and Notice to Proceed

Scope of work to be included: Replace the failed 225 amp breaker and repair thermal damage from the failure at Gabriela Mistral - Mariano Castro Elementary School.

Cost: $5,127.64*

*Payment and performance bond not included.

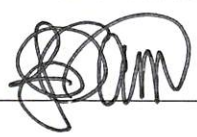
Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days.

Payment to OPTERRA Energy Services, LLC is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by OPTERRA Energy Services, LLC to Customer in a lump sum upon the completion of the work under this Work Order. Customer will pay OPTERRA Energy Services, LLC the full invoiced amount within thirty (30) calendar days after its receipt of the corresponding invoice

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes OPTERRA Energy Services, LLC to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

CUSTOMER:		**OPTERRA:**	
Mountain View Whisman School District		OPTERRA Energy Services, LLC	
By:		By:	
Name:	Jeffrey Baier	Name:	Gary Reams
Title:	Superintendent	Title:	Vice President
Date:	31 JUL 25	Date:	

Exclusions & Legal Disclaimer :

Premium Time or Over Time, Work on Nights or Weekends, Cutting, Patching or Painting, Permitting Fees, Plan Revisions, Geotechnical Reports/inspections, PLA/PSA Agreements, Irrigation system inspection/repairs, Landscape repair/tire track removal, Landscape Maintenance, Infestations, Utility Interconnection Agreement Modification Fees.

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This proposal document constitutes a non-binding indication of interest on the part of OPTERRA and is not intended to and does not create any legally binding commitment or obligation on the part of OPTERRA whatsoever. The certainty of such a legally binding commitment or obligation is subject to, among other things, the satisfactory completion by OPTERRA and Customer of the negotiation, execution, and delivery of definitive documents which collectively are required to fully implement the scope that shall contain such representations, warranties, covenants, and other terms as shall be mutually agreed upon and approved by the respective committees, boards, and management of OPTERRA. It is understood that OPTERRA, on one hand, and the Customer, on the other hand, shall not be legally bound to the other by reason of this proposal, nor shall rights, liabilities or obligations arise as a result of this submittal.

OPTERRA
ENERGY SERVICES

DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N02.25_002

Work Order

This Work Order ("Work Order") dated July 9, 2025 ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Contract for Design & Construction ("Agreement") by and between OPTERRA Energy Services, LLC ("OPTERRA") and Mountain View Whisman School District ("Customer") dated October 22, 2020. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Scope of Work

Provide the necessary labor and equipment to replace the failed 225 amp breaker and repair thermal damage from the failure at Gabriela Mistral - Mariano Castro Elementary School.

Cost Estimate

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total
Journeyman Electrician Travel & Labor		8.0	$ 180.00	$ 1,440.00
Apprentice Travel & Labor	4	8.0	$ 119.00	$ 952.00
Project Management Advisor		1.0	$ 230.00	$ 230.00
Project Admin Labor & Certified Payroll		1.6	$ 108.00	$ 172.80
Roundtrip Mileage		88	$ 1.00	$ 88.00
Labor Subtotal				$ 2,882.80
Materials & Equipment Rental		**QTY**	**Per**	**Supplier Cost**
HFD3225L Eaton Molded case breaker 225/600		1	$ 1,308.99	$ 1,308.99
Wire, Splices		1	$ 374.54	$ 374.54
Shipping		1	$ 75.00	$ 75.00
Misc Hardware and Electrical Materials		1	$ 50.00	$ 50.00
Material Subtotal				**$ 1,808.53**
Subtotal				**$ 4,691.33**
		Material Tax	9.13%	$ 165.03
		Material Markup	15%	$ 271.28
Total Material Cost				**$ 2,244.84**
Total Cost				**$ 5,127.64**

OPTERRA
ENERGY SERVICES

July 9, 2025

Dalewyn Spinks
Director
Maintenance, Operations, and Transportation
District Sustainability Facilitator
Office: 650-526-3570 ext. 1187
Email: dspinks@mvwsd.org
www.mvwsd.org

Project Reference: Gabriela Mistral - Mariano Castro ES - Breaker Replacement and Thermal Damage Repair

Dear Mr. Spinks,

The following work order contains the scope of work and expenses to replace the failed 225 amp breaker and repair thermal damage from the failure at Gabriela Mistral - Mariano Castro Elementary School.

If you would like to proceed with the services outlined in this agreement, please sign the last page where indicated.

Thank you for being a valued solar customer!

Matt Hobbs

Regional Service Manager
530-526-1277
Mhobbs@opterraenergy.com

OPTERRA
ENERGY SERVICES

DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N03.25_019

Acceptance and Notice to Proceed

Scope of work to be included: Replace broken panels at Edith Landels ES, Frank L. Huff ES, Graham MS, Stevenson ES / DO, Theuerkauf ES-CP/RT, Crittenden MS, Gabriela Mistral ES, and Vargas ES.
Cost: $87,398.31*

*Payment and performance bond included.

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days.

Payment to OPTERRA Energy Services, LLC is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by OPTERRA Energy Services, LLC to Customer in a lump sum upon the completion of the work under this Work Order. Customer will pay OPTERRA Energy Services, LLC the full invoiced amount within thirty (30) calendar days after its receipt of the corresponding invoice

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes OPTERRA Energy Services, LLC to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

CUSTOMER:		**OPTERRA:**	
Mountain View Whisman School District		OPTERRA Energy Services, LLC	
By:		By:	
Name:	Jeffrey Baier	Name:	Gary Reams
Title:	Superintendent	Title:	Vice President
Date:	31 Jul 25	Date:	

OPTERRA
ENERGY SERVICES

July 9, 2025

Dalewyn Spinks
Director
Maintenance, Operations, and Transportation
District Sustainability Facilitator
Office: 650-526-3570 ext. 1187
Email: dspinks@mvwsd.org
www.mvwsd.org

Project Reference: Broken Panel Replacement Proposal

Dear Mr. Spinks,

This is a revised proposal that combines both broken panel replacements proposals into one. The first proposal included replacing 48 broken panels and the second included replacing an additional 15 panels found at more sites.

We propose replacing the 63 broken solar panels at the sites listed in this proposal. These panels have been located and photographed on the panel washing reports located in your customer SharePoint site.

The following proposal contains the scope of work and expenses to replace the broken panels for the purpose of eliminating safety risks and ensuring the PV system is operating at its fullest potential. New panels will be provided by Engie.

Please be aware the LG brand solar modules that were used to build your solar systems are no longer in production. We were able to source a limited supply at this time. We strongly recommend purchasing what is currently available to ensure you will have enough replacements for future repairs.

If you would like to proceed with the services as outlined in this agreement, please sign the last page where indicated.

Thank you for being a valued solar customer!

Clifton Clarke

Account Service Advisor
408-506-2410 | clifton.clarke@engie.com

OPTERRA
ENERGY SERVICES

DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N03.25_019

Work Order

This Work Order ("Work Order") dated July 9, 2025 ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Contract for Design & Construction ("Agreement") by and between OPTERRA Energy Services, LLC ("OPTERRA") and Mountain View Whisman School District ("Customer") dated October 22, 2020. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Scope of Work

Provide all labor, materials and equipment needed to replace broken solar panels at the site listed below.

Site	Address	City	Array Type (CP/GM/RT)	Broken Panel Manufacturer	Broken Panel Model	Broken / Damaged Panel Qty
Edith Landels Elementary School	115 W Dana St	Mountain View	Canopies	LG	LG450N2W-E6	11
Frank L. Huff Elementary School	253 Martens Ave	Mountain View	Canopies	LG	LG450N2W-E6	6
Graham Middle School	1175 Castro St	Mountain View	Canopies	LG	LG450N2W-E6	18
Stevenson Elementary School / DO	750 San Pierre Way	Mountain View	Canopies	LG	LG450N2W-E6	8
Theuerkauf Elementary School	1625 San Luis Ave	Mountain View	Canopy	LG	LG450N2W-E6	3
Theuerkauf Elementary School	1625 San Luis Ave	Mountain View	Rooftop	LG	LG450N2W-E6	2
Crittenden Middle School	1701 Rock St	Mountain View	Canopy	LG	LG450N2W-E6	1
Crittenden Middle School	1701 Rock St	Mountain View	Rooftop	LG	LG450N2W-E6	2
Gabriela Mistral / Mariana Castro ES	505 Escuela Ave	Mountain View	Canopy	LG	LG450N2W-E6	7
Vargas Elementary School	220 N Whisman Rd	Mountain View	Canopy	LG	LG450N2W-E6	5

Replacement solar panels to be provided by ENGIE Services U.S.

Cost Estimate

Labor	Hours/ Mileage	Hourly Rate	Total Price
Journeyman Electrician Travel & Labor	68.0	$ 188.00	$ 12,784.00
Apprentice Travel & Labor	68.0	$ 173.00	$ 11,764.00
Regional Service Manager	10.0	$ 283.00	$ 2,830.00
Project Admin Labor & Certified Payroll	13.6	$ 108.00	$ 1,468.80
Roundtrip Mileage	352	$ 1.05	$ 369.60
Labor Subtotal			$ 29,216.40
Subcontracts	**Qty**	**Rate**	**Total Price**
PV Module Disposal including Shipping & Handling	63	$ 56.00	$ 3,528.00
Subcontracts Subtotal			**$ 3,528.00**
Materials & Equipment Rental	**QTY**	**Unit Cost**	**Total Price**
1 Full Pallet (25 panels/pallet) - (LG LG455N2W-E6)	24	$ 450.00	$ 10,800.00
2 Full Pallets (25 panels/pallet) - (LG LG450N2W-E6)	50	$ 450.00	$ 22,500.00
PV Module Freight	1	$ 1,250.00	$ 1,250.00
Solar Panel Connectors, Hardware, Ground Clips, Misc. Materials	1	$ 800.00	$ 800.00
Boom Lift Rental - Delivery	8	$ 1,041.41	$ 8,331.28
Material Subtotal			**$ 43,681.28**
Subtotal			**$ 76,425.68**
Material Sales Tax		9.125%	$ 3,985.92
Material Markup		15%	$ 6,552.19
Total Material Cost			**$ 54,219.39**
Grand Total			**$ 86,963.79**
Bond Requirements		**Bond Rate**	**Total Price**
Performance and Payment Bonds (If needed above $50K)		0.5%	$ 434.82
Total Cost			**$ 87,398.61**

Exclusions & Legal Disclaimer :

Premium Time or Over Time, Work on Nights or Weekends, Cutting, Patching or Painting, Permitting Fees, Plan Revisions, Geotechnical Reports/inspections, PLA/PSA Agreements, Irrigation system inspection/repairs, Landscape repair/tire track removal, Landscape Maintenance, Infestations, Utility Interconnection Agreement Modification Fees.

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DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N04.25_12

Acceptance and Notice to Proceed

Scope of work to be included: Replace the failed CT at Edith Landels Elementary School.
Cost: $3,026.18*

*Payment and performance bond not included.

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days.

Payment to OPTERRA Energy Services, LLC is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by OPTERRA Energy Services, LLC to Customer in a lump sum upon the completion of the work under this Work Order. Customer will pay OPTERRA Energy Services, LLC the full invoiced amount within thirty (30) calendar days after its receipt of the corresponding invoice

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes OPTERRA Energy Services, LLC to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

CUSTOMER:		**OPTERRA:**	
Mountain View Whisman School District		OPTERRA Energy Services, LLC	
By:		By:	
Name:	Jeffrey Baier	Name:	Gary Reams
Title:	Superintendent	Title:	Vice President
Date:	31 Jul 25	Date:	

Exclusions & Legal Disclaimer :

Premium Time or Over Time, Work on Nights or Weekends, Cutting, Patching or Painting, Permitting Fees, Plan Revisions, Geotechnical Reports/inspections, PLA/PSA Agreements, Irrigation system inspection/repairs, Landscape repair/tire track removal, Landscape Maintenance, Infestations, Utility Interconnection Agreement Modification Fees.

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OPTERRA
ENERGY SERVICES

July 9, 2025

Dalewyn Spinks
Director
Maintenance, Operations, and Transportation
District Sustainability Facilitator
Office: 650-526-3570 ext. 1187
Email: dspinks@mvwsd.org
www.mvwsd.org

Project Reference: Mountain View Whisman SD - Edith Landels ES – CT Replacement

Dear Mr. Spinks,

The following work order contains the scope of work, materials, and expenses to replace the failed CT at Edith Landels Elementary School.

If you would like to proceed with the services outlined in this agreement, please sign the last page where indicated.

Thank you for being a valued solar customer!

Matt Hobbs

Regional Service Manager
530-526-1277
Mhobbs@opterraenergy.com

OPTERRA
ENERGY SERVICES

DIR Project Registration # 350997
OPTERRA Project #: CN-000296
OPTERRA Proposal #: N04.25_12

Work Order

This Work Order ("Work Order") dated July 9, 2025 ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Contract for Design & Construction ("Agreement") by and between OPTERRA Energy Services, LLC ("OPTERRA") and Mountain View Whisman School District ("Customer") dated October 22, 2020. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Scope of Work

Provide the necessary labor and equipment to replace the failed CT at Edith Landels Elementary School.

Cost Estimate

Labor	Apprentice Level	Hours/ Mileage	Hourly Rate	Total Price
Journeyman Electrician Travel & Labor		6.0	$ 188.00	$ 1,128.00
Apprentice Travel & Labor	5	6.0	$ 133.00	$ 798.00
Regional Service Manager		2.0	$ 283.00	$ 566.00
Project Admin Labor & Certified Payroll		1.7	$ 108.00	$ 183.60
Roundtrip Mileage		88	$ 1.05	$ 92.40
Labor Subtotal				$ 2,768.00
Materials & Equipment Rental		**QTY**	**Unit Cost**	**Total Price**
Veris H6811-400A-1V		1	$ 158.00	$ 158.00
Shipping		1	$ 50.00	$ 50.00
Material Subtotal				**$ 208.00**
Subtotal				**$ 2,976.00**
		Material Sales Tax	9.13%	$ 18.98
		Material Markup	15%	$ 31.20
Total Material Cost				**$ 258.18**
Grand Total				**$ 3,026.18**

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Opterra Energy Services

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
- ☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☑ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☑ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 29, 2025	Date:	July 29, 2025
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Panoramic Design Group Inc ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide irrigation design and consulting services for the District to include irrigation assessments, water audits and develop strategies and plans to provide direct water access to plants and trees that comply with local agency requirements which include the State Mandated Water Efficient Landscape Ordinance (MWELO).

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Provide Services Not To Exceed $25,000 to include any additional services.

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Panoramic Design Group Inc
1400 Montecito Ave.	**Street**	3060 El Cerrito Plaza #528
Mountain View, CA 94043	**City, Sate, Zip**	El Cerrito CA 94530
Attn: Chief Business Officer	**Attn:**	Maura Baldwin

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: MB

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks DS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** MB

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: DS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: MB

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: MB

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 93-4430155

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

CEO, Panoramic Design Group Inc

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Maura Baldwin
Dated: _____, 20___	Dated: 7/11, 20 25
Signature: _____	Signature: Maura Baldwin
Print Name: Dalewyn Spinks	Print Name: Maura Baldwin
Print Title: Director, MOT	Print Title: CEO, Panoramic Design Group Inc

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 11, 20 25	Dated: 15 July, 20 25
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 11:52:18 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

IRRIGATION DESIGN SERVICES PROPOSAL

DATE: June 6, 2025

PROJECT: Bubb Elementary
525 Hans Ave, Mountain View, CA 94040

CLIENT: Dalewyn Spinks
Director
Maintenance, Operations, and Transportation
District Sustainability Facilitator
Office: 650-526-3570 ext. 1187
Email: dspinks@mvwsd.org
www.mvwsd.org

DESIGNER: Panoramic Design Group (PDG)

Thanks so much for considering Panoramic Design Group for this project!

The work will consist of providing irrigation design services, for a tree planting project at an elementary school. The school is partnering with Canopy to plant 11 new trees in both the front of the school and along the back field.

PDG will work with Seth Wright, Water Service Irrigation Co to do an irrigation assessment of the existing system. PDG will create plans showing how to tap into existing laterals, remove rotors, and install drip irrigation to provide direct water access to the new trees. Seth Wright will provide a post installation water audit.

The irrigation design will comply with local agency requirements and with CalGreen, section 4.304.1 Outdoor Water Use, which includes MWELO, the State Mandated Water Efficient Landscape Ordinance.

The irrigation design intent is to provide an irrigation system which conforms to the site based hydrozones, applies water with high efficiency, reduces water use to the minimum amount of water needed to sustain healthy plant growth and meets the water budget determined by the MWELO worksheet calcs.

The irrigation design scope is anticipated to include project coordination, design and plans as follows:

START UP PHASE

Services will consist of mobilization of the project team and components.

1. Project Start-up:

a. Coordination with team members
b. Kick-off meeting
c. Assemble background material
d. Obtain agency design guidelines
e. Site analysis
f. Assemble base files
g. CAD Sheet set up

DESIGN PHASE

Services will consist of design and production of plans.

2. Irrigation Assessment:

a. Site visit
b. Assess existing irrigation system
c. Field notes of existing system
d. Exhibit of existing conditions

3. MWELO:

a. Outline of required elements (L0.0)
b. Delineate hydrozones
c. Water budget calculations

4. Construction Documents:

a. Ongoing coordination
b. Respond to comments
c. Input team revisions
d. Finalize irrigation design
e. Provide valve zone calcs
f. Include Legend, Details, Specifications
g. Prepare plans for submittal

5. Response to Comments:

a. Ongoing coordination
b. Review comments from team
c. Make revisions to plans as needed to comply with comments
d. Prepare plans for re-submittal

Deliverables: a single submittal of black & white plan(s) in pdf format, for each design phase.

Design Fee: $5,760

Additional Fees:

1. Fees for Additional Services are billed at the hourly rate of $180.00.

2. These include:
    a. Additional design consultation (meetings, phone calls, emails)
    b. Additional meetings and site visits (these include travel time)
    c. Additional interim submittals
3. Reimbursable expenses (printing, mileage) are billed at cost plus 10%

Assumptions / The client / landscape designer will provide the following:

1. Base map provided by client

This proposal is for a single submittal of the documents included in the Scope outlined above. Further design development and plan submittals may be required per agency, design team and client review, comments and processes.

PDG is able to provide many services in addition to the scope items listed above. If further design, submittals or services are needed PDG will be delighted to provide separate proposals for the additional work.

Please review the scope and fee to ensure that these are consistent with your expectations and let me know if there is anything that needs to be revised. We pride ourselves on our flexibility in fee negotiation, scope of work, and scheduling. It is PDG's policy to be as efficient and cost effective as possible.

If this proposal is acceptable to you and you would like to proceed, let me know and I will follow up with a contract for you to sign. If you need more information or further clarification please do not hesitate to contact me.

Thank you!

Maura Baldwin

Panoramic Design Group
Landscape Architecture | Urban Forestry | Irrigation | MWELO
California Landscape Architect #5802
ISA Certified Arborist #WE-9612A
ISA Tree Risk Assessment Qualified
Qualified Water Efficient Landscaper
CUPC DBE #41434
pdg.mbaldwin@gmail.com | 510-367-3028

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - **CHECKLIST**

Vendor Name: Panoramic Design Group Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is NOT used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the Informal Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 11, 20 25	Date:	July 11, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Just Imagine Events "Paper Platez"

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☑ **Contract for Services (*NOT* Special Services)** NO COST TO THE DISTRICT

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services (MOT or CBO)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials (Ed Services)**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

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☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	May 29, 20 25	Date:	July 22, 2025, 20 ____
Print Name:	Geoff Chang	Print Name:	Cathy Baur
Print Title:	Director of Federal, State, and Strategic Programs	Print Title:	Associate Superintendent

For Department: Federal, State, and Strategic Programs - Parent Engagement - No Cost to the District

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Just Imagine Events "Paper Platez" (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Paper Platez truck is invited to our district wide event on 8/16 at Graham Middle School.
The food truck will be attending the event to sell food to our staff and families invited to the event.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: No payment

3. Contract Dates "Agreement Time"

Services Start Date: 8/16/25 Services End Date: 8/16/25

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Just Imagine Events "Paper Platez"
Street 2135 old middlefield way
City, Sate, Zip Mtn View CA 94043
Attn:

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: LM

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Geoff Chang GC

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** LM

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: GC

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LM

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the Indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the Indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: LM

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 86-1816639

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding No Cost to District

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Leonardo Munoz
Dated: July 18, 2025	Dated: 5/30, 2025
Signature:	Signature:
Print Name: Scott Chang	Print Name: Leonardo Munoz
Print Title: Director, Fed, State, Strategic Programs	Print Title: Owner

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: , 20	Dated: 06 AUG, 2025
Signature:	Signature:
Print Name: Cathy Bauer	Print Name: Jeffrey Baier
Print Title: Assistant Superintendent	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Playworks Education Energized ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☑ **Option 1** – Flat Fee of $ 34,000

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: 8/22/25 Services End Date: 6/5/26

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Playworks
1400 Montecito Ave.	**Street**	1440 Broadway STE 200 PMB 161
Mountain View, CA 94043	**City, Sate, Zip**	Oakland, CA, 94612
Attn: Chief Business Officer	**Attn:**	Tim Seso-Hunter

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: TS

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☑ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: [signature] AE

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** TS

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☑ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: AE

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: TS

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. ~~**Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.~~

7. **Termination.**

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the fullest extent permitted by law, Playworks shall indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Playworks, its employees, agents, or subcontractors in connection with the performance of services under this Agreement.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: TS

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☑ Other: 501 (C)(3) Non-profit

Employer Identification and/or SSN#: 94-3251867

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010 9130 0 5830 00 1111 0 1000 0000000 70130

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Playworks
Dated: July 23, 2025	Dated: 6/18, 2025
Signature:	Signature:
Print Name: Acantha Aragon Contreras	Print Name: Tim Seso-Hunter
Print Title: Principal	Print Title: Program Director

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: _____, 20____	Dated: _____, 20____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Program Plan: TeamUp

Basic features

Program name	TeamUp
Program overview	Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates the implementation of Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities. TeamUp ("Program") provides comprehensive consulting and program support delivered by a Playworks Site Coordinator (or Program Specialist) who coaches school staff 5 days each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess. Customer has access to Playworks resources and support every day.
Timeframe	The Program operates during the school year. Program end date with Customer will be based on the last student-contact day of the school year stated on the original school calendar provided to Playworks. If Customer has a full year schedule or alternative calendar, Playworks and Customer will determine the end date of Programming prior to the start of the school year. The Program school year starts on 8/18/25 and ends on 6/5/26. Schedule adjustments related to school closures will be approved by Playworks and Customer.

Playworks personnel

Overview	Playworks will assign a Site Coordinator ("Site Coordinator") and Program Manager ("Program Manager") for the Program.
Site Coordinator activities	Site Coordinator works on-site at the Customer and carries out the activities described in the Program. A detailed calendar with specific dates of when the Site Coordinator will be on site will be shared by Playworks at the beginning of the school year.
Site Coordinator development	Playworks will ensure that Site Coordinator is trained prior to the first day of Programming and that Site Coordinator receives regular training and supervision throughout the school year. Site Coordinator receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Site Coordinators are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse as a mandated reporter.
Site Coordinator screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Coach from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.
Program Manager activities	Site Coordinator reports directly to the Playworks Program Manager, who will supervise all Program activities carried out as part of the Program. Program Manager will provide Program implementation support to Site Coordinator. Program Manager will regularly communicate with Customer and carry out consultation and other activities set out in the Program Plan.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff coaching or time for the delivery of each component.
Principal	The Principal of the Customer will attend all consultation and evaluation meetings with Program Manager as set out in the Program Plan, including a kickoff meeting in the first month of programming, and regularly scheduled meetings throughout the Program's duration.
Other school roles	Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members: • **Recess Manager**: Directly supervises the school's Recess Coach and Recess Team, and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. Recommended: Assign Recess Manager role to a member of the school's administrative team. • **Recess Coach:** Implements recess strategies and leads Program components on a daily basis. Customer will ensure Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan. Recommended: Recess Coaches can be, but are not limited to: a member of the recess yard supervision team, a campus supervisor, a physical education teacher, or someone who has been hired for the role • **Recess Team:** School staff who actively support the planning and implementation of recess. Customer will ensure Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan. Recommended: Other school staff who will be present at recess or can support recess implementation
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program Plan. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. Other school community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Customer will make available to Site Coordinator a workspace with internet access, and a classroom space for Junior Coach Leadership Program trainings and other trainings set out in the Program Plan.
Playground equipment	The Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before the beginning of the school year. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin,

	gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.

Program components

Site Coordinator on-site	In this Agreement, "Program Days" means the days Site Coordinator is on-site at a Customer, and "Customer Implementation Days" means the days when the Site Coordinator is not on-site at Customer. Site Coordinator will be on-site at each school approximately 5 days each month during the course of the school year. (1 week on-site, 3 weeks off-site.) Recess Team will receive professional development through monthly coaching sessions (Recess Team Meetings) provided by the Site Coordinator. Coaching sessions can occur off-site. Recess Team will receive up to 8 hours of coaching sessions during the program. Coaching hours must be approved by Site Coordinator and school leadership.
Site Coordinator not on-site	Recess Team Members identified by school will lead and facilitate the Recess and Junior Coach Leadership Program components of the Program using guidelines provided by Playworks. Playworks will provide Customer with a schedule for the days when the Site Coordinator is not on site.
Orientation activities	At the start of the Program, Playworks will schedule and conduct the following: • **Assessment**: Playworks will conduct a schoolwide recess observation and assessment. • **Goal-Setting Session** (30–60 min): Site Coordinator will conduct a formal goal-setting session with Recess Manager and Recess Team. This meeting is key to solidifying a plan of action for future management of the Program. Required: Recess Manager, Recess Coach, Recess Team • **Teacher Orientation** (30–60 min): Playworks will provide onboarding for all teachers and staff of Customer. Such training provides staff with best practices and examples to implement opportunities for play and physical activities for their students. This orientation is required for schools new to TeamUp, and should happen in August or September. Required: Teachers Optional: Recess staff • **Student Orientation**: Customer will provide Site Coordinator an opportunity to introduce themselves and Playworks Program to school community at-large. This can be at a previously scheduled assembly, or via brief individual classroom presentations. Required: Students • **Recess Team Training #1** (30–90 min): Site Coordinator will provide an in-depth training to teach systems, games, and strategies to create, implement and sustain safe and healthy play at recess. This training can be during the first week of on-site programming. Required: Recess Coach / Recess Team
Recess (grade level: K-5, or 1-5)	This element of the Program will start no later than the 1st day of Programming.

	Playworks will support Recess Coach to use recess times for safe playground games, sports, skill-building activities, and cooperative games. Site Coordinator will provide consultation and modeling for Recess Coach on strategies for recess facilitation. **During recess, Site Coordinator will be focused on consulting and supporting the Recess Coach and will not be responsible for play space supervision.** Customer shall provide staff for play area supervision during all recess periods and shall have full responsibility for play area supervision. During the COVID-19 public health emergency period, Playworks and Customer will work together to create a safe, physically-distanced recess environment compliant with CDC recommendations.
Foundational Play (grade level: K-5)	Site Coordinator provides classroom teachers with Class Game Time support. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting. Site Coordinator and Program Manager will work with Customer to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 20 to 30 minutes on a rotating schedule. **Program Manager must approve all Class Game Time schedules before distribution to teachers.** Class Game Times may not be scheduled during any regularly scheduled recess period. For large schools, it's possible not every class will receive a Class Game Time each month. Coach can lead a maximum of 3 thirty-minute Class Game Times per day, or 4 twenty-minute Class Game Times per day. Class Game Time may be delivered virtually during site closures. **Customer will ensure the presence and engagement of a credentialed adult, preferably the classroom teacher**, during every Class Game Time session. This element of the Program will start no later than the 2nd month of Programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.
Youth leadership Program (grade level: 4-5)	Site Coordinator will facilitate the establishment of a Junior Coach Program (JCP). The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess. Junior Coaches are selected through a process that includes student applications, teacher recommendations, and parent permission. School support, especially from 4th and 5th grade teachers, will be needed in the selection process. During the school day, Junior Coaches are required to participate as leaders at recess one to three times per week during Program Days. Junior Coaches are expected to make up missed work and maintain good grades to participate in the Program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise. Outside of the school day, Site Coordinator will lead 1-2 hours of skill-development trainings each month, including team-building games and fun Playworks activities in order to prepare Junior Coaches for their leadership roles on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. The trainings may be held virtually during site closures. Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training, Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 20 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership roles at recess. This element of the Program will start no later than the 3rd month of Programming. Playworks recommends implementation by rotation two and will work with school staff to provide all necessary materials needed to recruit Junior Coach leaders in advance. During the COVID-19

	public health emergency period, additional program modifications may be implemented to ensure safety and social distancing.
Recess Coach and/or Recess Team training and coaching	Playworks Site Coordinator and Playworks Program Manager will provide Recess Coach and/or Recess Team with coaching and training throughout the school year. Recess Coach will attend all professional development sessions. Playworks Site Coordinator and Playworks Program Manager will provide Recess Manager and his or her team with training related to managing and sustaining recess improvements with school staff. Recommended: Recess Manager regularly attends Recess Team trainings and coaching sessions.
Consultation for Recess Manager	Playworks will provide direct consultation for Recess Managers. The consultation will focus on managing a recess team, understanding and overseeing implementation of recess outcomes.
Customized Program Notes	• Recess modifications: • CGT modifications: For large schools, it's possible not every class will receive a Class Game Time each month. Coach can lead a maximum of 3 thirty-minute Class Game Times per day, or 4 twenty-minute Class Game Times per day. • JCLP modifications: • Additional program modifications:
Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Program lesson plans, recess assessment tools, and Class Game Time lesson plans.
Site Coordinator unavailability	If Site Coordinator is unable to be on-site due to illness or emergency, there will not be a substitute available, but the Site Coordinator will make the effort to reschedule the on-site day on another date.

Consultative support

Overview	Playworks will meet at least twice with Customer administration to evaluate ongoing Playworks Programming and support for continued school climate improvement.
Observation visits	Playworks will conduct observation visits during onsite implementation of the Program. Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach Program during recess. Playworks will provide feedback to Recess Coach and Recess Manager.
Consultation visits	Program Manager will lead 2 consultation sessions to Customer, one in the fall and one in the spring. Program Manager will formally evaluate Program implementation and provide Customer administration with assessments and recommendations.

Program planning and impact

Planning calls and/or meetings	Prior to the Site Coordinator's first week, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set schedules, and disseminate/collect paperwork to support the Program. This is often referred to as the **kickoff meeting.**
Program setup	Customer acknowledges that the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Site Coordinator's on-site arrival, Customer will ensure setup and required school staff participation: • Confirm the Recess Manager, Recess Coach, and Recess Team • Set and confirm schedule of orientation day(s) activities • Ensure required school staff attendance per component
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact: • Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students • Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year. • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Main Service Agreement, or Customer Agreement, when applicable.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED

Signature: _____

Printed Name: Tim Seso-Hunter

Title: Program Director

Date: 6/18/25

NAME OF CUSTOMER: Jose Antonio Vargas

Signature: _____

Printed Name: Accantha Aragon Contreras

Title: Principal

Date: 7/21/25

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Psychology Consultation Group Corporation ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☑ **Option 1** - As indicated in Exhibit A – attached ☐ **Option 2** - Services explained as follows:

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"). Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ 8,000

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: August 21, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service ☐ YES ☑ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Chief Business Officer

Contractor: Psychology Consultation Group Corporation
Street 5405 Morehouse Drive, Suite 230
City, Sate, Zip San Diego, CA 92121
Attn:

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: SV

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☑ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Frank Selvaggio FS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** SV

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☑ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☐ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative Initials here: FS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: SV

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination**.

7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor**. Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification**. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE**: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security**. Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: SV

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s) in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 92-1476018

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 0350

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement.

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: Sarah VanKhanna
Dated June 16, 20 25	Dated 6/12, 20 25
Signature:	Signature:
Print Name: Frank Selvaggio	Print Name: Sarah VanKhanna
Print Title: Special Education Director	Print Title: Licensed Educational Psych

APPROVAL

Authorized Signer	Superintendent/Designee
Dated _____, 20 25	Dated _____, 20 25
Signature: _____	Signature: _____
Print Name: Cathy Baur	Print Name: Jeffrey Baier
Print Title: Associate Superintendent	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Exhibit A

CONFIDENTIAL
VIA EMAIL

Jun 6, 2025

[redacted]

Re: [redacted]
DOB: [redacted]

Prior Written Notice: District Response to Parent Request for an Independent Educational Evaluation (IEE)

Dear [redacted].

I hope this letter finds you well. I wanted to formally respond to your request for an Independent Education Evaluation (IEE) in writing.

In accordance with 34 Code of Federal Regulations Section 300.503, this shall serve as notice of proposed actions by the Mountain View Whisman School District ("District") regarding your request for an Independent Evaluation for [redacted].

This letter serves as prior written notice from the Mountain View Whisman School District letting you know that your request has been approved.

The District is in agreement with and is granting the following request:

1. In the spirit of cooperation, the District agrees to fund an IEE at public expense to address your continued concerns. The District will approve the request for the Independent Educational Evaluation and agrees to fund an Independent Psycho-Educational as you requested.

The District will contract with an independent professional who is appropriately licensed, credentialed, and trained in the administration of the specific assessments or methods to be used. Under the provisions of the Individuals with Disabilities with Education Improvement Act (IDEA 2004), you are entitled to only one independent educational evaluation at public expense each time a public agency conducts an evaluation with which you disagree.

The criteria under which the evaluation is obtained, including the location of the evaluation and qualifications of the examiner, must be the same as the criteria that the District uses when it initiates an evaluation, to the extent those criteria are consistent with a parent's right to an IEE. The criteria for IEEs, location for evaluators, minimum qualification for evaluators, and cost limitations for IEEs, must adhere to the SELPA Policy and Procedures. I have attached a copy of the IEE Policy and Procedures to this letter. Please notify our office as soon as you have identified the independent assessor and we will generate a Release of Health and Education Information Authorization form to facilitate communication with this assessor.

Procedural Safeguards and Sources of Assistance

Please be advised that the parents of a child with a disability have protection under the procedural safeguards of 34 Code of Federal Regulations Section 300.503, as well as under state law. Our state legislature expects public schools and parents to be mutually supportive and respectful partners in the education of California's school children (California Education Code Section 51101). I have enclosed a copy of the District's parental rights and procedural safeguards. Please feel free to contact me with any questions you may have at this time. You may also contact the following sources to obtain assistance in understanding your rights:

Mountain View Whisman School District Special Education Department
(650) 833-4259 x 5580

In addition, you may contact the California State Department of Education at:

California Department of Education
P.O. Box 944272
721 Capitol Mall (95814)
Sacramento, CA 94244-2720
(916) 327-3296
www.cde.ca.gov/sp/se

We look forward to continuing to partner with you.

Sincerely,

Frank Selvaggio

Frank Selvaggio
Director of Special Education
Mountain View Whisman School District
1400 Montecito Ave, Mountain View CA 94043
fselvaggio@mvwsd.org

Enclosures: Procedural Safeguards
SELPA's IEE Policy and Procedures
SELPA's Independent Educational Evaluator List

Psycho-Educational Consultants (PEC) Group

2024-2025 IEE Services and Rate Sheet

Assessments	Rate
IEE Psycho-Educational Evaluation (Bilingual Evaluation is included, if required)	$8000
IEE Transitional/Vocational Assessment	$3000

Invoice will be sent at the time the report is submitted to the district. Payment is due within 30 days.

Contact Information:
Sarah Vakharia and Karen Veinbergs
858-208-0639
admin@pecgroupsd.com

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Psychology Consultation Group Corporation

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below,** no further steps required.
- ☐ **$50,001 and above,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below,** no further steps required.
- ☐ **$50,001 - $114,500,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services (MOT or CBO)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below,** no further steps required.
- ☐ **$75,001 - $114,500,** completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials (Ed Services)**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)

☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

☐ **Up to $75,000**, completed the following items:

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.

☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.

☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.

☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 16, 2025	Date:	8/12, 2025
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

For Department: Special Education Department — IEE Assmt. $8,000

Checklist not required for school sites

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

Local Education Agency (LEA)	Mountain View Whisman School District
Contract Year	**2025-2026**
Nonpublic School	Rising Star Sped Academy
Nonpublic Agency	

Type of Contract:

x — Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ — Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

When this section is included as part of any Master Contract, the changes specified above shall amend Section 2 – Term of Master Contract.

DISTRICT MASTER CONTRACT/GENERAL AGREEMENT
FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES

2025-2026

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MASTER CONTRACT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
2025-2026

THIS MASTER CONTRACT (contract) is made and entered into this _____ day of _____ 2025, between the Mountain View Whisman School District, County of Santa Clara, hereinafter referred to as the "LEA" and Rising Star Sped Academy, hereinafter referred to as "CONTRACTOR" for the purpose of providing special education and/or related services to individuals with disabilities under the authorization of Education Code Sections 56157, and 56365-56366.7. It is understood that this Contract does not commit LEA to payment for special education and related services provided to any individual unless and until an Individual Service Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services is executed between LEA and CONTRACTOR on behalf of such individual or interim telephone approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian school or agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education NPS/NPA certification is attached. If certification expires during Contract period, CONTRACTOR must provide an updated copy.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/ AGENCY SERVICES

An Individual Services Agreement (ISA) for Nonpublic, Nonsectarian School/Agency (NPS/NPA) Services shall be a part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each student for whom CONTRACTOR is to provide special education and/or designated instruction and services. Each student's Individual Services Agreement (ISA) shall identify the provider of each service required by the student's IEP (CCR 3062(e)). Individual Services Agreements shall only be issued for those students enrolled with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual student in that student's ISA, unless mutually agreed upon otherwise. Individual Services Agreements are null and void upon termination of the Master Contract.

The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366 (a) (4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

2. TERM

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2026. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Ed Code 56366 (c)(1), Title 5 California Code of Regulations section 3062(d).) No Master Contract will be offered unless and until all

the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

3. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. If Certification expires during the Master Contract period, the CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. The CONTRACTOR agrees to apply the same rate for the term of the contract unless mutually agreed otherwise in writing by LEA and contractor. Changes in the administrative or financial provisions of the Contract which do not alter the educational services or placement may be made at any time during the term of the Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, LEA and other local statutes, laws, ordinances, and regulations including, but not limited to, those relating to the required special education services, facilities for individuals with disabilities, student enrollment and transfer, corporal punishment, student discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms and definitions shall apply for the purpose of the contract:

- BIP (Behavior Intervention Plan)
- CONTRACT (Master Contract)
- CONTRACTOR - the term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS - Calendar days, unless otherwise specified
- DIS (Designated Instruction Service); also known as "Related Services"
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program)
- ISA (Individual Service Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE - within 24 Hours
- LEA (Local Education Agency)
- LEA Representative - the term "LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- LICENSE - the term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards

established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- CREDENTIAL - the term "credential" means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- LRE (Least Restrictive Environment)
- NOTIFICATION - within fourteen (14) calendar days, unless otherwise specified.
- NPA (Nonpublic Agency, as defined in EC 56035)
- NPS (Nonpublic School, as defined in EC 56034)
- OAH (Office of Administrative Hearings)
- PARENT - "Parent" means:
  i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
  iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
  iv. a surrogate parent,
  v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

  Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- Qualified - The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

  Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- SELPA (Special Education Local Plan Area)
- SELPA AU (Special Education Local Plan Area Administrative Unit)
- SubCONTRACTOR - any individual contracted to provide direct service to students.
- SPI (Superintendent of Public Instruction)

6. NO DISCRIMINATION

LEA and CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical

or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

In the event any CONTRACTOR employee, working on a public school campus, alerts CONTRACTOR or LEA of a concern, CONTRACTOR and LEA shall coordinate efforts to respond and rectify any validated concerns.

7. GOVERNING LAW

The terms and conditions of the Contract shall be governed by the laws of the State of California with venue in Santa Clara County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving 1) revocation of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA student's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, and 7) LEA's reasonable objections to a subCONTRACTOR's liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and may be delivered in person or by certified or registered mail, postage prepaid or by other delivery services. Notices to LEA shall be addressed to (*insert district person's name and address)* Frank Selvaggio Special Education Director 1400 Montecito Ave, Mountain View CA 94043. Notices to CONTRACTOR shall be addressed to CONTRACTOR's address *(insert CONTRACTOR's name and address)* Shalini Verma 21400 Bedford Ave Hayward, CA 94546. If mailed, notice shall be effective as of the date of postmark on receipt by addressee**.** If delivered by hand, the effective date shall be the date of receipt of addressee.

For state data reporting purposes, the Contractor will also send annual timely reports with required data elements to the abovementioned LEA contact 1) All incidents in which one or more statutory offenses described in Education Code sections 48900 and 48915 that were committed by any LEA student regardless if it results in a disciplinary action of in- or out-of-school suspension or expulsion and 2) All incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non–monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employees known or reasonably believed to be responsible for LEA's special education program, of the existence of disagreement or dispute, and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Administrator of the SELPA of which the LEA is a member and request that the SELPA administrator facilitate a meeting to assist both parties in resolving the dispute or disagreement. In order to attempt to resolve the dispute or disagreement, both parties must agree to participate in the facilitated meeting.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three, which involves a neutral third-party mediator. The cost of the mediator will be shared by both parties.

In this step, both parties have the opportunity to share information, describe the issues, discuss their interests and understandings, and explore ideas for the resolution of the dispute. Both parties must agree to participating in the mediation. The process remains voluntary in that the parties are not required to come to agreement. The mediator does not have the power to decide for the parties but can help the parties find a mutually acceptable resolution.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and/or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to the binding arbitration by an arbitrator or arbitration service to be agreed to by the parties.

10. SUBCONTRACTS AND ASSIGNMENT

A. CONTRACTOR shall have available a list to LEA of subcontracts for any of the related services contemplated, including transportation, under this Contract.

B. SubContracts for the provision of special education and related services may be entered into only with NPS/NPA's certified by the California Department of Education (CDE) except for an individual providing speech and language therapy, occupational therapy, or psychological or educational assessment who has a current license issued by the applicable licensing authority for those services provided.

C. CONTRACTOR agrees that any subCONTRACTORs providing educational instruction or services including transportation shall keep in effect an appropriate policy of liability insurance as outlined in item 15 (Insurance) of the master contract. CONTRACTOR agrees that subCONTRACTORs providing transportation shall keep in effect a liability insurance policy providing at least $1,000,000.00 coverage. CONTRACTOR shall ensure that such subCONTRACTOR shall require the subcontractor's insurance provider to send a written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subCONTRACTOR and upon renewal of coverage thereafter. Transportation subCONTRACTORs shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be constructed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees) if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional

needs shall not request or recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest. The CONTRACTOR shall have in place a policy to ensure that employees inform CONTRACTOR of any dual relationship with parents of students who are clients of LEA/CONTRACTOR. CONTRACTOR shall inform LEA of parents who hire employees of CONTRACTOR to provide independent services for parents on behalf of their students outside business hours. The LEA may find that this type of dual relationship is a conflict of interest and may request that any employee of the CONTRACTOR who engages in a dual relationship be reassigned from providing support services to the student during school hours.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency), or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. If no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

13. TERMINATION

A. This Contract may be terminated for cause by LEA or CONTRACTOR at any time. To terminate this Contract either party shall give no less than 20-calendar days written notice prior to the date of the termination (EC 56366 (a) (4)). Upon termination without default of CONTRACTOR, LEA shall make payment, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by LEA.

B. In consideration of this payment, CONTRACTOR waives all rights to any further payment of damage and shall turn over to LEA everything pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

C. Individual Service Agreements (ISA's) for NPS/NPA services may be terminated without advance notice if both parties agree to do so in writing.

D. LEA shall not terminate this contract or Individual Service Agreements for Nonpublic, Nonsectarian School/Agency Services because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a student to a public school program through the IEP process. (EC 56366 (a) (4))

E. Continued enrollment and provision of a free appropriate public education ("FAPE") to a student currently attending NPS and/or receiving services from a NPA shall not be terminated when stay put is ordered by OAH under California Education Code § 56505.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless and indemnify LEA and its governing board, officers, administrators, agents, employees, independent contractors, subCONTRACTORs, consultants, and other representatives, from

all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including reasonable attorney's fees and costs, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of CONTRACTOR, its agents or employees. CONTRACTOR shall save harmless and indemnify and defend LEA and its governing board, officers, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts or omissions by CONTRACTOR, its agents or employees in the course of rendering service(s) under this Agreement.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation all consequential damages, from any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of LEA, its agents or employees. LEA shall save harmless and indemnify and defend CONTRACTOR and its governing board, officers, administrators, agents, and employees from all damages of every nature and description proximately caused by negligent or willful acts of omissions by LEA, its agents or employees in the course of rendering service(s) under Contract.

Notwithstanding any contrary provisions herein, both parties agree that it retains legal responsibility for its own actions in complying with any and all obligations it has under state and federal law and will not be indemnified for the same.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$ 2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$ 1,000,000 personal & adv. injury
$ 3,000,000 general aggregate
$ 2,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability**) coverage, **<u>including</u> Sexual Molestation and Abuse coverage**, **unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy,** with the following limits:

$ 1,000,000 per occurrence
$ 2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials, and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials, and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

<u>INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH RESIDENTIAL TREATMENT FACILITY ("RTC")</u>

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

A. **Commercial General Liability** coverage of **$3,000,000** per **Occurrence** and **$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **$1,000,000/$1,000,000/$1,000,000**.

C. **Commercial Auto Liability** coverage with limits of **$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment, or other assets. Minimum amount of coverage shall be **$250,000** per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **$3,000,000** per occurrence and **$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of changes in student's residence. CONTRACTOR shall notify LEA in writing of student and/or parent's change of residence within five (5) school days after CONTRACTOR becomes aware of said change.

If the student's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence if CONTRACTOR had knowledge of the student's change of residence.

CONTRACTOR shall notify LEA immediately (within 24 hours) when the CONTRACTOR becomes aware of an emergency change of placement (i.e., hospitalization, juvenile hall, shelter, etc.).

17. LICENSED CHILDCARE INSTITUTION (LCI) CONTRACTOR

If CONTRACTOR is an LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

18. CERTIFICATION AND WAIVER

When a CONTRACTOR seeks renewal of certification, the CONTRACTOR shall provide the LEA, in which the applicant is located, written notification of its intent to seek renewal.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, Contractor that operates a program outside of this state shall be certified or licensed by that state to provide, respectively, special education and related services to students under the federal Individuals with Disabilities Act (20 U.S.C. Sec. 1400 et seq.).

19. FACILITIES MODIFICATION

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations, Section 550, and California Education Code, section 32001. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.

20. RENEWAL

LEA/CONTRACTOR may, but is not required to, renew this Master Contract in subsequent Contract years.

21. ENTIRE AGREEMENT

This Contract and any exhibits or attachments hereto constitute the entire Contract between LEA and CONTRACTOR and supersedes any prior or contemporaneous understanding or contract with respect to the services contemplated. This Contract binds the heirs, successors, assignees, agents, and representatives of CONTRACTOR.

22. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

23. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is strictly limited to the LEA Governing Board/Superintendent/designee as the sole individual who has the capacity to act as a representative on behalf of the school district.

III. EDUCATIONAL PROGRAMS

24. FREE AND APPROPRIATE PUBLIC EDUCATION

Unless otherwise agreed to, in writing, by LEA and CONTRACTOR, CONTRACTOR shall not accept payment from a parent for, or provide any services outside of those identified in a particular student's ISA. This clause shall not apply to the ability of a CONTRACTOR to accept payment from parents for additional services funded solely by parents' private insurance, so long as LEA and CONTRACTOR agree in writing to this arrangement, and so long as CONTRACTOR ensures that parents' payments are being made from a private insurance source only. Further, this clause is not intended to affect a CONTRACTOR'S ability to accept private payment for a student not being served under an ISA by that CONTRACTOR.

Unless otherwise agreed to by LEA and CONTRACTOR, CONTRACTOR shall be responsible for the provision of all programmatic supplies, equipment, or facilities specified in the students' IEP and ISA. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the student's IEP, including screening or interviews which occur prior to or as a condition of the student's enrollment under the terms of this Contract, except as specified in writing signed by all relevant parties and attached to the student's ISA. This provision does not apply to voluntary activities unnecessary to provide the student with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, students not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs. CONTRACTOR shall guarantee that all charges to the LEA are consistent, justified, and based on standards applied to all students enrolled and attending the NPS/NPA.

If an individual's IEP requires specialized low incidence equipment based on their qualifying disability, the specialized equipment and/or supplies shall be provided by the LEA unless otherwise specified in the ISA. The LEA shall provide the low incidence equipment and/or supplies identified in the student's IEP unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the SELPA/LEA remain the property of the SELPA/LEA, and the supplies and/or equipment purchased by the CONTRACTOR remain the property of the CONTRACTOR.

If the IEP team determines that the individual with an IEP requires Assistive Technology and/or Augmentative Alternative Communication (AT/AAC) devices, equipment and/or materials, the LEA shall provide such items unless the LEA and the NPS/NPA agree otherwise. AT and/or AAC devices, equipment and/or materials purchased by the LEA remain the property of the LEA.

In the event that a foster youth may be placed in an NPS, the contractor and LEA will work collaboratively with the LEA Foster Youth Liaison to ensure and facilitate proper school placement enrollment, transfer of credits, records, grades and checkout from school. (EC 48853.5 (e) (1) and AB490) Whenever a change in foster child's residence occurs, the foster child has a right to remain in the school of origin to the end of the highest grade maintained at that school. Decisions regarding placement are IEP decisions which should include participation of LEA Foster Youth Liaison as appropriate.

25. COPY OF IEP AND PROGRAM OF INSTRUCTION

Upon referral of a student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP including the Individualized Transition Plan (ITP) and available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student. CONTRACTOR shall notify the LEA of its decision to decline enrollment. CONTRACTOR will provide student a program of instruction that is consistent with each student's IEP as specified in the ISA's for NPS/NPA. The general program of instruction provided to students under the ISA for NPS/NPA shall be responsive to LEA's required sequence of courses and related curriculum for students and be responsive to the IEP goals and objectives assigned by NPS/NPA. The program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract. Designated instruction and related services will

only be provided during the period of the student's regular or extended school year program, or both, and shall occur at the school site, unless otherwise specified by the student's IEP. CONTRACTOR shall ensure that Individual Transition Plans (ITP's) are completed for all students at the age of 16 years and older. CONTRACTOR agrees to use SELPA IEP/ ITP forms and SELPA service logs.

26. SERVICE/PROGRAM MONITORING

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.
The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is an NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

27. STUDENT DISCIPLINE/ SUSPENSION AND EXPULSION

Suspensions and expulsions of students by CONTRACTOR shall be consistent with the provisions of the California Education Code and California Code of Regulations (EC 48900 et seq. and 48915.5 et seq.) CONTRACTOR shall have a written policy regarding suspension and expulsion procedures. CONTRACTOR shall notify within five (5) days and provide written documentation to LEA each time a student is suspended, including the reason for said suspension. Written documentation shall include, but not be limited to, student's name, date, time, offense, rationale for disciplinary action taken, and an attached copy of all applicable Behavior Plans (i.e. goals, BIP's, etc.). CONTRACTOR agrees to contact LEA to schedule a manifestation determination at an IEP meeting no later than the 10th day of suspension. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made.

28. GRADUATION REQUIREMENTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be notified.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

If the student is enrolled in an NPS and is of secondary school age, LEA will list the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of diploma requirements and specify levels of proficiency in basic skills as measured by LEA approved proficiency tests. Standardized tests including state mandated assessments shall be administered pursuant to LEA state and federal guidelines. For students in grades nine through twelve, inclusive, LEA will provide a current transcript and a specific list of courses required. At the close of each semester CONTRACTOR shall prepare transcripts and submit them to the student's district of residence for evaluation of progress toward completion of diploma requirements.

At the close of each semester, or upon student transfer for students in grades nine (9) through twelve (12), inclusive, CONTRACTOR shall update transcripts and submit them upon request to the student's school of residence. Six months prior to graduation, CONTRACTOR shall notify LEA of the transition to high school for graduation.

When a student exits from special education as a result of earning a diploma, aging out or returning to LEA, the CONTRACTOR shall provide to the LEA a summary of student's academic achievement and functional performance along with recommendations on how to assist the student in meeting their post-secondary goals.
For purposes of this provision if the needs of the students are such that the IEP team determines that a functional skills curriculum is most appropriate, the educational program shall be designed to be in alignment with the essential state standards and will result in the awarding of a certificate of completion either by the LEA or the NPS as determined by mutual agreement.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's and CDE's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; and (c) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards –aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans that are in compliance with state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and available to the SELPA prior to the effective date of this Master Contract.

FOSTER YOUTH - AB 167 – Assembly Bill 167 refers to California legislation that amended Ed Code to exempt students in foster care from school district graduation requirements that exceed state graduation requirements if the student transfers to the district, or transfers from one high school to another within a district in the 11th or 12th grade if the student would not be reasonably able to complete the additional district requirements. AB 167 requires school districts to provide notice to foster youth exempted from additional district requirements if failure to satisfy such local requirements will affect the student's ability to gain admission to a postsecondary educational institution.

29. REASONABLE VISITATION/ PARENT ACCESS

CONTRACTOR will provide reasonable parental access to LEA students and all facilities including, but not limited to: the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, for those parents whose children reside in the living quarters. CONTRACTOR shall ensure that parental visits are in agreement with court order, if any.

CONTRACTORs operating programs associated with an NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for the therapeutic visits from the CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

30. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a student is withdrawn from school by the parent. CONTRACTOR shall confirm such telephone call in writing immediately or no later than five (5) school days.

31. MEDICATIONS

Unless otherwise set forth in the student's ISP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

32. ACCIDENT/INCIDENT REPORT

Contractor agrees to submit a written accident report to LEA within 24 hours of incident when a student has suffered an injury requiring medical attention provided by a medical practitioner resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

33. STUDENT RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All student records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain access log delineating date, time, agency, and identity of individual for any authorized person accessing student records who is not in the direct employ of the CONTRACTOR. SubCONTRACTORs shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing student records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subCONTRACTORs access to student records when the subCONTRACTOR provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the student records. CONTRACTOR also agrees to comply with the parental right to request records and the parental right to inspect a student's file as defined in the federal law under Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

34. ACCESS TO RECORDS

CONTRACTOR shall ensure that records of access are maintained for individual files. These records shall include the name of the party, date, and purpose of access.

35. PROGRESS REPORTS

Progress reports relating to goals and objectives in a student's IEP and other data required for review shall be sent by CONTRACTOR to LEA and parent on a quarterly basis or trimester as appropriate. Additional reporting periods may be identified by the IEP team. Upon request, an updated report shall be provided if there is no current progress report, whenever a student is scheduled for an IEP review by LEA's Individualized Education Program team or when a student's enrollment is terminated. CONTRACTOR shall establish grading policies to be followed unless otherwise specified in student's IEP.

36. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of school or agency closure, to forward student records immediately but no later than seven (7) days to LEA. These shall include, but are not limited to, current transcripts, IEP/IFSP reports and results of proficiency testing and State Assessments.

37. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for providing the student's special education teacher and the related services or personnel appropriate to represent the related services at required IEP /ITP meetings. These meetings will be held at the NPS unless otherwise approved by the LEA and CONTRACTOR. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. The LEA is responsible for scheduling and issuing the Notice of Meeting for all IEP team meetings. Parents or guardians shall be notified of the IEP meeting early enough to ensure an opportunity to attend. Proper notice of meeting shall include the purpose, time, and location and who shall be in attendance. Every effort shall be made to schedule the IEP meetings at a time that is mutually convenient to parents, LEA, and CONTRACTOR's staff. Parents or guardians shall be informed in the notice of the right to bring other people to the meeting who have knowledge or special expertise of the student. The CONTRACTOR shall ensure private and confidential communication between the student and members of the IEP team, at the student's discretion. Transition services (designed with a results-oriented process focused on improving the academic functional achievement of the child) must be addressed in the IEP for the student no later than in the

year in which they turn 16 years of age. Extended school year shall be discussed as part of the IEP meeting with an emphasis on student need.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA shall provide training for any NPS and CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

38. STATEWIDE MANDATED ASSESSMENT

CONTRACTOR shall administer all statewide achievement tests and any other state assessment as mandated by LEA pursuant to LEA and/or CDE guidelines.

Each student, subject to the alternative accountability system pursuant to EC section 52052, placed in an NPS by an LEA, shall be tested by qualified staff of the NPS in accordance with that accountability program.

The CONTRACTOR agrees to conform to the approved testing calendar window. The LEA shall provide opportunities for training as necessary and requested by the contractor. The LEA shall provide all appropriate test materials to the NPS for administration of the tests.

NOTE: CONTRACTOR shall determine its state-mandated testing period subject to EC section 60640. CONTRACTOR shall notify the LEA of a student enrolled in the school of its testing period. CONTRACTOR's staff, who shall administer the assessments, shall attend the regular testing training sessions provided by the LEA.

If CONTRACTOR's staff have received training from one LEA or similar agency, that training will be sufficient for all LEAs that send students to the CONTRACTOR.

39. SCHOOL ACCOUNTABILITY REPORT CARD

The NPS shall prepare a school accountability report card in accordance with EC section 33126.

40. CLASS SIZE-NONPUBLIC SCHOOL

When Contractor is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of one (1) teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

41. RELATED SERVICES

Unless otherwise specified in the LEA student's IEP and/or ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student

is scheduled to attend school. If student misses a related service session due to staff absence, that session shall be provided within thirty (30) school days.

Any adjustment, correction, addition or offer of added work shall be discussed with the CONTRACTOR and not the teacher or direct service provider.

Upon mutual agreement between contractor and district, related services may be provided outside of regular hours to meet the needs of the student and/or unique circumstances.

42. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH, including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon 1) each notification of an IEP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and (4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR shall assist the LEA in meeting its due process notification obligations.

43. STATE MEAL MANDATE

CONTRACTOR shall assist LEA to meet the LEA's responsibilities to satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

44. HEALTH AND SAFETY

CONTRACTOR shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

CONTRACTOR agrees all employees, subCONTRACTORs, volunteers, and any other individual who may come into contact with a student on school grounds to follow universal health care precautions when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training to all employees, volunteers, and any other individual who may come into contact with a student on school grounds regarding universal health care precautions and to post required notices in areas designated by the California Health & Safety Code.

45. BEHAVIOR MANAGEMENT/ POSITIVE BEHAVIOR SUPPORT

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the staff member's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Use prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

46. STUDENT RETURN TO DISTRICT

CONTRACTOR and LEA shall assist all SELPA and LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition. This may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements and other student supports. These provisions shall also apply to mediated agreements and OAH decisions.

47. EDUCATIONAL REPRESENTATIVE/SURROGATE PARENT

CONTRACTOR shall recognize an LEA-appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule

the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

48. GRADE LEVEL ASSIGNMENT

All students enrolled in NPS shall be assigned a grade level commensurate with their chronological age if it is not designated on the IEP prior to admission. If student is participating in a functional skill development program, the grade assigned shall be determined by the following formula (age – 5 = grade level).

49. MIDDLE SCHOOL/ HIGH SCHOOL TRANSITION

When a student is to transition to a high school district, the LEA/CONTRACTOR shall follow the SELPA policy as outlined in the Local Plan as it relates to fiscal responsibility. All services provided in ESY are the fiscal responsibility of the elementary district.

50. OVERSIGHT/ PLACEMENTS/ EDUCATIONAL PROGRESS

The LEA shall evaluate NPS placements through the IEP process. Included in this evaluation, is a review of IEP stated goals and state assessment results in order to determine if student is making appropriate educational progress. The LEA shall consider whether or not the needs of the student require an NPS and whether changes to the IEP are necessary, including whether the student may be transitioned to a public school setting.

IV. PERSONNEL

51. CREDENTIALS AND LICENSES/FINGERPRINT CLEARANCE

The CONTRACTOR providing special education and designated instruction and services must utilize staff that hold a certificate, permit, or other document equivalent to that which staff in a public school are required to hold.

EC Section 56366.1(n) requires all teachers in nonpublic schools to meet the same credentialing requirements as those for public school teachers. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as a curricular and instructional leader, and be able to provide leadership, oversight, and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with students with disabilities. (B) A student personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education. special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

A. CONTRACTOR shall be responsible for verification of security clearance, credentials, and licenses held by its employees, agents, and subCONTRACTORs. Education credentials shall be on file at the NPS/NPA office. A copy of the CDE Certification will be submitted with the contract to the LEA.

B. CONTRACTOR shall provide to LEA on annual basis copies of appropriate credentials and/or license(s) if change of staff occurs, which directly affects the students. CONTRACTOR shall notify LEA in writing within

forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

C. CONTRACTOR shall require all employees and all subCONTRACTORs to submit fingerprints consistent with California Education Code Section 44237. CONTRACTOR shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for CONTRACTOR'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained: and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of contractors, subcontractors, in addition to employees.

D. This provision shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

52. TEACHER/STAFFABSENCE

When a classroom teacher/instructor is absent, CONTRACTOR shall employ a substitute teacher/instructor or provide coverage by an appropriately qualified and credentialed staff person. Coverage shall be provided in the classroom in place of the absent teacher for the entirety of the school day to provide instruction and fulfill other duties of the absent teacher. Upon written or oral request, CONTRACTOR shall provide LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. In regard to an NPA, when a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately credentialed staff person to provide service and fulfill other duties of the absent provider. The CONTRACTOR shall elect to reschedule the related service session consistent with Section 41 and 58 related services of this contract.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

53. MANDATED REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164, et seq., and maintain documentation of such trainings. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. The contractor shall acknowledge the legal requirements and maintain written documentation and verification of staff training and adherence to such reporting including timelines, which shall be submitted upon request to the SELPA and the LEA (EC § 44691). CONTRACTOR shall further ensure that its SUBCONTRACTORS are similarly trained.

54. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, is familiar with and agrees to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

55. SEXUAL HARRASSMENT

CONTRACTOR shall have policy procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the LEA. CONTRACTOR shall ensure that an immediate and comprehensive investigation is commenced and shall keep the LEA fully informed of the progress and result of such investigation. CONTRACTOR further agrees to provide annual training to all employees regarding regulations concerning sexual harassment and related procedures.

V. FINANCIAL SECTION

56. SCHOOL CALENDAR

A. The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not less than the number of school days prescribed by the State of California for the regular school year (RSY) days, plus extended school year (ESY) as determined by the IEP team. Unless otherwise stated in a particular Student's IEP, billable days shall include only those days that are included in the submitted and approved school calendar or required by the IEP for each LEA student.

B. Services are not provided during winter break, spring break, intersessions, or the period between extended year and the fall semester.

C. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Juneteenth, and Memorial Day, as specified in the LEA's official calendar.

57. STUDENT ABSENCES: NON-PUBLIC SCHOOL

No later than the fifth (5th) consecutive day of a student's absence, CONTRACTOR shall notify LEA of such absence in writing, unless a written time extension is granted by a LEA authorized representative.

CONTRACTOR will maintain written records regarding all LEA students' absences. These records shall indicate school and/or residential absences, as appropriate.

LEA shall not be responsible for payment for more than 8 cumulative days of absences per semester, unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.

58. STUDENT ABSENCES: AGENCY ONLY

If the student is enrolled in a NPA, the LEA shall not be responsible for the payment of educational services when the student is absent. CONTRACTOR shall notify LEA in writing when the student absences exceed three (3) sessions. Make-up sessions may be scheduled but shall be limited to 30 school days in which the original services were scheduled. Unless otherwise agreed, all related services shall be provided by CONTRACTOR during the LEA's regular school and extended school calendar days unless otherwise specified on the IEP. A unit of service for payment purposes is one day of attendance. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for reimbursement under state law.

59. LEA and/or CONTRACTOR CLOSURE DUE TO EMERGENCY

NPS School Closure and Make-Up Day of Service

In the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422, the NPS would be permitted to schedule a makeup day of service. The NPS would work collaboratively with LEAs and inform them of a date(s) during the current school calendar year on which the makeup day of service would occur.

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

Contractor is Open and LEA is Open or Closed

- If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

Contractor Closure

- Unless otherwise directed by Executive Order, Law, or other similar directive, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

- Unless otherwise directed by Executive Order, Law, or other similar directive, If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student was continuing in their regular attendance, until alternative placement can be found.

Both LEA and Contractor are Closed

- On days the LEA is funded via Waiver, Executive Order, Law or other similar directive, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure if stated by the Waiver guidance, Executive Order, Law or other similar directive.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate. CONTRACTOR and LEA shall work collaboratively to resolve any payment and service disputes brought about by emergency closures. CONTRACTOR will provide documents, information, and clarification on services as requested by the LEA.

60. ATTENDANCE RECORDS

A. CONTRACTOR shall keep daily attendance of each student and shall report attendance monthly to LEA. Such attendance shall be filed with monthly invoices to LEA within thirty (30) days of the close of the school month. Separate attendance register forms must be submitted for all related services as specified on the IEP.

B. Original attendance registers submitted to the LEA with invoices for payment must be completed by the service provider whose signature must appear on said register. CONTRACTOR is responsible for verifying accuracy of said registers and for informing service providers of their personal responsibility for the completion and accuracy of said attendance registers.

C. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for the purpose of auditing attendance reporting.

D. The LEA is required to maintain school records in order to ensure the appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the NPS.

61. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record, and a description of the record/s provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records: (a) the student's parents; (b) employees of LEA of CONTRACTION having a legitimate educational interest in requesting or receiving information for the record and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEPs, BERs, incident reports, notification of injuries, and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

62. INSTRUCTIONAL DAY

The total number of instructional minutes per school year provided by CONTRACTOR shall be equivalent to the number of instructional minutes established for LEA schools unless otherwise specified within the student's IEP or ISA, provided the ISA meets the minimum standards for instructional minutes as specified in Education Code. The number of instructional minutes shall be exclusive of recess, lunch, and passing time. For Pre-K through grade twelve (12), unless otherwise specified on the student's IEP or ISA, the number of minimum instructional minutes shall be as follows: one hundred eighty (180) instructional minutes shall be provided to pre & kindergarten students: two hundred thirty (230) instructional minutes shall be provided to students in grades one (1) through

three (3): two hundred forty (240) instructional minutes shall be provided to students in grades four (4) through twelve (12).

63. PAYMENT UNIT: NON-PUBLIC SCHOOL ONLY

A unit of service for payment purposes is one day of attendance or apportionment absence as defined in California Education Code 46010. LEA shall not be responsible for payment of services for days on which a student's attendance or absence does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day serviced.

CONTRACTOR shall notify LEA when Medi-Cal is billed for educationally related expenses.

64. PAYMENT UNIT: NON-PUBLIC AGENCY ONLY

A unit of service for payment purposes is one hour of related service. LEA shall not be responsible for payment of services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law.

65. RATE SCHEDULE

The CONTRACTOR agrees to apply the same rate for the entire fiscal year. Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP and the charges for such service(s) during the term of this Agreement shall be as follows:

A. Nonpublic School only

	Rate	Period (specify)
Basic Education Program	$ 327.80	Daily

B. Designated Instruction and Service and/or Other Related Services

(1)	Adapted Physical Education	$	per	
(2)	Behavior Intervention Services	178	per	Hrly
(3)	Day Treatment Services		per	
(4)	Language/Speech Therapy/Group	134.20	per	Hrly
(5)	Language/Speech Therapy/Indiv.	150.60	per	Hrly
(6)	Mental Health		per	
	a) Counseling/Group	130	per	Hrly
	b) Counseling/Individual	194	per	Hrly
	c) Counseling and Guidance		per	
(7)	Occupational Therapy	150.60 (Ind) 134.20 (Grp)	per	Hrly
(8)	One-on-One Aide	69 (BT) 107 (Program Manager)	per	Hrly
(9)	Parent Counseling	161	per	Hrly
(10)	Physical Therapy		per	
(11)	Psychological Services		per	
(12)	Residential Treatment Services *Educationally Related Mental Health Board and Care*		per	
(13)	Social Work Services		per	
(14)	Transportation (if required)		per	
(15)	Other: AT/AAC Services	177.20	per	Hrly
	Other: Health and Nursing	144.50	per	Hrly
	Other: Daily Meal	10	per	Daily

One time enrollment/material fee for new students 850

66. PAYMENT DEMAND

If a student is enrolled in an NPS/NPA, with the approval of the LEA, prior to agreement to a contract or ISA, the LEA shall issue a warrant for services for up to 90 days during which time the contract shall be consummated. If after 60 days the Master Contract has not been finalized, either party may appeal to the SPI. Within 30 days of receipt of appeal, the SPI, or designee, shall mediate the formulation of a contract which shall be binding upon both parties.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; title of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

CONTRACTOR shall submit said demands for payment for services rendered no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance, which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA.

If an LEA fails to send a warrant for the amount requested within forty-five (45) days or failed to notify the contractor within 10 working days of any reason why the requested payment shall not be paid, the NPS may require the LEA to pay an additional amount of 1.5 % of the unpaid balance per month until full payment is made, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

67. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR when: (A) CONTRACTORS performance, in whole or in part, either has not been carried out or is insufficiently documented; including but not limited to, failure to implement the individualized education program and all attachments incorporated therein of the student(s) for whom this Contract is written; (B) CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with the inspection, review or audit of its program, work or records; (C) education and/or related services is provided by LEA students by personnel who are not appropriately credentialed/licensed or otherwise qualified; (D) Contractor was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and /or records; (E) CONTRACTOR has failed to provide to LEA all documents prior to school closure; (F) CONTRACTOR has failed to provide to LEA properly prepared invoices within thirty (30) days from the end of the attendance accounting period: or (G) CONTRACTOR has failed to provide to LEA proper rebilling invoices within (30) calendar days from the date that the original invoice was returned to CONTRACTOR. If LEA determines that cause exists to withhold payment to CONTRACTOR, within ten (10) working days written notice shall be sent that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA's

withholding payment. Within fourteen (14) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies which form the basis for LEA's withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR'S time to respond by an additional fourteen (14) days.

68. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by LEA or by appropriate state or federal audit agencies occurring as a result of CONTRACTOR's performance of this Contract. CONTRACTOR also agrees to pay to LEA within thirty (30) days of written demand by LEA the full amount of LEA'S liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR's failure to perform properly any of its obligations under this Contract.

Upon request of LEA and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following records: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services: absence verification records (parent doctor notes, telephone logs, and related documents); staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination: staff time sheets: non-paid staff and volunteer sign-in sheets; transportation and other related services subAgreements; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks. Such access may include inspections by LEA with prior notice.

All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited in order to assess the extent to which funds were expended consistent with such budgetary information.

CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm in a reasonable and timely manner. If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's failure to perform, in whole or in part any of its obligations under this Contract as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

69. INSPECTION AND AUDIT

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by LEA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to LEA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. Fiscal records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit. To the extent, the CONTRACTOR disagrees with the findings of the audit; the dispute process as authorized in section 9 shall be utilized for the resolution of the dispute.

70. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

71. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR	**LOCAL EDUCATION AGENCY (LEA)**
Rising Star Sped Academy	Mountain View Whisman School District
Name of Nonpublic, Nonsectarian School/Agency	Authorized Representative/School District
Cmach	
Contracting Officer's Signature	Signature
Chloe Mach - CEO	
(Type) Name and Title	(Type) Name and Title
6/4/25	
Date	Date

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Rising Star Sped Academy

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ Contract for Professional Services / Special Services

- ☐ **Up to $50,000**, no further steps required.
- ☑ **$50,001 and above**, completed the following items:
  - ☒ 2 Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☒ 2 Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ Contract for Services (*NOT* Special Services)

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ Contract for Waste Services {MOT or CBO}

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Transportation Services (Bus, Cars, etc.)

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ Contract for Equipment, Materials and Supplies

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ Contract for Educational Materials

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000,** completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	August 6, 2025	Date:	8/8, 2025
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate Superintendent

Checklist not required for school sites

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education
and
Mountain View Whisman - Mariano Castro Elementary School

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman - Mariano Castro Elementary School (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the terms, responsibilities, and commitments of each Party regarding the participation, fiscal, and site implementation of a school-based Wellness Center as articulated in the CCSPP Implementation Cohort 1 grant.

SCCOE and the Agency agree to the stated roles and responsibilities under Section 3, as it relates to the Wellness Center established on the following campus: Mariano Castro Elementary School, 500 Toft Street, Mountain View, CA 94041.

The objective of this partnership is to ensure students have prompt and readily available preventive and early intervention mental health and wellness services, aimed at mitigating the escalation of mental health and wellness concerns in both severity and effect. The Wellness Center is one component of a "whole child approach" to support students and to bring the vision of schools as centers of wellness to life.

2. Goals

- ☑ Improve access to inclusive, equitable, high-quality education.
- ☑ Provide quality support to districts, schools, students, and communities.
- ☑ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

Facilities

- The Agency agrees to provide facility space for the operation of the school-based Wellness Center, as follows:
    - A designated Wellness Center space for drop-in services that is at least 10' x 12' in size, such as a classroom, conference room, etc.
      A designated Wellness Center confidential office space with a closeable door that is at least 7' x 8' in size, to be used for the provision of counseling and other health and wellness services provided by the SCCOE.
    - The Agency shall either designate space for group services or provide access to space for group services rendered by the SCCOE and/or by its contracted partners. The space for group services shall be at least 10' x 10' in size and must be different from the drop-in space. If designating

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space for the provision of group services, the Agency designates a room.
    - If the Agency is unable to designate Wellness Center drop-in space, confidential office space, and/or group services space as outlined above, with written agreement from the SCCOE, the Agency may choose to utilize a removable structure on campus.
- The Agency agrees that:
    - The designated facilities shall be used for the sole purpose of Wellness Center operations.
    - The designated facilities shall not be used by any other programs or staff without consent from the SCCOE.
    - The designated facilities shall not be changed, nor shall SCCOE staff be displaced, without consent from the SCCOE.
    - The designated facilities shall be empty and free of all storage materials, furniture, and traditional classroom items, such as student desks and textbooks, not expressly stated in the furniture and equipment agreements below.
- The Agency will provide SCCOE Wellness staff with keys, as follows:
    - Key(s) to each of the designated spaces on campus.
    - Key(s), or an access code, to access the campus if there are locked gates and/or doors.
    - Key(s) for access to the staff restroom.
    - Keys for any other locked spaces on campus that Wellness staff will need to access, such as a staff resource room, mailbox, and/or lockable cabinets within the designated spaces.
    - Key(s) on an as-needed basis for shared space utilized for the provision of group services, if the Agency is not designating a space for the provision of group services.
    - Note - One (1) copy of each key shall be assigned to each SCCOE Youth Health and Wellness staff member and their MHW Coordinator.
- Failure or delay in the provision of Wellness Center workspaces may result in a delay of the opening of the center.

Group Services & Contracted Providers

- The Agency agrees to allow SCCOE to bring contracted service providers on site for the provision of Tier 1, Tier 2, and/or Tier 3 health and wellness services. Standards for partnership with contracted providers will be assured, in accordance with Section 3.2 of this agreement.
- The Agency shall notify SCCOE Wellness staff each time SCCOE contracted providers come on site for the provision of services, and shall direct contracted providers to check in with SCCOE Wellness staff upon their arrival.
- The Agency shall be responsible for determining all required clearances and/or approvals necessary for contracted service providers to have contact with or access to the Agency's students.

Operational Support

- The Agency will provide SCCOE Wellness staff with access to the site resources and materials made available to other school staff members, including:
    - High volume printer
    - Photocopier
    - Fax machine
    - Paper: butcher paper, colored paper, printer paper, etc.
    - Adopted Social Emotional Learning (SEL) curriculum
    - The Agency will provide SCCOE with access or print cards needed to operate these resources, as

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applicable.

- The Agency may choose to purchase additional wellness related tools, materials, and supplies for the drop-in space and/or confidential office space, at its discretion.

Partnership & Collaboration

- The Agency will ensure that at least one district leader participates in a Community of Practice or Work Group facilitated and/or hosted by the SCCOE's Youth Health and Wellness Department.
- The Agency will ensure that the school principal (or designee) and at least one district administrator participates in a quarterly Wellness Center leadership team meeting.
- The Agency will allow faculty meeting, grade level/department meeting, or other meeting time for ongoing professional development and/or presentations to staff related to matters of youth health and wellness, including:
    - Time at the beginning of the year to do a Wellness Center introduction and overview.
    - Two to three (2-3) professional development sessions throughout the school year facilitated and/or hosted by SCCOE Wellness staff (topics to be determined based upon site needs).
- The Agency will ensure SCCOE Wellness staff receive all school communication, including but not limited to staff memos, family newsletters, school-wide communication, and invitations to staff meetings.
- The Agency will provide SCCOE Wellness staff with a school site calendar that includes staff meetings and events (e.g., all staff meetings, professional development days) and family/community meetings and events (e.g., Back-to-School events, Open House, Cafecitos).
- The Agency will provide opportunities for SCCOE Wellness staff to participate in community events, which may include Principal's Coffees, Back-to-School Night, Open House, etc.
- When referring a student to the Wellness Center for direct services, the Agency will provide a copy of a signed Release of Information (ROI) that allows information to be exchanged between the Agency and the SCCOE, thereby increasing partnership and collaboration.
- The Agency will immediately report any personnel, safety, and/or major operational concerns to the SCCOE Wellness Supervisor.

Data & Technology

- The Agency will provide district internet connectivity to Wellness Center facilities and devices.
- The Agency will provide each SCCOE Wellness Center staff member with a district email address within three to five (3-5) days of their SCCOE-issued start date. Failure or delay in the provision of a district email address may result in a delay of the opening of the center.
- The Agency will provide each SCCOE Wellness Center staff member with access to the district's Student Information System (SIS) within three to five (3-5) days of their SCCOE-issued start date. Failure or delay in the provision of SIS access may result in a delay of the opening of the center.
- The Agency will include SCCOE Wellness staff on all relevant email distribution lists, including 'all staff'.

3.2. <u>The SCCOE Responsibilities:</u>

Human Resources

- The SCCOE may provide staff to supplement, expand, and/or fill existing gaps in staffing. In accordance with the SCCOE Wellness Center model, the SCCOE may provide the following site-based Wellness staff members:

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  - Mental Health Specialist (0.5 FTE) For specific roles and responsibilities, please refer to the corresponding job description listed on the SCCOE's website.
  - Wellness Center Liaison (1.0 FTE) For specific roles and responsibilities, please refer to the corresponding job description listed on the SCCOE's website.
- SCCOE Wellness staff's work week is Monday through Friday for a total of five (5) days per week, not
- including holidays and breaks.
- SCCOE Wellness staff may work special events, such as Back-to-School Night and Open House, and/or may host community events outside of the traditional work schedule with permission from their SCCOE supervisor.
- The SCCOE will provide an employee calendar to the site principal for each Wellness staff member. The employee calendar will be informed by the Agency's calendar and shall be developed in accordance with SCCOE observed holidays.
- SCCOE Wellness staff work eight (8) hours per day. Staff break and lunch periods will be adhered to as outlined in the respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website.
- All Human Resources matters, including staff evaluations, will be addressed by the SCCOE supervisor in according with the SCCOE and the unit member's respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website.
- The SCCOE will provide supervision, evaluation, professional learning, and monthly team meetings to Wellness staff in order to assure that staff:
  - Implement SCCOE's Wellness Center model and framework in collaboration with the school site.
  - Maintain professionalism with students, families, and colleagues.
  - Maintain confidentiality of student matters.
  - Adhere to legal and ethical practices.
  - Provide leadership to coordinate and collaborate with other partners and service providers, including those on the school campus and those off-site.
  - Follow procedures that ensure the school is able to generate revenue for behavioral health services provided, thereby supporting the sustainability of the program.
- SCCOE Wellness staff will work in partnership with existing site and/or district-based mental health and community outreach personnel in order to coordinate and leverage resources and support for students, families, and community.
- SCCOE Wellness staff will be available for crisis support on the school campus. At the SCCOE's discretion, Wellness staff may temporarily be assigned to assist with crisis response efforts off-site.

Furniture & Equipment

- The Agency or the SCCOE will provide the following furniture for Wellness Center staff:
  - (1-2) Lockable file cabinets, each with a key
  - (1-2) Staff office desks
  - (1-2) Staff office chairs
  - (1-2) Staff computers
  - (1-2) Staff desktop monitors
  - (1-2) Staff keyboards
  - (1-2) Staff computer mice
  - (1) Projector
  - (1) Wellness Center printer

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    - SCCOE internet connectivity

- Furniture shall meet SCCOE workspace expectations set forth in the respective collective bargaining agreement. Please refer to the corresponding contract/agreement listed on the SCCOE's website (https://www.sccoe.org/depts/human-resources/lists/contracts%20and%20agreements/allitems.aspx).
- All items purchased by the SCCOE will be the property of the SCCOE.

Operational Support

- The SCCOE will purchase an initial Wellness Center toolkit consisting of regulation tools, such as fidgets.
- The SCCOE may provide a Social Emotional Learning (SEL) curriculum, to be utilized by SCCOE Wellness staff. If the Agency has an adopted SEL curriculum, SCCOE Wellness staff will utilize this curriculum and may use SCCOE provided supplemental curriculum to expand upon support and/or target specific needs.
- The SCCOE will establish partnerships with community-based organizations, such as those who provide non-traditional therapeutic modalities, in order to expand the school site's existing wellness continuum of care. Standards for partnership will be assured through the establishment of a Professional Services Agreement, which entails insurance verification, criminal background check, verification of mandated reporter training, and Tuberculosis screening.

Data & Technology

- The SCCOE will provide each SCCOE Wellness staff member with access to the SCCOE's Electronic Health Record (EHR) system.
  All data in the SCCOE Electronic Health Record System will follow FERPA/HIPPA compliance. Data may be used for reimbursement of services billed to the CYBHI Statewide Multiplayer Fee Schedule.

Program Evaluation

- The SCCOE will conduct an evaluation of program effectiveness that utilizes program data (i.e., formative and summative data collected via surveys and assessment, referral, case management, and direct service data) to fulfill grant or funding requirements and obtain additional funding for sustainability of the Wellness Center program.

Insurance Billing

- The SCCOE will provide service free of charge to students, in accordance with the law. Students may not be charged a co-pay or fees by the SCCOE or by their insurance provider.
- The SCCOE will claim reimbursement for services rendered. Claims will be submitted to available health insurances, including Medi-Cal, Managed Care Plans, and Commercial Health Plans, in accordance with federal, state, and local policy, and with consent from the caregiver/parent, where applicable.
- The SCCOE will work in partnership with the Agency to ensure that billing completed by the SCCOE will not impact any billing being done by the Agency and/or school site.

Professional Learning Opportunities

- The SCCOE will provide technical assistance to school site and district staff related to Wellness Center implementation.

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- The SCCOE will offer professional learning opportunities to school site and district staff, such as Communities of Practice and Work Groups.
- The SCCOE will provide professional learning opportunities for staff at school sites with an SCCOE Wellness Center and at other school sites as well.
- The SCCOE will provide technical assistance to school sites/districts interested in implementing and/or expanding their Wellness Centers, when requested and contingent upon SCCOE capacity.

3.3. Shared Responsibilities:

Staffing

- In the event that a Wellness Center Liaison or Mental Health and Wellness (MHW) Specialist resigns or otherwise vacates their position during the term of this Agreement, SCCOE shall not be obligated to hire or backfill the position. Instead, the District shall assume responsibility for filling the vacancy and associated employment obligations. SCCOE may transition to a reimbursement model for any applicable services rendered, subject to mutual agreement.
- Any changes to this provision, including but not limited to any modifications regarding hiring responsibilities or reimbursement procedures, must be made through a written amendment to this Agreement, signed by both parties.

Partnership & Collaboration

- The Agency, including the site principal, will participate in at least three (3) planning sessions with SCCOE Wellness leadership prior to SCCOE Wellness Center staff beginning on campus, or until the needs assessment, asset mapping, staff onboarding and integration plan, and continuum of care are completed in partnership.
- The Agency, including the site principal and any site-based mental health providers (e.g., school counselor, psychologist, social worker), will participate in at least three (3) planning sessions with SCCOE Wellness leadership and SCCOE Wellness Center staff prior to the opening of the school's Wellness Center, or until the referral pathway, youth advisory planning, and roll out plan are completed in partnership.
- During the first two months of implementation, the Agency, including site principal (or designee) and any site-based mental health providers (e.g., school counselor, psychologist, social worker), SCCOE Wellness leadership, and SCCOE Wellness Center staff will meet as a Wellness Team on a weekly basis.
- After the first two months of implementation, the Agency and the SCCOE will determine the frequency of Wellness Team meetings, with at least a monthly meeting occurring between site principal (or designee), site-based mental health providers (e.g., school counselor, psychologist, social worker), and SCCOE Wellness Center staff.
- Both the Agency and the SCCOE will develop a plan to integrate SCCOE Wellness staff into their respective school site, inclusive of site-based staff meetings, site-based student support teams (e.g., MTSS, COST, SST, ISS, PBIS), referral meetings, School Link Services work, and other school activities and meetings related to student mental health and wellness.
- Extended day Wellness staff support, such as for evening family/community engagement events, may be requested and is possible, pending funding, staff availability, and approval from the SCCOE Wellness Supervisor.

Youth Advisory Group (YAG)

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- The Agency and the SCCOE will work collaboratively to develop and co-facilitate a site-based Youth Advisory Group (YAG), in alignment with the criteria below:
    - Provide opportunities to develop youth leadership, with a specific focus on mental health, wellness, and peer supported activities.
    - Ensure YAG feedback and leadership informs the activities and services provided by the Wellness Center.
    - Provide evidence of how site-based youth voice shapes opportunities for student and community support within the Wellness Center.
    - Provide YAG with opportunities to co-develop Wellness Center messaging and collateral.
    - Provide opportunities for YAG members to communicate in advocacy and outreach through participation in policy events, activities, social media, and photo and video campaigns related to Mental Health & Wellness and the Santa Clara County for School Wellness Centers Initiative.
    - Provide opportunities for youth-led groups, forums, and activities.

Communications & Media Agreements

- During the course of the agreement, media opportunities may arise for the SCCOE, the Agency, and students, including the general student body, YAG members, or SWAG members. Media may be produced by the SCCOE; students participating in the YAG, SWAG, or school Wellness Center activities; or it may be produced by external organizations. This section outlines the agreements as it relates to media opportunities.
    - The Agency and SCCOE Wellness staff may recruit students to participate in media opportunities for the purposes of publicizing Office of Education programs, publicizing Office of Education partnerships, developing educational materials, or reporting on events of community interest.
    - The Agency and the SCCOE agree to notify each other of video marketing opportunities related to school-based Wellness Centers prior to production.
    - The SCCOE will ensure written consent by the parent/guardian will be obtained by the SCCOE or the organization producing the content for all students under 18 years of age in advance of production.
    - The Agency and the SCCOE agree that production may occur on campus during the instructional day at mutually agreed upon times.
    - The Agency and the SCCOE agree that production occurring on or off the school site outside of the instructional day requires only caregiver/parent consent.
    - The SCCOE agrees to provide the Agency an opportunity to preview any SCCOE video production related to Wellness Centers it produces prior to public release.
    - The Agency and the SCCOE agree and understand that media production developed by parties external to this agreement may not be previewed prior to public release.

3.4. Delivery of Services and Use of Resources:

- The Wellness Center will remain open during school hours, Monday through Friday, at minimum.
- Hours of operation may be expanded upon at the discretion of the SCCOE, based on funding and capacity. If hours of operation are expanded, the SCCOE will provide a revised Wellness Center schedule to the Agency.
- The Wellness Center will open on the first day of school and will remain open until the last day of school, at minimum.

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- Extension beyond the school year is possible, pending funding and written agreement between the Agency and the SCCOE.
- Wellness Center services and supports are intended to be provided in-person on campus, though they may need to be provided remotely, depending on the continued impact of the pandemic and/or any school closures. Any adjustments shall be made at the discretion of the SCCOE.

4. Duration of Agreement

This agreement starts on July 1, 2025 of this agreement and ends on June 30, 2026; subject to change based on funding availability.

5. Articulation of Monies/Compensation

This Agreement is contingent upon the appropriation of sufficient funding by SCCOE for the services covered by this Agreement. If funding is reduced or deleted by CCSPP Implementation Cohort 1 for the services covered by this Agreement, SCCOE has the option to either terminate this Agreement with no liability occurring to SCCOE or to offer an amendment to this Agreement indicating the reduced amount and/or services.

5.1 Cost Sharing

Qualifying Entities are required to provide a local match equal to one-third (33 percent) of the CCSPP grant amount. The local match shall be contributed in cash or as a services/resources of comparable value, as determined by the California Department of Education. The cost sharing form must be completed upon execution of the MOU and for grant reporting purposes. The cost sharing total amount for CCSPP Cohort 1 shall be $82,500.00 for the duration of the one school year.

6. Data Sharing

6.1. Data Collection:

The Agency

- The Agency will collect Tier 1, Tier 2, and Tier 3 personally identifiable (PII) and de-identified data for the purposes of program evaluation and grant reporting. The Agency may elect to utilize SCCOE's forms and tools for data collection, or they may elect to use their own forms and tools.
    - If the Agency elects to use its own forms and tools, the Agency will collect the following data elements: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location, SSID, Grade, District, Gender, Age, SPED, Ethnicity, SED, FY, Migrant, School, Student Date of Birth (Age), Student Last Name, First Initial, Date and Time of Service, District ID Number.
    - If the Agency elects to use its own forms and tools, the Agency will also provide a Calming Space
    - Survey to each student who visits the calming space, to be completed prior to exiting. Required data elements for the calming space survey include, but are not limited to: District Student Number; Student Last Name, Student First Name; Date of Birth; Grade; School Site; The Wellness Center helped me (yes/maybe/no), How were you feeling when you came in to the Wellness Center today?; How are you feeling now?; I want to come back to the Wellness Center (yes/maybe/no); How long were you at the Wellness Center today?; Is there anything you would like to say about the Wellness Center or for the Wellness Center Staff to know? The Agency's response options for the survey questions will be consistent with the options available on the

spreadsheet template provided by the SCCOE for the purposes of grant reporting.
    - The Agency will submit Calming Space Survey data, Tier 2 data, and Tier 3 data to the SCCOE in a spreadsheet template.
- The Agency may be asked to administer a Social Emotional Learning (SEL) survey to all students in grades 3 and above. If requested, and if the Agency is not currently administering a SEL survey, the Agency agrees to administer SCCOE's DataZone SEL Survey questions.
- The Agency agrees to distribute the SCCOE Wellness Center Program feedback survey to students, caregivers, and teachers/administrators via hard copy forms and/or electronically (i.e., through the Agencies established e-communication channels, such as listservs) and shall report aggregated results back to the SCCOE on a yearly basis.
- The Agency will collect student insurance information. This data will be collected in preparation for the upcoming policy changes that will allow schools to bill Medi-Cal, Managed Care Plans, and Commercial Health Plans.
- The Agency will transfer all information to SCCOE in a secure manner; SCCOE staff will provide further directions to the Agency on how to do this.

The SCCOE:

- The SCCOE will collect and store personally identifiable (PII) student data in relation to Tier 1, Tier 2, and Tier 3 services and/or supports provided by the Wellness Center, as well as student data extracted from the DataZone Data Warehouse, in the SCCOE's Electronic Health Record (EHR) System (i.e., Welligent), in accordance with state and federal regulations. SCCOE site staff will only have access to records for students that are at their site. SCCOE Wellness Team (leadership) will have access to all records stored in Welligent.
    - Data elements collected by SCCOE staff include: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location.
- The SCCOE will collect and store personally identifiable (PII) student feedback data in relation to visits at the Wellness Center's Calming Space for the purposes of understanding student satisfaction and impact on mood. Data elements may include: SSID; District Student Number; Student Last Name, Student First Initial; Date of Birth; Grade; School Site; The Wellness Center helped me (yes/maybe/no), How were you feeling when you came into the Wellness Center today?; How are you feeling now?; I want to come back to the Wellness Center (yes/maybe/no); How long were you at the Wellness Center today?; Is there anything you would like to say about the Wellness Center or for the Wellness Center Staff to know?
- The SCCOE will distribute and collect feedback surveys for events, activities, and professional development opportunities provided by the SCCOE staff and its contracted providers.

6.2. Data Sharing

- The SCCOE and the Agency will adhere to legal and ethical data management practices in relation to privacy and security.
- The Agency will share data collected with the SCCOE, using templates or data file formats approved by the SCCOE on a basis consistent with grant reporting requirements.
- Both parties will provide an aggregate report of the data collected to each other on a semesterly basis.
- The SCCOE and the Agency, with additional data sharing agreements, may develop file extracts that allow the Agency to pull Wellness Center data obtained by the SCCOE into the Agency's Student Information System (SIS) and the SCCOE to pull Wellness Center data obtained by the Agency into Welligent, Service

Link App (SLS App), or DataZone Data Warehouse.

- The Agency agrees to share data collected or stored in the Data Warehouse and the SLS App, including personally identifiable (PII) student data and/or de-identified student data, with the SCCOE Research and Evaluation Team for the purposes of program evaluation and development of aggregated reports examining the correlations between school Wellness Center services and educational indicators including: Attendance, Grades, Suspension, Drop Out, Test Scores.
- The Agency agrees to the SCCOE sharing any data elements mentioned in this agreement with federal, state, and local funders based on the grant or funding agreement.
    - The SCCOE will provide an opt out option to students and caregivers in the SCCOE Consent Form.
    - The SCCOE will track students who opt out in Welligent.
    - The SCCOE will omit data for students who have opted out in the reports it provides to federal, state, and local funders.
    - The SCCOE may share data with agencies, including but not limited to: The Mental Health Services Act Oversight Commission, the California Department of Education, Managed Care Plans.
    - Data shared may be personally identifiable (PII) student data and/or de-identified student data, depending on grant or funding agreements.
- The Agency grants permission to the SCCOE to access and/or use personally identifiable (PII) student data stored in the SCCOE DataZone Data Warehouse and School Linked Services App for the following purposes:
    - An extract from the Data Warehouse to be loaded into Welligent (and reside on Welligent's server) for all currently enrolled students, with daily updates for added/dropped students. This will be done to ensure data quality (e.g., input errors or lack of knowledge of student ID), and to support coordination of care. Data elements sourced from the SCCOE Data Warehouse include: SSID, First Name, Last Name, Grade, District, Gender, Age, SPED, Ethnicity, Race, SED, FY, Migrant, English Language Status, Enrollment Start Date, Enrollment End Date, Attendance (%), Course Schedule, Graduation Status, Homeless Program, Parents Name, District ID #, Student Date of Birth, Student Mailing Address, Primary Language, School District, School Site, Suspensions, Expulsions, Drop out rates.
    - The Agency will grant permission to the SCCOE to access and/or use personally identifiable (PII) and de-identified student data stored within the School Linked Services App for the purposes of program evaluation and/or grant reporting. Data elements include: Referral Reason, Organization, Program, Tier, Coordinator Services, Referred By, Status, Date Initiated, Date Referred, Service, Close Date, Event Type, Location, Health Insurance, Sexual Orientation. The SCCOE will implement role permissions to ensure that the level of PII data to SCCOE is limited to what is needed for completion of their roles and responsibilities. The following access will be provided:
        - Mental Health & Wellness Specialist/ Wellness Center Liaisons - Will have access to PII services data and records for students they directly serve and access to educational records to all students at the sites they serve.
        - Director - Youth Health and Wellness, Coordinators- Social Emotional Wellness, and Managers - Social Emotional Wellness will have access to PII data for all students receiving services by staff under their direct supervision and all educational data at the sites served.
        - Senior Research Analysts assigned to prepare and submit reports and conduct program evaluation will have access to PII data for all students. PII data will not be linked with clinical records of students served through the Wellness Center.

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7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon a ninety (90) day advance written notice to the other Party. Upon termination, SCCOE Wellness staff will need at least ten (10) days specifically allocated to closing cases and connecting students and families with other providers.

8. Other Terms

8.1. **Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. **Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.

8.3. **Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. **Third-Party Beneficiaries**: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. **Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. **Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. **Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to

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execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Dr. David Toston Sr.

Title: County Superintendent of Schools

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95139

Phone: (408) 453-6511

Email: dtoston@sccoe.org

Mountain View Whisman School District:

By: _____
Signature of Authorized Agency Official

Name: Jeffery Baier

Title: Superintendent

Date: _____

Address: 1400 Montecito Ave.
Mountain View, CA 94043

Phone: (650) 526-3500

Email: jbaier@mvwsd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____ Signature: _____

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Santa Clara County Office of Education

Exhibit A

SCCOE & MARIANO CASTRO ELEMENTARY SCHOOL

WELLNESS CENTER IMPLEMENTATION GRANT INFORMATION

A1. Grant Name: California Community Schools Partnership Program Planning Grant (CCSPP) – Cohort 1

A2. Grant Period: July 1, 2022 to June 30, 2027

C3. Grant Total Award: $1,187,500.00

- Year 1: $250,000.00
- Year 2: $250,000.00
- Year 3: $250,000.00
- Year 4: $250,000.00
- Year 5: $187,500.00

Allowable Activities and Costs

Budgets for the use of implementation grant funds will be reviewed and scored as part of the application process. Generally, all expenditures must contribute to establishing new community school sites and/or expanding or continuing programs at any community school site(s) to improve student outcomes. Items deemed non-allowable, excessive, or inappropriate by the CDE will be eliminated and the budget adjusted accordingly. Budgets that include non-allowable, excessive, or inappropriate items will receive a lower score. Allowable expenditures may include, but are not limited to, the following:

Integrated Support Services

- Professional development, planning time, and staffing to discover, review, and plan to address student needs and learning loss related to the COVID-19 crisis, including through targeted instruction and intensive tutoring.
- Common planning time for teachers by school, grade, and/or subject area to develop a shared vision for what students should know and be able to do, and how to work with families and community partners.
- Professional development on and design of programs and strategies that promote positive behavioral interventions, restorative practices, and trauma-informed instructional approaches, including the creation of advisory systems that ensure students are well-known and supported.
- Development of leadership coaching and support to strengthen collaborative leadership amongst site administrators, teachers, families, students, and community partners.
- Professional development and support for school and LEA staff to implement coordinated and integrated strategies for student supports within and across schools and districts, such as a multi-tiered system of support, coordination of services team (COST), or other classroom and school day supports.

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Family and Community Engagement

- Professional development and programmatic supports for teachers and staff on evidence-based strategies to develop trusting, inclusive, and collaborative relationships with families and community members.

- Professional development and staff time for building and strengthening connections between teachers, students, and families, such as culturally responsive engagement practices, strengths-based student-family-teacher conferences, virtual or in-person home visitation programs by school staff, and family engagement action teams.

Collaborative Leadership and Practices for Educators

- Funding for a comprehensive and collaborative assessment of school and community assets and needs.

- Training and planning meetings between personnel and partners, including counselors, teachers, families, students, health professionals, college faculty, governmental agencies, community service organizations, and businesses, to support program sustainability and build awareness in the region on the benefits of community schools.

- Funding for dedicated staff (including community school coordinators) to support and facilitate partnerships, and discover professional development opportunities to build capacity for collaborative education and community leadership structures and practices.

- Participation in and utilization of research programs and strategies that promote positive behavioral interventions, restorative practices, and trauma-informed instructional approaches.

- Professional development that builds the capacity of educators and administrators to effectively engage input and leadership from students, families, and community members in community school decision-making processes.

- Planning for collaboration time among educators to identify and develop plans for meeting student needs.

Expanded Learning Time and Opportunities

- Professional development to expand and enrich curriculum through deeper learning strategies such as project-based learning that connects to concerns and/or organizations.

- Stipends, planning time, and support for educators (including teachers, expanded learning program staff, and other community partners working at school sites) to plan expanded learning time activities, including enhanced coordination between school-day and expanded learning time programs and activities for after school and/or summer programming.

- For LEAs serving elementary school students, stipends, planning time, and support for educators (including teachers, childcare and early learning program staff, expanded learning program staff, and other community partners working at school sites) to plan early learning programs, including enhanced

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coordination between K–12 educators and school staff, expanded learning time programs and activities, and childcare and early learning programs.

Non-allowable Activities and Costs

Funds provided under this grant may not be used to:

- Supplant existing services and funds;
- Provide sub-grants to members of the partnership or other agencies. This includes mini-grants, which are different than service contracts;
- Acquire equipment for administrative or personal use;
- Purchase furniture (e.g., bookcases, chairs, desks, file cabinets, tables);
- Purchase or lease facilities;
- Remodel facilities not directly related to accessibility to instruction or services;
- Purchase food services, refreshments, banquets, and meals—possible exceptions are allowed, with evidence that the provision of food is necessary to implement a programmatic intervention strategy or training event conducted beyond normal school hours or off site for students, staff, and/or parents;
- Purchase promotional favors, such as bumper stickers, pencils, pens, or t-shirts;
- Purchase items for personal gain, a benefit or advantage that relates to a particular person rather than to the program as a whole. (i.e. gift cards, stipends to families and students).
- Purchase subscriptions to journals, magazines, or other periodicals; and
- Travel outside of the United States or to banned states, as specified by state travel rules. California state law restricts the use of state general funds to pay for travel costs to states that have laws that discriminate based on sexual orientation, gender identity, and gender expression.[1]

Administrative Indirect Cost Rate

An LEA must limit administrative indirect costs (overhead) to the rate approved by the CDE for the applicable fiscal year in which the funds are expended. The approved rates can be found on the CDE's Indirect Cost Rates web page at www.cde.ca.gov/fg/ac/ic/index.asp.

1. Prohibition on State-Funded and State-Sponsored Travel to States with Discriminatory Laws (AB 1887). https://oag.ca.gov/ab1887.

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Accountability

Performance Measures

To ensure the successful implementation of the CCSPP, implementation grantees are required to submit the following to the CDE:

- annual project expenditure reports;
- annual implementation plan updates and progress reports;
- annual sustainability plan updates (starting in year two);
- an end-of-project expenditure report; and
- an end-of-project report, including a sustainability plan.

These reports should detail demonstrated progress towards and improvements on (1) school-level outcome measures and (2) program outcome measures and identified goals. These must include any and all elements required by the CDE, as well as any locally-determined measures. The applicant shall commit to providing program and expenditure data to the CDE, as specified by the CDE, and participating in overall program evaluation.

Failure to submit required annual reports or demonstrate evidence that deliverables have been met, and/or failure to show progress towards identified program and/or school level outcome measures, may result in the loss and/or remittance of some or all awarded funds.

School-Level Outcome Measures

In order to prepare a report to the Legislature at the end of the grant period, the CDE has determined a set of common outcome measures that all grantees will be required to establish and report baseline and improvement data, which includes the following, disaggregated by school sites and student subgroups.

- School attendance rates
- Chronic absenteeism rates
- Middle school dropout rates
- High school dropout rates
- Proficiency scores, English Language Arts and Mathematics, if available
- High school graduation rates
- Pupil suspension rates
- Pupil expulsion rates
- Other locally determined measures

Program Outcome Measures

The long-term measure of success for the CCSPP is the establishment and expansion of learning supports, learning opportunities, community-rooted and culturally relevant instructional practices, positive and nurturing school climates, and strong partnerships that better serve the needs of students and families, resulting in improved student outcomes.

An assessment of programmatic impact should reflect the LEA's as well as the community school's (schools') strategic implementation priorities as determined by the community school leadership team(s) (a collaborative

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body of educators, administrators, families, students, community and civic partners) and designed to measure progress using baseline assessment data of student outcomes and school quality. The assessment will help applicants make progress toward achieving goals and updating the community schools implementation plan(s).

This assessment of programmatic impact should examine the extent to which grantees plan to support and expand high-quality community school goals, to:

- **Effectively and meaningfully engage** students, teachers, families, and community partners;
- **Establish and expand partnerships**, supports, and services that intentionally address locally-defined needs;
- **Expand student-centered teaching practices and enrichment** opportunities during and out of school time;
- **Enhance positive, supportive, inclusive, and racially just school climates** through relationship building, positive behavioral supports, and restorative practices;
- **Demonstrate collaborative leadership and shared decision-making** (inclusive of students, families, teachers, site administrators, and community partners); and
- **Develop the systems and practices** necessary to maintain the positive outcomes of the CCSPP.

As the CDE is required to prepare a comprehensive report to the Governor and Legislature by December 31, 2025 and December 31, 2027, the items listed above may be addressed and collected from grantees by an external evaluator to help inform the report.

Program Deliverables

Grantees must meet program deliverables. Listed below are the deliverables:

- Annual Expenditure Reports
- Annual Implementation Plan Updates and Progress Reports
    - Pupil and school data disaggregated by applicable school sites and student subgroups, including comparisons to baseline data.
    - Pupil and school baseline and improvement data resulting from any needs assessment and asset mapping activities.
    - Progress report and summary of updates to the community schools implementation plans for the overall initiative and each of the schools involved in the project. The annual report includes a description and review of all activities and must include descriptions of the following:
        - Student, family, educator, and community partner engagement
        - Collaborative leadership and shared decision-making structure and process

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        - Student-centered teaching practices and enrichment
        - Supportive and inclusive school climate activities, including activities to strengthen relationship building, positive behavioral supports, and restorative practices
        - School(s) response to student and family needs including supports, services and related provider and cooperating agency partnerships
        - Annual public meeting(s) to share progress report(s) and summary of updates to community schools implementation plan(s) with the community including students, families, educators, and community partners at both the LEA and school level.

- Annual Sustainability Plan Updates, starting in Year 2
- End-of-Project Expenditure Report
- End-of-Project Report
    - Pupil and school data disaggregated by applicable school sites and student subgroups, including comparisons to baseline data.
    - Pupil and school baseline and improvement data resulting from any needs assessment and asset mapping activities.
    - Final progress report and summary of updates to the community schools implementation plans for the overall initiative and each of the schools involved in the project. The final report must include a description of all activities and must also include descriptions of the following:
        - Student, family, educator, and community partner engagement
        - Collaborative leadership and shared decision-making structure and process
        - Student-centered teaching practices and enrichment
        - Supportive and inclusive school climate activities, including activities to strengthen relationship building, positive behavioral supports, and restorative practices
        - School(s) response to student and family needs including supports, services and related provider and cooperating agency partnerships
    - Community schools initiative sustainability plan including a description of the role the LEA will play in coordinating and supporting the overall initiative, established service provider and cooperating agency partnerships, and identified ongoing funding sources.
    - Description of the community schools initiative data collection (including data sharing), and outcomes tracking, and continuous improvement system and processes.

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Reporting Requirements

Date	Activity
May 2022	Grant Award Notification Letter Signed by Grantee and Received by the CDE
June 30, 2023	Annual Progress Report, Implementation Plan Update, and Expenditure Report Due
June 30, 2024	Annual Progress Report, Implementation Plan Update, initial Sustainability Plan, and Expenditure Report Due
June 30, 2025	Annual Progress Report, Implementation Plan Update, Sustainability Plan Update, and Expenditure Report Due
June 30, 2026	Annual Progress Report, Implementation Plan Update, Sustainability Plan Update, and Expenditure Report Due
June 30, 2027	End-of-Project Report (including Sustainability Plan) and Expenditure Report Due

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Santa Clara County Office of Education

Exhibit B

SANTA CLARA COUNTY OFFICE OF EDUCATION REPORTING TEMPLATE

CALIFORNIA COMMUNITY SCHOOLS PARTNERSHIP PROGRAM & WELLNESS CENTER

INSTRUCTIONS

Every grantee is required to complete an end-of-project and expenditure report. Reports should include the following:

1) **CCSPP Grantee Details** – Provide background information about the grant including the primary applicant and reporting to the local educational agency (LEA).

2) **CCSPP Activities** – Complete the CCSPP Activities table. Refer to your approved CCSPP application in identifying the original program activities and indicate any changes in program activities since the application. Report on the types of activities that have occurred over the grant period and the alignment of activities to identified goals.

3) **CCSPP Indicators** – Describe and provide data on CCSSP indicators relevant to each of the four community school pillars. Refer to your approved CCSPP application to identify indicators.

4) **CCSPP Narrative** – Provide a one to three paragraph narrative for each prompt.

5) **Expenditure Report** – Complete and submit the attached expenditure report.

The Four Pillars of Community Schools

The final performance report will ask you to reference the Four Pillars of Community Schools in several places throughout this form. The following description is from the California Department of Education's *Proposed California Community Schools Framework* available at: https://www.cde.ca.gov/be/ag/ag/yr22/documents/jan22item02a1.docx

Community schools are defined in statute as public schools with "**strong and intentional community partnerships ensuring pupil learning and whole child and family development**," including the following features:

• **Integrated student supports,** which can support student success by meeting their academic, physical, social-emotional, and mental health needs. Statute defines this as including the "coordination of trauma-informed health, mental health, and social services." Effectively supporting students also requires that students be well known so that they can be well served. *Site based wellness center

• **Family and community engagement,** which involves actively tapping the expertise and knowledge of family and community members to serve as true partners in supporting and educating students. Statute defines this as including "home visits, home-school collaboration, [and] culturally responsive community partnerships." Learning opportunities for family members as well as structures and opportunities for shared leadership are other important elements of authentic family engagement.

• **Collaborative leadership and practices for educators and administrators** that establish a culture of professional learning, collective trust, and shared responsibility for outcomes in a manner that includes students, families, and community members. Statute defines this as including "professional development to transform school culture and climate that centers on pupil learning and supports mental and behavioral health, trauma-informed care, Social Emotional Learning [and] restorative justice."

• **Extended learning time and opportunities** that include academic support, enrichment, and real-world learning opportunities (e.g., internships, project-based learning). Statute refers to these opportunities as both "extended learning" and "expanded learning" and defines them as including "before and after school care and summer programs." Expanded learning opportunities

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can also include tutoring and other learning support during school hours.

SECTION 1: CSSPP Grantee Details

1. Indicate the applicant/lead LEA.

Name: _____ CDS Code (14 digits): _____

2. The Report must be submitted by the CCSPP lead or an individual with district authority. Indicate who is submitting this report.

Name: _____ Title: _____

SECTION 2: CCSPP Activities

To make progress toward CCSPP goals, grantees may engage in diverse activities. For each potential activity below, please identify whether the activity was part of your CCSPP application in column 1. The numbers in parentheses indicate the column number.

For the activities that are part of your CCSPP grant (check box selected in column 1), **please indicate the alignment of the activities to the appropriate community school pillar(s) in columns 2-5.** More than one pillar can be aligned with a given activity. Please reference the California Department of Education's description of features of the Four Pillars of Community Schools on the following page.

Additionally, for the activities that are part of your CCSPP grant (check box selected in column 1), please check the box in column 6 if you engaged with or expanded partnerships during the grant period, check the box in column 7 if training or professional development in that area occurred during the grant period, and check the box in column 8 if implementation of programs and practices occurred during the grant period. If more than one of these types of activities have occurred, please check all that apply. If you did not engage with partnerships, provide training, or engage in implementation for a given activity during the grant period, please check the box in column 9. 4

		Alignment to Pillars (check all that apply)				Status of Activity During Grant Period (check all that apply)			
Establish / maintain…	Part of CCSPP Grant (1)	Integrated support services (2)	Family and community engagement (3)	Collaborative leadership and practices (4)	Expanded learning time and opportunities (5)	Engaged with or expanded partnerships (6)	Provided training / professional development (7)	Implemented programs or practices (8)	Did not conduct activity (9)
Career / technical education	☐	☐	☐	☐	☐	☐	☐	☐	☐
Case management (e.g., linkages to services, social work supports)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Culturally responsive practices	☐	☐	☐	☐	☐	☐	☐	☐	☐
Expanded learning time – After school	☐	☐	☐	☐	☐	☐	☐	☐	☐
Expanded learning time – Before school	☐	☐	☐	☐	☐	☐	☐	☐	☐
Expanded learning time – Distance school	☐	☐	☐	☐	☐	☐	☐	☐	☐
Expanded learning time – Summer school	☐	☐	☐	☐	☐	☐	☐	☐	☐
Family / community engagement activities	☐	☐	☐	☐	☐	☐	☐	☐	☐
Home visits / school-family communication	☐	☐	☐	☐	☐	☐	☐	☐	☐
Leadership development / teams (e.g., develop leadership team, hire coordinator)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Mental health / wellness services	☐	☐	☐	☐	☐	☐	☐	☐	☐
Multi-Tiered Systems of Support (MTSS)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Needs assessment	☐	☐	☐	☐	☐	☐	☐	☐	☐
Positive Behavior Interventions and Supports (PBIS)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Restorative practices or restorative justice models	☐	☐	☐	☐	☐	☐	☐	☐	☐
Social emotional learning	☐	☐	☐	☐	☐	☐	☐	☐	☐
Strategic planning	☐	☐	☐	☐	☐	☐	☐	☐	☐
Student centered teaching practices (e.g., project-based learning, universal design for learning)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Systems for collaboration / shared decision making	☐	☐	☐	☐	☐	☐	☐	☐	☐
Trauma-informed strategies	☐	☐	☐	☐	☐	☐	☐	☐	☐
Tutoring / Mentorship / Coaching for students	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other: (specify)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other: (specify)	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other: (specify)	☐	☐	☐	☐	☐	☐	☐	☐	☐

SECTION 3: CCSPP Indicators

CCSPP indicators are the performance and outcome measures you intended to use to assess the success of your CCSPP grant as articulated in your grant application. The following questions ask you to describe and provide data on your grant's indicators relevant to each community school pillar. Please refer to the activities table in Section 2 to inform which activities you designated as aligned to each pillar. Additionally, please refer to your CCSPP application to determine which indicators to report on. If a data source is pertinent to multiple pillars, please describe it once and refer back to where the indicator and data are provided for the subsequent pillars.

1. Please describe and provide data on the indicators related to your grant's goals and activities aligned with the Integrated Student Supports pillar.
For example, if your CCSPP application included indicators related to access to mental health services or increased community partnerships, please describe those indicators and provide applicable data (e.g., number of students receiving mental health services; number of partnerships).

2. Please describe and provide data on the indicators related to your grant's goals and activities aligned with the Family and Community Engagement pillar.
For example, if your CCSPP application included an indicator related to family engagement opportunities please describe the indicator and provide applicable data (e.g., number of family engagement opportunities; number of families served).

3. Please describe and provide data on the indicators related to your grant's goals and activities aligned with the Collaborative Leadership pillar.
For example, if your CCSPP application included an indicator related to the development of a MTSS working guide or professional development, please describe the indicator and provide applicable data (e.g., copy of the MTSS working guide; number of professional development opportunities offered to teachers and staff).

4. Please describe and provide data on the indicators related to your grant's goals and activities aligned with the Extended Learning Time and Opportunities pillar.
For example, if your CCSPP application included an indicator related to having an increased number of students attending an expanded learning program, please describe the indicator and provide applicable data. (e.g., number of students attending the expanded learning program).

SECTION 4: CCSPP Program Narrative

For each prompt below provide a one to three paragraph narrative.

A. Provide a summary of how CCSPP funding and associated activities (Wellness Center) aligns with and compliments yourLEA's LCAP.
B. Overall, what have been the biggest successes of your CCSPP grant this quarter?
C. Overall, what have been the biggest successes of your CCSPP grant this quarter?
D. To inform the improvement of the CCSPP grant program and inform future technical assistance priorities, please provide an overview of the most impeding hurdles and obstacles during the implementation of the CCSPP grant and/or the implementation of the community school and/or wellness center.

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SECTION 5: CCSPP Expenditure Report

AGENCY:				
SCCOE - CCSPP Cohort 1 Wellness Programs				
Qtr:				
Dates:				
Category	Description	Beginning Balance	Expense Tota this Quarter	Remaining Balance

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MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name:

***REQUIRED CHECKBOX* for Service Contracts** County Office will use their MOU in lieu of MVWSD PSA

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 8, 20____	Date:	July 8, 20____
Print Name:		Print Name:	
Print Title:		Print Title:	

For Department:

Checklist not required for school sites

Memorandum of Understanding Between
Santa Clara County Office of Education
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding participation in the School Counselor Residency Program (SCRP). The purpose is to establish a formal partnership between SCCOE and the Agency and to outline the conditions and guidelines governing their collaboration. The goals of this partnership include: recruiting a diverse cohort of school counselors; developing high-quality professionals through a residency model; improving counselor retention; creating a pathway for individuals aspiring to become school counselors; and fostering mentorship by encouraging experienced counselors to support new entrants to the profession. SCCOE and the Agency will collaborate with the University of Massachusetts Global, an Institute of Higher Education (IHE), to implement this new counselor pathway.

2. Goals

- ☐ Improve access to inclusive, equitable, high-quality education.
- X Provide quality support to districts, schools, students, and communities.
- ☐ Be a premier service organization.

3. Responsibilities

3.1. Agency Responsibilities:

- Collaborate with SCCOE staff to recruit and select resident candidates from within the Agency per the selection criteria described in the School Counselor Residency Grant.
- Nominate Mentor Counselor (Mentor) candidates to the program using the criteria in the Grant.
- The Agency shall be responsible for entering into any and all necessary agreements with the IHE, University of Massachusetts Global, prior to the commencement of the residency program for any resident candidate.
- Complete fingerprinting, TB screening, and any other protocols required by the School District for student contact of resident candidates.
- Consider residents as potential future counselors for the district/schools where they are trained.
- The resident candidate will not serve as the counselor of record. However, residents may pursue employment opportunities with the Agency, provided such employment does not interfere with the clinical practice hours required by the School Counselor Residency Program.
- Provide support for the role of the Mentor Counselor including: payroll support with invoicing SCCOE to pay mentor stipends (two $2500 payments, one per semester, less applicable payroll taxes and benefits) and assure Mentor's attendance at required Mentor

seminars (virtual or in-person).

- Provide information about the mentor and resident candidate for grant reporting purposes.
- Work cooperatively with SCCOE and IHE staff and mentors and commit to ongoing professional development in support of the School Counselor Residency Program.
- Review, and revise as needed, district policies, including any applicable collective bargaining agreements that are related to Mentor and Resident candidates working in the district.
- Participate in all evaluation/feedback activities.

Mentor responsibilities:

a. Spend time to formally plan with their resident which includes at least 2 hours per week that is scheduled in advance.
b. Participate in the program for the entire residency period (August-June).
c. Be present as much as possible (not more than 10 days of absence).
d. Agree to be supported and coached by the School Counselor Residency coordinator and attend quarterly coaching sessions.
e. Attend up to ten mentor training sessions.

3.2. The SCCOE Responsibilities:

- Employ a School Counselor Residency Coordinator to perform services as described in the SCCOE/IHE School Counselor Residency Program agreement.
- Provide a process for equitable distribution of services to Resident candidates, Mentors, and Site Administrators in all participating districts, including recruitment of Mentors to work with the district's Resident candidates, as needed.
- Establish and maintain accurate records and reports including confidential files containing information, formative assessments, and other statements of progress for Resident candidates.
- Establish and maintain a comprehensive database for all Resident candidates. Provide regular updates to all Resident candidates and their districts.
- Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing.
- Provide professional development for recruited Mentors to prepare them to participate in the School Counselor Residency Program.
- Provide a $25,000 stipend to the Resident candidate and a $5,000 stipend to the mentor (disbursed in two payments of $2,500, less applicable payroll taxes and benefits), funded through the School Counselor Residency Grant.

3.3. Shared Responsibilities:

- Establish a committee composed of key leaders, district partnership representatives, SCCOE coordinators, and UMass Global faculty leadership to serve as an advisory board, providing guidance on program implementation and continuous improvement.
- Meet at least quarterly on shared agenda items.
- Develop shared program processes.
- Establish regular communication processes and expectations to ensure information and feedback is shared on an ongoing basis.
- Create a recruitment plan for resident candidates.
- Collaborate on curricular integration.
- Create a long-term strategic plan to grow and sustain the residency program.
- Be an active member of the consortium that includes SCCOE, School Districts, and IHE

partners.

- Share data for grant reporting purposes. SCCOE will share the grant reporting document with the district.
- In the event a mentor is unable to complete the term of the Residency program, SCCOE and Agency shall be responsible for finding a replacement mentor as soon as reasonably practicable.
- In the event that the district is not able to find placement for the resident candidates, SCCOE will support placing them in other partner districts.

4. Duration of Agreement

This MOU shall become effective upon the date of execution by both parties and shall continue through June 30, 2031.

5. Articulation of Monies/Compensation

SCCOE will pay the mentor counselor stipend amount of $5,000 per mentor to the Agency as follows:

- $2,500 in fall semester (less applicable payroll taxes and benefits)
- $2,500 in spring semester (less applicable payroll taxes and benefits)

The Agency will invoice SCCOE, who will release the funds to the Agency. It is up to the Agency to deduct the applicable payroll taxes and benefits prior, then pay the mentor through Agency payroll processes.

This Agreement is contingent upon the appropriation and availability of sufficient funding by SCCOE for the services described herein. In the event that funding for these services is reduced, delayed, or terminated by the CCTC, SCCOE reserves the right to either: (a) terminate this Agreement immediately upon notice from CCTC, with no further obligation or liability to SCCOE; or (b) propose an amendment to this Agreement reflecting the adjusted funding amount.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

X No

- Agency will provide information about the mentor and Resident candidate for grant reporting purposes.
- SCCOE will establish and maintain accurate records and reports including confidential files containing information, formative assessments, and other statements of progress for Resident candidates.
- SCCOE will establish and maintain a comprehensive database for all Resident candidates.

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon thirty (30) calendar days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding,

verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: Agency will maintain sufficient insurance to protect the Agency and SCCOE. Agency will name as Additional Insured for General Liability Insurance the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. Agency shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SCCOE upon request.

9.2 Indemnification: Agency has sole discretion to accept a Resident Candidate for clinical practice hours. Agency is solely responsible for any safety protocols required for Resident Candidates for student contact/student access. Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages arising out of the activities and services under this Agreement.

9.3 Agency shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorneys' fees, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the Agency's limit of, or lack of, sufficient insurance protection.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:		**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:**	
By:	_____ Signature of Authorized SCCOE Official	By:	_____ Signature of Authorized Agency Official
Name:		Name:	Jeffrey Bair
Title:		Title:	Superintendent
Date:		Date:	
Address:		Address:	1400 Montecito Ave.
			Mountain View, CA 94043
Phone:		Phone:	(650) 526-3500
Email:		Email:	jbaier@mvwsd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____ Signature: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: - approved vendor

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

County Office will use their MOU in lieu of MVWSD PSA

☐ **Contract for Professional Services / Special Services** ** no cost to DO

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 14, 2025, 20____	Date:	July 14, 2025, 20____
Print Name:	Karin Jinbo	Print Name:	
Print Title:		Print Title:	

For Department:

Checklist not required for school sites

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the California Department of Education Tobacco Use Prevention Education (TUPE) program**.**

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

Reduce tobacco use among students and reduce suspension rates due to tobacco, cannabis, or vape use.

3. Responsibilities

3.1. The Agency Responsibilities:

- Identify the school district lead to make fiscal and programmatic decisions and attend the three mandatory TUPE grantee meetings scheduled on or about each year in August, December, and May at SCCOE or virtually.
- Encourage alternatives to suspension methods for students using or in possession of tobacco/vapes. Attendance at alternatives to suspension trainings is optional but highly encouraged.
- Ensure the district has tobacco-free policy certification and enforce the policy, including maintaining school signage, promoting alternatives to suspension, and communicating the policy to students, families and community, and staff.
- Administer the California Healthy Kids Survey (CHKS) TUPE Core Survey to all grade [5 or 6], 7, 9, 11, and all Non-Traditional (NT) students in the first year of the TUPE grant term and every other year thereafter. The district representative is encouraged to attend a CHKS workshop held each year on or about December at SCCOE or virtually.
- Administer the California Youth Tobacco Survey if school district is randomly selected to participate in the survey.
- Complete Annual Fiscal Expenditure Report, signed by fiscal authority, and include general ledger of funds spent each year by July 15, 2026, July 15, 2027, and July 15, 2028.

3.2. The SCCOE Responsibilities:

- Designate a Manager/Supervisor, to provide overall coordination of the comprehensive Tobacco Use Prevention Education (TUPE) program.

- Ensure that all project funds expended or obligated are allowable costs and in compliance with the approved budget.
- Maintain required documentation of project services, activities, accomplishments, and program records.
- Submit Consortium progress and expenditure reports to the CDE TUPE office annually or as required by the grant to ensure grant compliance.
- Provide annual teacher training on select curricula and provide all materials necessary for implementing the programs with fidelity.
- Provide tobacco/vape prevention webinars, training, and support for school staff professional development and parent education.
- Provide county and regional TUPE events or activities for students and educators to participate in.
- Collaborate with community partners, such as the Santa Clara County Public Health Department, County of Santa Clara Behavioral Health Services, and/or other local agencies, to support student services and address the whole child.
- Deliver on-site technical assistance, and presentations, as needed to educators, students, and parents.
- Monitor school district to ensure up-to-date compliance with tobacco-free policy and signage.
- Maintain the Santa Clara County Office of Education TUPE website: sccoe.org/tupe.

3.3. Shared Responsibilities:

- The parties agree to share the following responsibilities related to increasing awareness about the dangers of youth tobacco use:
  a) ongoing communication between all parties,
  b) other strategic marketing initiatives.

4. Duration of Agreement

- This Agreement begins on July 1, 2025 and ends on June 30, 2028.

5. Articulation of Monies/Compensation

- This is a No-Cost agreement to be amended upon grant application acceptance and approval.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon either Party failing to perform in accordance with the terms and conditions of this agreement following 30 days advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

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Santa Clara County Office of Education

SCCOE:		**Mountain View Whisman School District:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:	Jessica Simpson	Name:	Dr. Ayindé Rudolph
Title:	Director, School Climate, Leadership and Instructional Services	Title:	Superintendent
Date:		Date:	
Address:	1290 Ridder Park Dr. San Jose, CA 95131	Address:	1400 Montecito Ave Mountain View, CA 94043
Phone:	669-212-4444	Phone:	650-526-3552
Email:	jsimpson@sccoe.org	Email:	supt@mvwsd.org

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: - approved vendor

***REQUIRED CHECKBOX* for Service Contracts**

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

County Office will use their MOU in lieu of MVWSD PSA

☐ **Contract for Professional Services / Special Services** ** no cost to DO - grant funded

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 14, 2025, 20____	Date:	July 14, 2025, 20____
Print Name:	Karin Jinbo	Print Name:	
Print Title:		Print Title:	

For Department:

Checklist not required for school sites

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in classes in outdoor science education and conservation education. Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into agreements with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

The Agency, as a participant in the outdoor science and conservation education program, shall perform the following:

- The Agency shall recruit and provide for the attendance of students in the Walden West program.
- The Agency agrees to participate with a minimum number of students as set forth in **Exhibit I** and further agrees to pay the amount as listed in Section 5. The Agency will provide SCCOE the correct account structure to be invoiced accordingly.
- The Agency shall provide at least one (1) classroom teacher for each class of thirty-six (36) or fewer students scheduled to participate in the Walden West program. The teacher is the authorized representative of the Agency at Walden West.
- The Agency is responsible for the health and safety of Agency students during the entire period that the students are participating in the program, including the time the students are in transit to or from Walden West.
- The Agency is responsible for managing the health care needs of students with diabetes, seizures, and other health-related concerns. This includes providing a parent or nurse during the periods of need while attending Walden West—on a 24-hour basis if the student will be living at the outdoor education facility around the clock. If a special education student, student with a disability, or on a 504 plan is receiving unique or one-on-one services, the Agency must provide the same services at the outdoor education facility. Examples of such individualized support include, but are not limited to, one-on-one

assistance, assisting students in wheelchairs, providing interpreters for deaf and partial-hearing students, specialized medical assistance or a recurring need for medical observation, and aiding students who need assistance showering, toileting, dressing, and eating.

- The Agency shall ensure that the school nurse, other duly qualified supervisor of health, or site administrator verifies that the students' medications are in order and that they match their Walden West Medication Forms prior to the students being transported to Walden West.
- The Agency shall provide at least one (1) cabin leader for every twenty (20) students who will fully participate in the week-long program and supervise students in the cabins during residence at Walden West. All 18 and older cabin leaders and chaperones must comply with item 3.3. The Agency will work closely with the Environmental Education Liaison/Recruiter to have parents/adults processed and ready to fill in as cabin leaders as needed. It can take up to three weeks to get processed.
- The Agency shall fill out and return the Walden West Confirmation Form confirming the number of students, teachers, chaperones, and cabin leaders who will participate at least four (4) weeks prior to the event.
- The Agency will assign students to cabins for residence based on a cabin plan sent by Walden West.
- The Agency shall provide Walden West with the following lists two (2) weeks prior to arrival: dietary restrictions list, special needs/health concerns list and night concerns list, all of which are on the School Information Google Sheet.
- The Agency shall provide Walden West with the School Information Google Sheet and cabin lists no later than the Wednesday prior to arrival.
- The Agency will provide an UltraCamp registration link to families so that they can register their students for science camp and complete any optional dietary and health-related documents in the UltraCamp Document Center no later than the Wednesday prior to arrival.
- The Agency shall provide Walden West with an accurate list of program participants names upon arrival. The list shall indicate the name(s) for the teachers(s) who will supervise the students while at Walden West, and any adult chaperones and cabin leaders. Chaperones/cabin leaders over the age of 18 must comply with item 3.3.
- The Agency shall provide transportation to and from Walden West for all students, teachers, and other personnel from the Agency participating in the Walden West program. Transportation shall be scheduled to ensure the arrival of the participants between 9:30-10:00 a.m. on the first day and departure by 11:30 a.m. on the departure date as specified.
- The Agency must provide alternate transportation if a family is unable or unwilling to transport their child home due to communicable disease, live lice, or disciplinary action. If the Agency fails to provide transportation for students whose parents are unable or unwilling pick up their child, the outdoor school shall charge the district for the round-trip mileage of the vehicle used to transport the child home, and for the overtime hourly rate of two outdoor school staff members who transport and accompany the child home.
- The Agency shall observe the regulations and responsibilities as set forth **in Attachments "A" and "B".**
- The Agency shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West program. SCCOE reserves the right to request copies of the field trip forms.

3.2. <u>The SCCOE Responsibilities:</u>

- Provide a food service program for students, teachers, and other participants in the Walden West program. Meals and food services on days specified as follows:

Day 1: Dinner meal
Day 2: Breakfast, lunch, snack, and dinner meal
Day 3: Breakfast, lunch, snack, and dinner meal
Day 4: Breakfast, lunch, snack, and dinner meal*
Day 5: Breakfast*

*Participants of a 3- or 4-day program receive only breakfast on the last day.

- All electricity, lights, heat, and water.
- Facilities that are in good repair and in safe and habitable condition.
- Personnel and resources necessary to implement the Program.
- Communicate with participating Agency's schools regularly regarding the operation and curriculum of Walden West.
- Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West program.
- Provide curriculum materials for all participants of the Walden West program and tools for teachers/coordinators to prepare for camp.
- Provide first aid facilities and supplies for minor injuries or illnesses

3.3. Volunteer/Chaperone/Visitor/Employee Fingerprinting And TB Clearance:

During the entire term of the Agreement, the Agency, its employees and all subcontractors, (nurses, health aides), interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. Fingerprint clearance dates and proof that adults are negative for TB are required prior to their arrival on campus.

The Agency's subcontractors (nurses, health aides, one-on-one aides), interns, parent/guardian chaperones, and volunteers (but not its employees) must print at the SCCOE or use the SCCOE LiveScan Form if printing at a different location. SCCOE will provide the LiveScan fingerprinting background service for the Agency for a fee of $75; schools will be billed for any adult that prints regardless of their participation or clearance status.

3.4. Visitors:

Any additional school staff, contractors, aides, nurses, parents or adults (other than scheduled classroom teachers) who plan to be on the Walden West campus must be approved in advance by the school principal and the Director of Environment Education at Walden West.

4. Duration of Agreement

This Agreement begins on August 25, 2025 and ends on June 30, 2026

5. Articulation of Monies/Compensation

Unless otherwise agreed in writing, Agency shall pay SCCOE after completion of a school's week at the Walden West and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation at Walden West shall be made for each participant. Payments are due within forty-five (45) days of the date of invoice. If Agency's funds are used, Agency shall submit a Purchase Order for participation at Walden West. Or make checks out to Walden West.

The required per-Student charge is:

- Four hundred ($400) for three (3) days

- Five hundred ten ($510) for four (4) days
- Six Hundred ($600) for five (5) days

The required per-School Staff (teachers, aides, etc.) charge is:

- Three hundred thirty ($330) for three (3) days
- Three hundred eighty ($380) for four (4) days
- Four hundred ($400) for five (5) days

Payment for Agency's visitors will be included on the invoice from SCCOE to the Agency. The Director of Environmental Education at Walden West must pre-approve all visitors to the program three (3) weeks prior to visit. Charges for Agency's visitors to Walden West are as follows:

- Meals: $13.10/each
- Lodging: $80.00/per day

The costs as specified in this Section are one (1) week costs. A week is defined as the period beginning with dinner following the participants arrival on Day 1 and ending with breakfast on the last day of the program.

Reimbursement for Damages:

The Agency shall reimburse SCCOE for any damages resulting from the use of Walden West facilities and equipment, normal wear and tear excluded. Reimbursement shall be based upon the actual cost of materials, parts and labor required for repair or replacement. Payment shall be made upon receipt of an itemized invoice.

6. Data Sharing/Confidentiality

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Cancellation/No Shows/Refunds

- In the event the Agency must cancel participation in the Walden West program, the Agency must provide SCCOE with sixty (60) days advance notification in writing to the Director of Environmental Education at Walden West. If such proper written notification is not provided, SCCOE may charge the Agency up to Eighty Percent (80%) of the original amount to provide for irrecoverable costs.
- In the event that 10% to 20% of the number of students will not participate in the Program, the Agency shall give the Director of Environment Education at Walden West at least thirty {30) days prior written notice. Otherwise, the Agency shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the Agency shall be liable and be billed for the program costs.
- No refunds will be given after a student's arrival at Walden West in cases of homesickness, dismissal for discipline or voluntary withdrawal.
- Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

8. Termination

This Agreement may be terminated by SCCOE upon sixty (60) days advance written notification.

9. Other Terms

9.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9.2. Amendments: This Agreement may only be amended by a written instrument signed and acknowledge by the Parties.

9.3. Independent Agency: While performing its obligations under this agreement, the Agency is an Independent Agency and not an officer, employee, or agent of SCCOE. The Agency shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCCOE. The Agency warrants its compliance with the criteria established by the U.S. Internal Revenue Service (1.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Agency including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

9.4. Integration: This agreement, including all attachments and exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations with respect to the transaction discussed in the agreement and supersedes all prior agreements, understandings, and commitments, whether oral or written.

9.5. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

9.6. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

9.7. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

9.8. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

9.9. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9.10. Non-Discrimination And Non-Segregation: During the performance of this Agreement, both parties hereby agree to comply with all Federal, state, and local laws respecting non-discrimination in employment and non- segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

9.11. Tobacco-Free Workplace: When at SCCOE-owned or SCCOE--leased buildings, both parties hereby agree to comply with the Santa Clara County Office of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including

the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in SCCOE-owned or leased buildings, on SCCOE property and in SCCOE vehicles.

9.12. Alcohol And Drug-Free Workplace: Both parties hereby certify under penalty of perjury under the laws of the State of California that School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's Alcohol and Drug-Free Workplace Policy 4020.

10. Insurance/Hold Harmless

10.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office. The Agency shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect The Agency and SCCOE as their interests may appear. Certificates of Insurance will be made available to the SCCOE upon request.

The SCCOE does not provide Accident/Illness insurance for participants. Each student is responsible for providing their own coverage.

10.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

11. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

12. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document or other format. The term "electronically signed agreement" means an agreements that is executed by applying an electronic signature using technology approved by SCCOE.

Santa Clara County Office of Education

SCCOE:		**Mountain View Whisman School District:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:		Name:	Cathy Baur
Title:	Assistant Superintendent of Educational Services or Designee	Title:	Chief Academic Officer
Date:		Date:	
Address:	SCCOE 1290 Ridder Park Dr. San Jose, CA 95131	Address:	1400 Montecito Ave. Mountain View, CA 94043
Phone:	408 573-3052	Phone:	650-526-3500
Email:	mbobias@sccoe.org	Email:	cbaur@mvwsd.org

For Contracts Office/Risk Management use only:

RM#:

Date: Signature:

Santa Clara County Office of Education

ATTACHMENT "A"

WALDEN WEST OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

The aesthetic beauty and educational values of Walden West are due to its relatively undamaged natural area. Please use pathways and avoid walking on grass or plants.

All visitors to Walden West are requested to observe the following regulations in order that this facility may be enjoyed for years to come.

- **Alcohol/Drugs:** The possession or use of alcoholic beverages or illegal drugs and narcotics is prohibited.
- **Firearms/Fireworks:** The possession of firearms, knives, air guns, and fireworks is prohibited.
- **Smoking:** Smoking is not permitted on Walden West grounds at any time.
- **Plants:** The mutilation, destruction, or removal of any plant material is prohibited.
- **Animals:** The destruction or removal of any animal is prohibited.
- **Geological and Archaeological Features:** The removal of geological, paleontological (fossil), archaeological or historical features or objects is prohibited.
- **Hunting/Fishing:** Hunting and fishing are prohibited.
- **Trails:** Hikers are required to confine their hiking to trails provided for that purpose.
- **Vehicles:** The speed limit is 5 miles per hour on all facility roads. Vehicles can be operated only on designated roads and must be parked only in designated areas.
- **Dogs:** No dogs are permitted.
- **Waste Disposal:** Trash and recyclables must be put in proper containers.

Santa Clara County Office of Education

ATTACHMENT B

WALDEN WEST OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

1) The teacher shall accompany each class of students in attendance at Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.

2) The teacher shall be subject to the following regulations during the period of time that their class attends Walden West Outdoor Science School.

3) The teacher shall be available for consultations involving their class except in the following situations:

4) Family Emergency: Teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Director of Environment Education at Walden West of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.

5) Illness or Injury: In the event the teacher becomes unable through illness or injury to continue to participate in the program, the Agency shall provide a certificated teacher as a substitute.

6) Professional Responsibilities:

i) If a teacher is to be absent for professional responsibilities at any time, the principal of their school shall notify the Director of Environment Education at Walden West of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.

ii) The teacher shall actively participate in the Walden West educational program to the best of their abilities.

iii) The teacher shall assume responsibility for students from their class. This includes but is not limited to the following: instruction, discipline and the health and welfare of the students.

iv) The teacher shall participate as a working team member with the Walden West staff during all class periods and field trips.

v) The teacher shall confer with the outdoor school staff to seek solutions to problems encountered by students in their class.

vi) The teacher shall prepare adequately for and teaching/facilitating during those periods when they are solely responsible for class/school meetings at the outdoor school.

vii) Family members of the classroom teacher are not permitted to accompany nor visit them at Walden West.

The Director of Environment Education at Walden West shall inform the school in writing regarding any deviations from these policies by classroom teachers.

Santa Clara County Office of Education

EXHIBIT I

WALDEN WEST OUTDOOR SCIENCE SCHOOL

ATTENDING

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of STUDENTS
Stevenson PACT	Sept 8-11, 2025	4	90
Jose Vargas	Sept 22-26, 2025	5	66
Bubb	Oct 27-30, 2025	4	65
Imai	Oct 27-30, 2025	4	65
Castro	Dec 15-19, 2025	5	46
Mistral	Dec 15-19, 2025	5	46
Monta Loma	Jan 26-30, 2026	5	50
Landels	Jan 26-30, 2026	5	75
Theuerkauf	Jan 26-30, 2026	5	50

PRACTICUM LEARNING AFFILIATION AGREEMENT

AGREEMENT dates as of July 1, 2025, between the **School of Social Work of Columbia University**, 1255 Amsterdam Avenue, New York, NY 10027 (the "University") and **Mountain View Whisman School District** (the "Agency").

1. Field Work Experience for Students

The Agency will afford learning opportunities through an educational program of field work experience and practice to students of the University's School of Social Work as described in this Agreement. The number of students to participate in the program shall be determined by agreement between the University and the Agency from time to time. The Agency shall inform the University and students participating in the program of its rules and regulations, and students shall be subject to such rules and regulations while at the Agency. The Agency reserves the right to request withdrawal of any student whose performance proves unacceptable.

2. University Obligations

a) In accordance with University policy, the University shall: (I) be responsible for the students' health care and (II) obtain liability insurance covering the students. At least two weeks before the start of the field program, the University will provide the Agency with names of, and other required data concerning the students participating in the program for that semester.

b) The University will assign a faculty member as Advisor for the program who will act as liaison among the students, the University, and the Agency. The Advisor will assist in evaluating field work experiences of the students and will: (I) plan for the educational experiences of the students; (II) interpret the educational goals and students' needs as they relate to particular field work experience provided hereunder; (III) provide field work instruction and off site supervision of the students; and (IV) guide and evaluate the experience and practice of students in the program through individual and group conferences with students and social work faculty.

c) The University will provide opportunities for the Agency's representatives to

participate with University representatives in the general planning and evaluation of the field work experiences and practice afforded the students.

d) University will collaborate or consult with Agency's District and site administration and Site Supervisors through meetings, telephone calls, and/or e-mail.

di) University will immediately notify appropriate Agency District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a fieldwork candidate in the school placed at Agency.

3. Agency Obligations

a) The Agency will provide field work experience and practice for the students participating in the program and will participate and cooperate in the educational guidance of such students.

b) The Agency will assign a senior social worker or other person employed in a supervisory capacity to act as liaison among the students, the University, and the Agency.

c) The Agency will: (I) plan for, and assist with, the orientation of students and University faculty representatives to the Agency and the program: (II) assist in the selection and the assignment of field work experiences and practice to be afforded the students; and (III) provide learning opportunities to be afforded the students with consideration of the individual needs and progress of individual students.

d) The Agency will participate in the educational guidance of students including field work supervision and evaluation of student performance.

e) The Agency at its sole discretion may refuse to accept any university student assigned to the Agency, and may request termination of the assignment of any previously assigned student.

4. FIELDWORK CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

a) All candidates will obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service as required by California Education Code Section 44320 (b), and will submit proof directly to Agency.
b) All candidates will have appropriate TB and fingerprinting clearance in alignment with state regulations, and will submit proof directly to Agency.
c) All candidates will participate in training on state laws regarding child abuse reporting, sexual harassment and professional conduct as directed by Agency.
d) Prior to beginning fieldwork, candidates will complete the required coursework.

5. Term

This agreement shall be in effect from the date hereof until June 30, 2026, and thereafter for successive 12-month periods unless and until terminated effective at the end of any semester by written notice given by either party to the other not later than 60 days prior to the beginning of the next semester.

6. LIABILITY INSURANCE

The University and the Agency shall each keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments with limits not less than $2,000,000 each occurrence/$4,000,000 in the aggregate
- Professional Liability (Errors and Omissions) with limits not less than $1,000,000 each occurrence/$2,000,000 general aggregate

District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

7. INDEMNIFICATION

The University agrees to hold harmless and indemnify the Agency, its trustees, officers, employees, agents and independent contractors from and against all expenses, claims, liabilities,

penalties, losses, fines, attorney's fees and judgments arising out of injury or disability to any person of any nature, including death, or damage or loss of property of any nature, arising out of the negligent or willful misconduct of any student or faculty member of the University under this Agreement, except such indemnity will not apply to the extent the activity in question is performed at the direction or under the supervision of the Agency.

Agency shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officials, agents, or employees.

8. ADDITIONAL PROVISIONS

a) Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

b) This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California.

c) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. Further, Agency understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.

d) This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

e) If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

f) No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

g) This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

h) The University and the District shall each maintain workers' compensation coverage applicable to their respective employees.

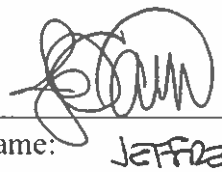
IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

SCHOOL OF SOCIAL WORK
OF COLUMBIA UNIVERSITY

BY_____

Richard T. Hara, PHD, MSSW
Senior Associate Dean for MSW Education
Office of Practicum Learning
School of Social Work

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
(Name of Agency)

BY 

Name: JEFFREY BAIER

Title: SUPERINTENDENT

Sequoia Union High School District
300 James Ave.
Redwood City, CA 94062

ASSIGNMENT OF USDA DONATED FOOD DIRECT DIVERSION PROJECT

This assignment is entered into between Mountain View Whisman School District, hereafter known as "Assignor", and Sequoia Union High School District, hereafter known as "Assignee" to commence services July 1, 2025.

Whereas, Assignor is a member district of the Schools Linked in Commodities (SLIC) Cooperative (SLIC Coop), a California cooperative consisting of public school agencies for the purchase of obtaining and purchasing U.S. Department of Agriculture (USDA) Brown Box, USDA Processed End Products, Department of Defense Fresh Fruits and Vegetables, and Commercially Purchased food and supplies for school food services.

Whereas, Assignee is the Lead Agency of the SLIC Coop with authority to contract for USDA Foods, other food and supplies, and related services on behalf of the Assignor.

It is hereby agreed that:

1. Both parties must remain eligible for receipt of USDA Foods as determined by the California Department of Education, Nutrition Services Division and/or Food Distribution Program.

2. Entitlement and "Fair Share" of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.

3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA.

4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw/processed food items in storage as well as raw and processed product held at a Processor.

5. The Assignee is responsible for paying all FDS charges for the shipping and handling, as well as other associated costs incurred for the delivery or diversion of USDA Donated Commodity Foods, on behalf of the Assignor.

6. Should a loss of USDA Foods being held for the Assignor occur due to, but not limited to, theft, spoilage, etc., the Assignee is responsible to the California Department of Education, California Department of Education, Nutrition Services Division and/or Food Distribution Program and the USDA for the Fair Market Value of the food item(s). The reporting of any loss of USDA Foods is the responsibility of the Assignee.

7. Both the Assignee and Assignor are responsible for compliance with the USDA California Department of Education, Nutrition Services Division and/or Food Distribution Programs policies and regulations.

8. The Assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee and the California Department of Education Food Distribution Program of its termination.

9. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:

   a. Annual Membership fee $350.00

   b. Fee per case/unit of USDA Foods accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).

   c. Fee per case/unit of DOD Fruits and Vegetables accepted and delivered for State Administrative Fee. (Assignee collects and pays this fee to the California Department of Education, Food Distribution Program on behalf of the member district).

ASSIGNOR	ASSIGNEE/LEAD DISTRICT
District: Mountain View Whisman School District	Sequoia Union High School District
Signature	Signature
Jeffrey Baier	Sandra K. Jonaidi
Printed Name	Printed Name
Superintendent	Director
Printed Title	Printed Title
DATE: 15 JUL 25	DATE: 5/21/2025

Important Contact Information:

Lead District
Sequoia Union High School District
300 James Avenue
Redwood City, CA 94062
Attn: Sandra Jonaidi
Phone: 650-306-1755 extension 22591
Cel: 408-799-6325
Fax: 650-306-8896

SLIC Coop Administrator/Distributor
Gold Star Foods
3781 E. Airport Dr.
Ontario, CA 91761
Attn: Stephanie Ewing
Phone: 530-295-7055
Fax: 909-843-9639

California Department of Education
Food Distribution Program
1430 N Street, Suite 4503
Sacramento, CA 95814
Attn: Marina Tapia
Phone: 916-324-0577
Fax: 916-327-4004

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - **CHECKLIST**

Vendor Name: Sequoia Union High School District

REQUIRED CHECKBOX for Service Contracts

☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed

☒ If MVWSD PSA is NOT used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services**

- ☒ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the Informal Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.06.06 14:16:37 -07'00'	Signature:	
Date:	June 6, 20 25	Date:	June 6, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

For Department:

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Silicon Valley Performance (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Silicon Valley Precision (SVP) will provide school bus and white fleet maintenance services using ASE-certified technicians and is certified by the Department of Transportation (DOT). SVP will perform all required inspections, including the including the District's 45-day/3,000-mile inspections and ensure compliance with the California Highway Patrol (CHP).

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Not to Exceed $305,000 based on Price Sheet

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Silicon Valley Performace
1400 Montecito Ave.	**Street**	250 Leghorn St Ste 2
Mountain View, CA 94043	**City, Sate, Zip**	Mountain View, CA 94043
Attn: Chief Business Officer	**Attn:**	

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [GL]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [DS]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [GL]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [DS]

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: [ ]

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

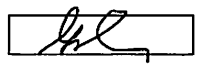
28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 83-3366155

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5608-00-0000-8200-000000-009-0550
010-6500-0-5608-00-0000-3600-000000-009-0562
010-0000-0-5608-00-0000-3600-000000-009-0560

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** _____
Dated: June 26, 2025	Dated: June 22, 2025
Signature: _____	Signature: _____
Print Name: Dalewyn Spinks	Print Name: Robert Reyes
Print Title: Director, MOT	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 11, 2025	Dated: 15 July, 2025
Signature: _____ Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 10:17:09 -07'00'	Signature: _____
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Silicon Valley Performance
Truck and Auto Repair
2570 Leghorn st, Ste 2
Mt View Ca, 94043
(650) 428-1754

MVWSD Labor Sheet

February 26,2025

School bus /GVWR> 5,000 lbs	**$/HR**
General Repair	245
Electrical repair	290
Diagnostict	262
Off Site Labor rate	300
45 Day inspections on site (Flat Fee)	828.47
GVWR < 5,000LBS	
General Repair	225
Electrical repair	270
Diagnostict	242
Off Site Labor rate	280

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Silicon Valley Performance

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☑ **$50,001 and above**, completed the following items:
  - ☐ 1 proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.) only vendor in the area qualified
  - ☑ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 18, 2025	Date:	6-18, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on June 4th, 20 25 ("**Agreement**"), by and between and **Mountain View Whisman School District** ("**District**") and Sound & Signal, Inc. ("**Contractor**"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**"

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("**Services**" or "**Work**"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide Full-Service Fire System maintenance and repair services and administer the duties and responsibilities outlined in the Request for Proposals (RFP) No. 2025-05-17

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("**Agreement Price**"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ See Attached Total not to exceed $ 125,000

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Sound & Signal, Inc.
1400 Montecito Ave.	**Street**	277 Rickenbacker Circle
Mountain View, CA 94043	**City, Sate, Zip**	Livermore, CA, 94551
Attn: Chief Business Officer	**Attn:**	John Kirk

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: JK

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks DS

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** JK

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: DS

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JK

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: JK

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-2998240

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5521-00-0000-8200-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Sound and Signal Inc.
Dated: June 3rd, 2025	Dated: June 4th, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: John Kirk
Print Title: Director, MOT	Print Title: Partner/Manager

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 11, 2025	Dated: 15 July, 2025
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 10:44:36 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

Sound & Signal Inc.

Maintenance Contract Fees:

Sound and Signal, Inc. employees are on call 24 hours each day for your emergency service needs. All technicians are cellular phone dispatched for prompt service.

If scheduled 24 hours in advance of the requested service date, the following services rate apply:

Effective 12/1/24 Service Labor Rates and Hours

Hours: RT: 6 a.m. to 6 p.m. Monday through Friday.
OT: Hours worked beyond 8 hours daily and outside of RT hours listed above.
DT: Hours worked beyond 10 hours daily, all Sundays, and all Holidays.
Emergency overtime calls will be billed at 4 hours minimum. Portal to Portal.

Labor Rates: RT: $198.00 per hour
OT: $290.00 per hour
DT: $366.00 per hour

If immediate service is requested, overtime rates may apply.

We Provide Sales and Sales Support to:
- Schools and Colleges
- County, State and Federal Correctional Institutions
- Commercial and Industrial Facilities
- Electrical Engineers and Architects

Sound and Signal's Service Department Offers Services for:
- Master Clock and Timing Systems
- Fire Alarm Detection Systems
- Annual Fire Alarm Testing
- Intercom and Paging Systems
- Sound Systems for Public School Football Fields or MPR Buildings.
- Intrusion and CCTV

Sound & Signal is a Factory Authorized Dealer for the Following Products:
- Gamewell/FCI Fire Alarm Systems
- Potter AFC & IPA Fire Alarm Systems
- Firelite and Silent Knight Fire Alarm Systems.
- Bogen Engineered Dealer for Educational Intercom & Clock Systems
- Bosch Intrusion

Vehicle Mileage Charges: Miles from Techs current location to service call location.
0-35 Miles $17.50
36-45 Miles $22.50
46-55 Miles $27.50
56-64 Miles $32.00
65-80 Miles $40.00

All Fire Alarm technicians are Fire Life Safety Certified by the State of California, Department of Industrial Relations.
All field employees are fingerprinted and have received clearance from the Department of Justice.

277 Rickenbacker Circle • Livermore • CA 94551
• Phone (925) 455-1778 • Fax (925) 455-6153
Public Works DIR registration # 1000000276 Contractors License # C10-494676

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Sound & Signal Inc.

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required. 24-hour alarm monitoring - fire alarms & panic buttons
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 8, 2025	Date:	July 11, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

Award of Contract – Award of Contract – Fire Alarm System Inspection, Testing, and Maintenance Services
Dalewyn Spinks: Director, MOT
Mountain View Whisman School District

Proposals were evaluated based on several key criteria, with scoring conducted in alignment with the evaluation methodology outlined in the RFP. While total extended cost played a significant role in vendor ranking, a balanced scorecard approach was used to ensure that providers also met the District's expectations in areas such as technical compliance, experience, and references.

Results:

Vendor	Total Extended Cost (50)	Specifications (15)	Qualifications (25)	References (10)	Total Score (100)
Sound & Signal, Inc.	50	10	20	10	90

Participating vendors were deemed responsive and responsible, with proposals that demonstrated the capability to deliver high-quality Fire Alarm System Services that align with the District's operational, safety, and compliance standards.

Recommended Contract Awards:

- *Sound & Signal, Inc.* – Based on the highest overall score and demonstrated capacity to meet the District's needs for comprehensive fire alarm system inspection, testing, maintenance, and emergency response services, it is recommended that *Sound & Signal, Inc.* be awarded the contract for District-wide Fire Alarm System Services.

It is further recommended that the Board of Trustees approve the contract award to *Sound & Signal, Inc.* in accordance with the proposal evaluations and service designation described above. Thank you for your time and consideration.

NOTICE OF INFORMAL REQUEST FOR PROPOSAL

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive emailed or sealed Request for Proposals (RFP) No. 2025-05-17 for the procurement of the following:

Fire Alarm System Services

Submission Deadline:

RFP's must be received no later than May 30th, 2025 (1:00 PM PST). Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.
Proposals must be emailed (dspinks@mvwsd.org) or delivered in a sealed envelope and identified with the RFP number. Faxed RFP's will not be accepted.

Deliver proposals to the following location:

Mountain View Whisman School District
Dalewyn Spinks, Director M.O.T.
1400 Montecito Avenue
Mountain View, CA 94043
Office hours: M–F, 8:00 AM – 4:00 PM

Companies interested in proposing should request appropriate documents or can access the documents online using the following instructions: MVWSD.org, District Business.

Mountain View Whisman School District (MVWSD) reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. MVWSD will award the contract based on a review and analysis of the proposals that determines which proposal best meets our needs. Following the review and analysis of all responsive proposals, MVWSD will make a recommendation to our governing board, as applicable, at a regularly scheduled governing board meeting.

This Notice is to be posted on:
Dated: May 16th, 2025

RFP Introduction: This solicitation is requesting sealed proposals from California State licensed Contractors (C-7/C-10) for Fire Alarm System Inspection, Testing, and Maintenance Services at various District facilities. Contractors will provide full-service fire alarm system inspection, testing, maintenance, and repair and administer the duties and responsibilities outlined in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies, and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The scope of work will include the provision of a comprehensive fire alarm inspection and maintenance program, which includes, but is not limited to, periodic inspection, testing, emergency response, corrective repairs, and system updates. All services must comply with the National Fire Alarm and Signaling Code (NFPA 72), as well as applicable California State Fire Marshal regulations and local fire authority requirements. All work shall be performed by a qualified contractor licensed by the California State Licensing Board with a valid C-7/C-10 classification.

Contractors must inspect and test all major components, including control panels, initiating devices, notification appliances, power supplies, and communication systems. In the City of Mountain View, inspection, testing, and maintenance reports, along with all required documentation, must be submitted annually, and a record of each report must be maintained at the facility.

If deficiencies in any portion of the fire alarm system are found, they shall be documented in the "Deficiencies Noted" section of the inspection report. The "Additional Remarks" section must include how each deficiency was addressed or resolved. Contractors shall also document and report any system modifications or repairs completed during the inspection.

The successful vendor must be equipped to provide 24/7 emergency response services and must have all necessary tools and diagnostic equipment to safely and efficiently address fire alarm system issues. The vendor will be responsible for furnishing all labor, supervision, materials, equipment, transportation, and disposal of used components, as well as maintaining shop and service facilities necessary to perform high-quality work.

It is the intent of the Mountain View Whisman School District (MVWSD) to identify and establish long-term partnerships with highly qualified Contractors. To achieve the best level of service, the District believes that the relationship must be built on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

A contractor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer."

Background information: The Mountain View Whisman School District (MVWSD) is a public school district serving the city of Mountain View, California. The district operates 11 elementary

schools and 2 middle schools, providing high-quality education to over 4,500 students from diverse backgrounds.

MVWSD is committed to maintaining safe, efficient, and code-compliant facilities to support student learning and staff operations. As part of our ongoing efforts to ensure life-safety systems are fully operational and compliant, we are seeking qualified contractors to provide annual inspection, testing, maintenance, and repair of our fire alarm systems across all school campuses.

*Email questions to dspinks@mvwsd.org

Submission of Proposals: Proposers may email (dspinks@mvwsd.org) or mail sealed proposals, to the address and staff member designated, by the proposal submission deadline defined on the NOTICE OF REQUEST FOR PROPOSAL page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Dalewyn Spinks, dspinks@mvwsd.org. Regardless of submission method, it is the responsibility of the proposer to confirm and ensure that the email or sealed proposal was received by the submission deadline.

Proposals will be accepted up to, and no proposals will be accepted after, the RFP submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the District. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the RFP submission deadline, an addendum will be issued to all Proposers that have submitted proposals or Proposers that have requested a copy of the solicitation.

The District will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing and submitting the RFP. Materials submitted as part of the proposal will become the property of the District unless otherwise noted.

Proposal Withdrawal: The proposer may withdraw Proposals prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period

of sixty (60) days. A successful proposer shall not be relieved of the submitted proposal without the consent of the District recourse to Public Contract Code Section 5100 et. seq.

Reservation of Rights: The District expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and
6. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Prices: Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation.
Prices should be stated and shown as instructed on the Cost Proposal Sheet for each service, based on requirements specified.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary services required under this agreement.

Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, MOT director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Experience and service are factors in the award of this contract.

A contractor's recent performance under any previous or existing contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit. A contract will be awarded to the

responsive and responsible Proposer with the highest total score. Winning Proposer will be herein referred to as the "Selected Contractor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

Bids will be evaluated on the basis of price (50%), compliance to the specifications (15%), qualifications (25%), and references (10%) provided by the Bidder. Because it is known that the lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide service in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Safety & Security: The Contractor and all associated personnel must adhere to all established safety protocols to ensure the well-being of students, staff, and the public. The Contractor is responsible for maintaining a secure work environment and shall take precautions to prevent any hazards or security risks. At the conclusion of work in each room, the Contractor must ensure that all doors are properly secured. All exterior doors must remain locked at all times. Contractors shall not prop open or leave exterior doors unsecured. If an interior door is found open or unlocked, it should be left in the same condition as it was found unless instructed otherwise by authorized school personnel. Contractors must follow all district safety procedures and immediately report any security concerns, hazards, or incidents to the designated district representative. Failure to comply with these security and safety requirements may result in termination of the contract and/or restricted access to district facilities.

Emergency Situation: For any emergencies occurring at district facilities, contractors must follow proper procedures. In the event of a medical emergency, fire, or other public safety incident, immediately call 9-1-1 and provide the dispatcher with the facility name and address, then notify the designated district representative as soon as it is safe to do so. For urgent facility issues such as water leaks, power outages, gas leaks, or structural damage, contact the Director, MOT or designated district staff immediately, as they are available 24 hours a day to address critical maintenance concerns. All contractors are expected to familiarize themselves with site-specific emergency procedures and contacts before beginning work at any district facility, and failure to report emergencies promptly may result in corrective action.

Proposer Agreement: Mountain View Whisman School District will have an Independent Contractor for Professional Services Agreement (PSA) with the selected contractor which will

serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Contractor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the MOT and Selected Contractor.

Contract Maintenance: The District will monitor the awarded contract for contractor compliance and will communicate with the Selected Contractor as needed to discuss service availability, scheduling and response times, equipment performance and maintenance, invoicing issues, special service requests, or any other relevant matters related to Fire Alarm services.

Contract Modification: The District reserves the right to renew or modify the awarded contract by mutual agreement between the District and Selected Contractor, so long as such modification would not result in a service change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

RFP RESPONSE PACKET REQUIREMENTS

RFP Requirements: The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. Proposals will only be considered if submitted using the forms provided, which must remain attached to the full solicitation document.. Failure to follow these instructions may result in your proposal being disqualified.

Services to be provided: The Contractor is responsible for providing an adequate level of staffing, along with the necessary tools, equipment, and vehicles, to support all facility fire alarm system inspection, testing, maintenance, and repair functions during scheduled service hours and for emergency responses outside of normal working hours. The Contractor must maintain a valid California State License Board (CSLB) contractor's license with a C-7 (Low Voltage Systems) or C-10 (Electrical) classification and comply with all applicable licensing, insurance, and permit requirements set forth by the City, State, and Federal governments, as well as all other legal requirements.

Service Availability: The Contractor shall provide fire alarm trouble-call service 24 hours a day, seven days a week, with response times not to exceed the following: Emergency fire alarm issues must be responded to within four (4) hours, and non-emergency issues must be addressed within five (5) working days from the time the District reports the issue to the Contractor's designated emergency phone number. Additionally, the Contractor must have the capability to respond immediately to situations impacting the life safety of employees, students, or the public, as well as any fire alarm issues affecting the operational functionality of school campuses or public meeting spaces. Routine fire alarm system repairs, service requests, or other non-urgent tasks must be completed by qualified C-7 or C-10 licensed personnel within five (5) working days from the date of request by the District Representative. Failure to respond to emergencies in a timely manner may result in a penalty fee of $100 per occurrence.

Trouble Calls and Repair Services: Should the District request the Contractor to address issues with fire alarm systems or equipment, the District shall be responsible for the associated labor and travel costs. These costs, as outlined in the proposal, will be a key factor in the bid evaluation process. All rates shall remain firm for the duration of the contract. The District reserves the right to utilize other vendors or contractors for fire alarm trouble calls, inspections, or repairs as needed.

Staffing, Workmanship and Quality Level: The Contractor shall provide a staffing level that ensures the desired level of customer service, program support, and fire alarm system inspection, testing, maintenance, and repair services at designated District facilities. All work shall be performed by journey-level technicians who are directly employed and supervised by the Contractor and hold appropriate C-7 or C-10 licenses. The Contractor shall provide competent management and technical supervision as required. The Contractor is responsible

for the skills, methods, and actions of all employees and subcontractors, as well as the quality of all work performed. The Contractor must also have the capability to diagnose, test, service, and repair complex fire alarm systems and infrastructure, including but not limited to control panels, initiating and notification devices, power supplies, communication modules, and system integration components.

Equipment and Materials:
The Contractor shall furnish and maintain all equipment necessary for properly inspecting, testing, servicing, and maintaining fire alarm systems in Mountain View Whisman School District (MVWSD) buildings. The District reserves the right to inspect equipment used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately at the Contractor's expense. Failure to provide suitable equipment to fulfill all requirements of this contract may be grounds for termination.

The Contractor shall furnish all parts and materials necessary for properly maintaining, repairing, and servicing fire alarm systems in MVWSD buildings. Mark-up on parts and materials may not exceed 15% of the Contractor's cost. Invoices must clearly identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

All services must be performed in compliance with MVWSD policies, safety regulations, the National Fire Alarm and Signaling Code (NFPA 72), and all applicable industry standards.

The proposer will need to complete, sign, and return all attachments:

1. Attachment A: Vendor Questionnaire
2. Attachment B: Response to Technical Questions Form
3. Attachment C: Cost Proposal
4. Attachment D: Site Information

ATTACHMENT A: VENDOR QUESTIONNAIRE

The following information is required when submitting a response to this solicitation. Please complete ALL areas. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid proposal. Any errors, omissions, or misrepresentation of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (e.g., I.B.3). The answer sheet must respond to each of the following questions, in precise order, as presented.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered a part of the Fire Alarm Service Agreement Contract.

Mark "N/A" for those which are not applicable. Type or print legibly.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION
A. FIRM
LEGAL NAME OF BUSINESS:

_____
DBA OR BUSINESS NAME (IF DIFFERENT)
_____

ADDRESS OF BUSINESS
STREET ADDRESS:
_____
CITY:
_____STATE:_____ZIP:_____

PAY OR REMIT ADDRESS
LEGAL NAME OF BUSINESS:
_____
STREET ADDRESS:
_____
CITY: _____STATE:_____
ZIP:_____

TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BUSINESS FEDERAL IDENTIFICATION NUMBER:

_____

(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

CUSTOMER SERVICE REPRESENTATIVE: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS

_____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

B. TYPE OF ORGANIZATION

1. INDICATE YOUR ORGANIZATION TYPE:
    - o CORPORATION (LIST OFFICERS AND POSITIONS):

_____

_____

STATE IN WHICH INCORPORATED: _____

    - o SUBSIDIARY (PROVIDE NAME AND ADDRESS OF PARENT CORPORATION):

_____

_____

_____

2. IS YOUR FIRM OR A PARENT FIRM PUBLICLY HELD?
    - o YES
    - o NO

IF NOT, LIST THE PRIVATE INDIVIDUAL(S) OR FAMILY(IES) WHO OWN MORE THAN 20% OF YOUR FIRM, OR IDENTIFY THE GENERAL PARTNER OR SOLE PROPRIETOR:

_____

_____

3. PLEASE LIST ALL NAMES YOUR COMPANY HAS OPERATED UNDER FOR THE PAST TEN (10) YEARS. INCLUDE THE CITY, ADDRESS, AND COUNTRY OF ORIGIN FOR EACH NAME:

_____

_____

_____

_____

_____

C. REFERENCES

1. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

2. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

3. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

ATTACHMENT B: RESPONSE TO TECHNICAL QUESTIONS FORM

On a separate sheet of paper, please provide a brief narrative titled "Attachment B – Response to Technical Questions Form," addressing the questions in Sections 1 through 4 below. Be sure to include your company's complete legal name and form of entity (for example, "Corporation") on each page of your response.

SECTION 1: PREVIOUS EXPERIENCE PROVIDING FIRE ALARM SERVICES TO PUBLIC AND/OR PRIVATE CLIENTS

1. Describe your previous experience providing Fire Alarm maintenance and repair services to like-sized public agencies and/or private companies. (Provide a narrative outlining your experience with public agencies, school districts, or private companies that are similar in size and scope to MVWSD. Include contract duration, scope of work, and key accomplishments.)

2. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. (Provide details about management personnel, their roles, years of experience, and how they oversee operations for contracts of this nature.)

3. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. (If applicable, provide details regarding any contract terminations, including explanations and resolutions. If no such instances exist, state "Not applicable.")

SECTION 2: ASSESSMENT OF WORK QUALITY, PERFORMANCE, AND WORKING RELATIONSHIPS WITH CURRENT AND RECENT CLIENTS

1. List three (3) like-sized customers that you have provided ongoing Fire Alarm services to within the last three (3) years. Provide the following information for each:
    a. Customer Name:
    b. Customer Contact Name:
    c. Phone Number:
    d. E-Mail Address:
    e. Number of years your firm has provided Fire Alarm services to the customer:
    f. Names of facilities/locations where services have been provided:

SECTION 3: QUALIFICATIONS OF STAFF TO BE ASSIGNED TO PROVIDE FIRE ALARM SERVICES AT MVWSD FACILITIES

1. Attach an organizational chart for your company, or the local office that would service this contract. (Attach a detailed organizational chart showing reporting structures and key personnel.)

2. For the local office to serve this contract, list the following:
    a. Total number of staff assigned to Mountain View Whisman School District: (Provide number.)
    b. Names and qualifications of key staff, including years in the industry and with your firm: (Provide detailed information on key personnel.)
    c. Number of new hires in the last six months: (Provide hiring data.)

3. Briefly describe your employee training program and requirements. (Provide an overview of employee training, including safety training, technical certifications, ongoing education, and any other professional development initiatives.)

SECTION 4: WELL-ORGANIZED COMMUNICATION SYSTEMS AND REPORTING CAPABILITIES

1. Describe the systems your company uses to communicate between supervisors, office staff, and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees. (Describe the communication tools and platforms used for internal coordination, such as work order management software, dispatching systems, and reporting tools.)

2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved, and your plan for quality control. (Outline your customer service approach, feedback collection methods, escalation processes, and quality assurance procedures.)

3. Describe your communication plan to assure proper communication between your representative and MVWSD's representative. (Provide details on scheduled meetings, reporting structures, designated points of contact, and response protocols.)

4. Describe in detail your Safety Program. (Provide an overview of workplace safety protocols, compliance with OSHA regulations, employee safety training, and any relevant safety certifications.)

ATTACHMENT C: COST PROPOSAL

Provide rates for annual inspection, testing, and maintenance services of the District's fire alarm systems. Proposed total price must include all equipment, labor, delivery, installation, consultation, vendor profit, shipping, freight, taxes, and all other associated costs. No additional cost will be allowed.

Crittenden Middle School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Graham Middle School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Landels Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Bubb Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Imai Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Stevenson Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Castro Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Monta Loma Elementary School

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Vargas Elementary School

Service	Year 1 (2025–2026)

Annual Inspection & Testing	$

District Office / Corporation Yard

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

District Office Portables

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

Action Day/Primary Plus

Service	Year 1 (2025–2026)
Annual Inspection & Testing	$

COMBINED ANNUAL INSPECTION & TESTING COST: $_____ Year 1 (2025-2026)

NON-ROUTINE SERVICES

Provide hourly rates for authorized non-routine and emergency inspection, troubleshooting, repairs, or other services required to restore fire alarm systems to full operational condition.

Hourly Rates Table:

Job Title / Classification	Regular Rate	Overtime Rate	Double Time Rate

Additional Charges Table: **Materials Upcharge _____ %**

Category / Item	Rate (Structure)

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

ATTACHMENT D: SITE INFORMATION

Building Name	Manufacturer Model	Number of Manual Pull Stations	Number of Smoke Detectors	Number of Heat Detectors	Number of Sprinkler Water Flow Devices	Number of Tamper	Number of Visual Audible Devices	Address
Vargas	Gamewell/FCI E3	7	94	38	3	8	76	220 N Whisman Rd, Mountain View, CA 94043
Landels	FCI E3	3	144	30	1	2	119	115 W Dana St, Mountain View, CA 94041
Amy Imai	Gamewell/FCI E3	3	146	39	1	2	150	253 Martens Ave, Mountain View, CA 94040
District Office	Gamewell/FCI E3	2	37	10	1	2	48	1400 Montecito Ave, Mountain View, CA 94043
Stevenson	FCI E3	3	131	36	1	2	128	750 San Pierre Way, Mountain View, CA 94043
Monta Loma	FCI E3	2	87	34	1	2	97	460 Thompson Ave, Mountain View, CA 94043
Crittenden	FCI E3	5	159	42	3	5	141	1701 Rock St, Mountain View, CA 94043
Bubb	Gamewell/FCI E3	3	117	26	1	2	98	525 Hans Ave, Mountain View, CA 94040
Castro	FCI E3	3	132	24	1	2	115	505 Escuela Ave, Mountain View, CA 94040
DO Portables	Gamewell/FCI E3	1	12	4	0	0	8	1400 Montecito Ave (Portables), Mountain View, CA 94043
Primary Plus	Gamewell/FCI E3	2	15	6	0	0	10	333 Eunice Ave, Mountain View, CA 94040
Theuerkauf	FCI E3	3	98	33	1	2	102	1625 San Luis Ave, Mountain View, CA 94043
Graham	FCI E3	6	152	41	2	4	136	1175 Castro St, Mountain View, CA 94040
Mistral	Gamewell/FCI E3	3	102	29	1	2	104	505 Escuela Ave, Mountain View, CA 94040

School Site	School Type (Grade Levels)	Number of Classrooms	Number of Restrooms	Building Square Footage	Address
Theuerkauf Elementary	Elementary (K-5)	26	21	33132	1625 San Luis Ave, Mountain View, CA 94043
Gabriela Mistral Elementar	K-5	24	17	25891	505 Escuela Ave, Mountain View, CA 94040
Monta Loma Elementary	Elementary (K-5)	26	16	32995	460 Thompson Ave, Mountain View, CA 94043
Edith Landels Elementary	Elementary (K-5)	23	18	30764	115 W Dana St, Mountain View, CA 94041
Benjamin Bubb Elementar	Elementary (K-5)	20	16	34802	525 Hans Ave, Mountain View, CA 94040
Stevenson Elementary	Elementary (K-5)	21	17	27566	750 San Pierre Way, Mountain View, CA 94043
Jose Antonio Vargas Eleme	Elementary (K-5)	21	15	27438	220 N Whisman Rd, Mountain View, CA 94043
Isaac Newton Graham Mid	Middle (6-8)	53	24	79997	1175 Castro St, Mountain View, CA 94040
Crittenden Middle	Middle School (6-8)	42	24	63256	1701 Rock St, Mountain View, CA 94043
Amy Imai Elementary	Elementary (K-5)	23	22	30860	253 Martens Ave, Mountain View, CA 94040
Mariano Castro Elementar	Elementary (K-5)	18	14	24985	505 Escuela Ave, Mountain View, CA 94040

Agreement between **GHI Inc. dba,** The **Anaheim Hotel** and **Crittenden**
July 22, 2025

Julie Thompson **Crittenden Middle School** 1701 Rock Street Mountain View, CA 94043 PH: 408-394-2653 EMAIL: amiyata@mvwsd.org	Roxane K. Cornell **The Anaheim Hotel** 1700 S Harbor Blvd Anaheim , CA 92802 PH: 714-399-3870 EMAIL: rcornell@theanaheimhotel.com MARKET SEGMENT: SMERF

Re: Crittenden Middle School

DATES: May 10-13, 2026

Guest Rooms: This Agreement applies to the following block of guest rooms for the group **Crittenden Middle School**

Day	Date	Group Rate	Total Room Block
Sunday	**5/10/26**	**$179.00**	**45**
Monday	**5/11/26**	**$179.00**	**45**
Tuesday	**5/12/26**	**$179.00**	**45**
Wednesday	**5/13/26**	**C/O**	**0**

Crittenden Middle School has a credit from 2025 of $139.52. This balance will be applied to your May 2026 group.

Total Guest Room Night Commitment: Customer's total guest room night commitment is __135____.

ANAHEIM OCCUPANCY TAX AND RESORT FEES:
In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of California, currently the sales tax rate is **7.75%**, and the hotel occupancy tax rate is **15% plus a 2% TID tax 0.195% tourism assessment** fee, room per night, This is not included in the room rate.

Parking and Resort fees are taxable under the city ordinance. ***City occupancy tax and resort fees are subject to change with-out notice.***

GROUP PAYMENT DUE DATE:
Total group payment is due no later than: ***Friday April 30, 2026.***

Sleeping room rates are **non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments.

ROOM RESERVATIONS: Guest room reservations will be made by rooming list that includes a listing of first and last names, arrival/departure dates. The rooming list must be received no later than ***Friday April 30, 2026.*** All reservations made by rooming list will be guaranteed for arrival.

EARLY DEPARTURE FEE: An early departure fee of ***1 night's room & tax*** will apply if a Customer attendee checks out prior to the confirmed checkout date.

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GROUP ROOM GUARANTEE/DEPOSIT: In order for your group to be held on definite bases, both the signed agreement and a credit card are needed to hold and guarantee your rooms. If you are choosing to pay by a check a 25% deposit is required. A credit card is still needed to hold your rooms

CUT-OFF DATE: The "cut-off date" for reserving rooms in the Room Block is **5:00 p.m.** local time at Hotel on ***Friday April 30, 2026.*** After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

BREAKFAST VOUCHERS: If you wish to order breakfast vouchers for one or more days of your group's stay, you may do so at a discounted group price of ***$16.95*** (inclusive of tax, but gratuity is appreciated) per person, per day. Please fill out the request below:

_____	_____	_____	_____
Dates needed	**Number of guests**	**Confirming signature**	**Today's date**

ATTRITION: The Total Sleeping Room Nights Reserved under this Agreement will generate **$24,165.00** in revenue for Hotel ("**Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of **80%** of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

MINIMUM REVENUE: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (*135 of room nights in Room Block x $179.00)*:	$ 24,165.00

The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

CANCELLATION: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure event or construction delay) by payment of the amounts indicated below:
DATE OF AGREEMENT SIGNED THROUGH 6 MONTHS PRIOR TO ARRIVAL 30%

Cancellation 3 months prior to the date of arrival:	**80% of Hotel's Total Estimated Revenue**
Cancellation 6-3 months Prior to arrival:	**70% of Hotel's Total Estimated Revenue**
Date of signed agreement to 6 months prior:	**30% of hotel's Total Estimated Revenue**

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

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FORCE MAJEURE
The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulation, pandemic disasters, fire, strikes, civil disorder, hurricane, tornado, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it inadvisable, illegal, impractical or impossible to hold a successful event or to provide the hotel accommodations. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the other party (provided that Hotel may not terminate or suspend this Agreement for strikes or work stoppages involving its employees or agents). In the event that this Agreement is terminated as a result of a force majeure event, Hotel shall automatically refund to Group, the Event attendees and the Event exhibitors any and all deposits or other advance payments of any nature made to Hotel.

PAYMENT OPTIONS: Payment will be made as indicated below. *Please check applicable option.*

	Crittenden Middle School	Guest Pays
Guest rooms (including Taxes are mandatory)	X	
Event Food & Beverage such as catered events & breakfast vouchers	X	
Incidental charges: **Will be blocked**		

PARKING: We are pleased to offer the following parking rates:

- Overnight Self-Parking - $29.00 per car, per day.
- **Bus Parking- $125.00 per bus, per night. Must be pre arranged with the Sales department.**
- **Bus Parking for the day $50.00 Must be pre arranged with the Sales department.**

BILLING ARRANGEMENTS: We understand that each individual's room and tax will be billed to the master credit card held on file from the group. ***As of April 1, 2017 The Anaheim Hotel only accepts credit card payments and guarantees through SERTIFI Esignature a secure and PCI compliant payment feature. Group payment is due 3 weeks prior to check in.***

Individuals are to pay for own Incidental expenses at the time of check out; any exceptions will be noted prior to group arrival. All meeting related charges will be applied to the master account and direct billed to the company. **No Personal Checks will be Accepted**.

The Hotel accepts major credit cards ***through SERTIFI Esignature*** or companies check for payment. A minimum of $4,000.00 is needed to apply for direct bill. If you elect to pay with a major credit card, you authorize the Hotel to bill the credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm your credit based on all available resources. If direct billing privileges are not approved by Hotel, full prepayment of all estimated charges must be received fourteen **(14)** days prior to arrival by Hotel-approved method, which includes either company check or SERTIFI payment.

In the event such prepayment is not received by the Hotel, the Hotel shall have the option of releasing your space by providing you with written notice, and Group will remain liable for any cancellation and other similar charges provided in this Contract. For any charges due under this Contract that remain unpaid to the Hotel after thirty **(30)** days from the date of the invoice or the date said sums are due, a late payment charge equal to the lesser of **1½%** per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full.

SECURITY: If required, Clients sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you can provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of **The Anaheim Hotel, Hotel's** Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide security services on Hotel premises.

LAWS & POLICIES: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

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SMOKE/VAPE FREE POLICY: Hotel is a smoke/Vape free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke/Vape free policy. To protect the smoke/Vape free environment, Hotel will post a **$200.00** cleaning fee to the account of any guests who smoke/Vape in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke/Vape free policy in writing.

CONFIDENTIAL INFORMATION: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: ***(1)*** information that is publicly available; ***(2)*** PII, which will be handled by the parties in accordance with the "Privacy" provision above; or ***(3)*** information that is left or discarded in event rooms, public space or guest rooms.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATION: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

DISPUTE RESOLUTION: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

ASSIGNMENT: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

OTHER TERMS AND CONDITIONS:

1. Check-in Time is **04:00PM**
2. Check-out Time is **11:00AM**
3. **BAGGAGE STORAGE FOR GROUPS ARRIVING TOGETHER/PORTAGE.** Baggage storage will be provided at a fee of $8.00 per person, and must be prepaid. If baggage storage is requested, this must be arranged through the Sales Department at least thirty (30) days prior to the group's arrival.
4. If the guest is responsible for any portion of their stay, a *valid credit card* will be required upon check-in, which *will be authorized for the estimated expenses incurred by the guest based on their length of stay*.
5. This Contract constitutes the entire understanding between the parties and supersedes any previous communications, representations or agreements, whether written or oral.
6. The parties agree that venue and jurisdiction regarding any matter related to this Contract shall be in the city and state where the Hotel is located, and the laws of the state where the Hotel is located shall govern.
7. If the Hotel is required to pursue Group to collect the sums owed pursuant to this Contract, the Hotel shall be entitled to recover its reasonable attorneys' fees and court costs.

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8. Group agrees to comply with all federal anti-terrorism rules and regulations. Hotel and Group agree to fully cooperate with each other and with governmental authorities to ensure compliance with such laws.
9. Group agrees to abide by all city, state and federal rules and regulations related to smoking on the Hotel property, to apprise its members and attendees of such laws, and to fully comply with said regulations and requirements.
10. Distribution charges per guestroom will apply. **$2.00** outside of room delivery. **Inside** Delivery **$4.00** per room.
11. Extra Persons, Rollways' & Cribs – The **5th** person charge is a minimum of **$20** plus occupancy tax. Group agrees to identify all **5th** person guest rooms. Rollway's are subject to availability and are an additional **$20.00** fee. Cribs are also available at an additional **$10.00** fee

ACCEPTANCE: The undersigned are authorized to agree to the above terms and conditions as outlined, and commit to making this agreement definite and binding. Please indicate your acceptance and approval of the terms of this contract by signing the enclosed copy and returning it to me by **Monday August 18, 2025**. Should we not receive your signed contract by this date, all facilities being held tentatively may be canceled by the Hotel in its sole discretion and without notice to you.

ACCEPTED AND AGREED TO:

GROUP: Crittenden Middle School **By:** Rebecca Westover	**E-Signed :** 08/12/2025 03:09 PM PDT Jeffrey Baier jbaier@mvwsd.org IP: 207.31.25.96 Sertifi Electronic Signature DocID: 20250723114130205
Roxane K. Cornell, Senior Sales Manager	**E-Signed :** 07/23/2025 09:42 AM PDT Roxane Cornell rcornell@theanaheimhotel.com IP: 128.94.8.199 Sertifi Electronic Signature DocID: 20250723114130205
Tina Riley Director of Sales & Marketing	**E-Signed :** 07/23/2025 11:14 AM PDT Tina Riley triley@theanaheimhotel.com IP: 173.196.226.187 Sertifi Electronic Signature DocID: 20250723114130205
Nathan Fitzgerald General Manager	**E-Signed :** 07/23/2025 04:37 PM PDT Nathan Fitzgerald nfitzgerald@theanaheimhotel.com IP: 104.28.48.226 Sertifi Electronic Signature DocID: 20250723114130205

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Therma LLC (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide Full-Service Plumbing maintenance and repair services and administer the duties and responsibilities outlined in the Request for Proposals (RFP) No. 2025-05-16

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ See Attached Total not to exceed $ 175,000.00

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Therma LLC
1400 Montecito Ave.	**Street**	1601 Las Plumas Ave.
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95133
Attn: Chief Business Officer	**Attn:**	Mike Fisher

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [ ]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [ ]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [ ]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [ ]

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 82-0905523

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** THERMA LLC
Dated: June 3rd, 2025	Dated: June 4th, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Mike Fisher
Print Title: Director, MOT	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 31, 20 25	Dated: 31, 20 25
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 09:44:02 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for Plumbing labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$200.00	$300.00	$400.00	2 hours
Apprentice	$	$	$	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 2 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$85.00	Per Visit
Mileage Fee	$	Round Trip
Material Upcharge	25 %	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

THERMA
A LEGENCE Company

Service Department

2025-2026 COMBINED LABOR RATES

HVAC RATES			
Type	Straight	Overtime	Double Time
HVAC CONTRACT	203.00	304.50	406.00
HVAC NON-CONTRACT	223.00	334.50	446.00
HVAC SF CONT	234.00	351.00	468.00
HVAC SF NON CONT	254.00	381.00	508.00
CHILLER CONT	232.00	348.00	464.00
CHILLER NON CONT	252.00	378.00	504.00
CHILLER SF CONT	247.00	370.50	494.00
CHILLER SF NON CONT	265.00	397.50	530.00

PLUMBING RATES			
Type	Straight	Overtime	Double Time
CONTRACT	200.00	300.00	400.00
SF CONTRACT	235.00	352.50	470.00
NON-CONTRACT	200.00	300.00	400.00
SF NON-CONTRACT	235.00	352.50	470.00

CONTROLS & ELECTRICAL			
Type	Straight	Overtime	Double Time
CONTROLS CONTRACT	240.00	360.00	480.00
CONTROLS NON-CONTRACT	260.00	390.00	520.00
CONTROLS SF CONTRACT	260.00	390.00	520.00
CONTROLS SF NON-CONT	280.00	420.00	560.00
ELECTRICAL CONTRACT	240.00	360.00	480.00
ELECTRICAL NON CONT	260.00	390.00	520.00
ELECTRICAL SF CONT	260.00	390.00	520.00
ELECTRICAL SF NON CONT	280.00	420.00	560.00

TAB RATES			
Type	Straight	Overtime	Double Time
CONTRACT	203.00	304.50	406.00
SF CONTRACT	234.00	351.00	468.00
ADMIN	140.00	210.00	280.00
PROJECT MANAGER	212.00	318.00	424.00

A truck charge of $85.00 will be applied per call

All labor rates are based on current Union Contracts and are subject to change on the anniversary date of July 1st of each year.

24/7 Phone: 408-347-3500

Award of Contract – Plumbing Maintenance and Repair Services
Dalewyn Spinks: Director, MOT
Mountain View Whisman School District

Proposals were evaluated based on several key criteria, with scoring conducted in alignment with the evaluation methodology outlined in the RFP. While total extended cost played a significant role in vendor ranking, a balanced scorecard approach was used to ensure that providers also met the District's expectations in areas such as technical compliance, experience, and references.

Results:

Vendor	Total Extended Cost (50)	Specifications (15)	Qualifications (25)	References (10)	Total Score (100)
Therma LLC	50	10	25	10	95

Participating vendors were deemed responsive and responsible, with proposals that demonstrated the capability to deliver high-quality plumbing maintenance and repair services that align with the District's operational, safety, and infrastructure standards.

Recommended Contract Awards:

- *Therma LLC* – Based on the highest overall score and demonstrated capacity to meet the District's needs for comprehensive plumbing maintenance, repair, emergency response, and infrastructure support services, it is recommended that *Therma LLC* be awarded the contract for District-wide Plumbing Maintenance and Repair Services.

It is further recommended that the Board of Trustees approve the contract award to *Therma LLC* in accordance with the proposal evaluations and service designation described above. Thank you for your time and consideration.

NOTICE OF INFORMAL REQUEST FOR PROPOSAL

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive emailed or sealed Request for Proposals (RFP) No. 2025-05-16 for the procurement of the following:

Maintenance and Repair of Plumbing

Submission Deadline:

RFP's must be received no later than May 30th, 2025 (1:00 PM PST). Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.
Proposals must be emailed (dspinks@mvwsd.org) or delivered in a sealed envelope and identified with the RFP number. Faxed RFP's will not be accepted.

Deliver proposals to the following location:

Mountain View Whisman School District
Dalewyn Spinks, Director M.O.T.
1400 Montecito Avenue
Mountain View, CA 94043
Office hours: M–F, 8:00 AM – 4:00 PM

Companies interested in proposing should request appropriate documents or can access the documents online using the following instructions: MVWSD.org, District Business.

Mountain View Whisman School District (MVWSD) reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. MVWSD will award the contract based on a review and analysis of the proposals that determines which proposal best meets our needs. Following the review and analysis of all responsive proposals, MVWSD will make a recommendation to our governing board, as applicable, at a regularly scheduled governing board meeting.

This Notice is to be posted on:
Dated: May 16th, 2025

RFP Introduction: This solicitation is requesting sealed proposals from California State licensed Plumbing Contractors for Plumbing Maintenance and Repair Services at various District facilities. Contractors will provide full-service plumbing maintenance and repair and administer the duties and responsibilities outlined in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies, and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The scope of work will include the provision of a comprehensive plumbing maintenance and management program, which includes, but is not limited to, inspection, preventive maintenance, emergency response, general repairs, leak detection, backflow certification, grease trap service, hydro flushing and excavation, drain cleaning, pipe and fixture replacement, storm and sewer line repair, camera inspections and other necessary services to ensure the proper functioning of all plumbing systems districtwide. Services may include work on domestic water systems, sanitary sewer systems, storm drainage systems, gas lines, water heaters, backflow devices, and related plumbing infrastructure.

The successful vendor must be equipped to provide 24/7 emergency response services and must have all necessary equipment, including but not limited to Hydro Excavation Trucks, to safely and efficiently address a wide range of plumbing issues. The vendor will be responsible for furnishing all labor, supervision, materials, equipment, transportation, and disposal of used materials, as well as maintaining service and shop facilities necessary to perform high-quality work.

It is the intent of the Mountain View Whisman School District (MVWSD) to identify and establish long-term partnerships with highly qualified Contractors. To achieve the best level of service, the District believes that the relationship must be built on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

A contractor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer."

Background information: The Mountain View Whisman School District (MVWSD) is a public school district serving the city of Mountain View, California. The district operates 11 elementary schools and 2 middle schools, providing high-quality education to over 4,500 students from diverse backgrounds.

MVWSD is committed to maintaining safe, efficient, and sustainable facilities to support student learning and staff operations. As part of our ongoing efforts to ensure reliable water delivery, sanitation, and drainage infrastructure across all campuses, we are seeking qualified plumbing contractors to assist in the maintenance, repair, and potential upgrades of our plumbing systems.

*Email questions to dspinks@mvwsd.org

Submission of Proposals: Proposers may email (dspinks@mvwsd.org) or mail sealed proposals, to the address and staff member designated, by the proposal submission deadline defined on the NOTICE OF REQUEST FOR PROPOSAL page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Dalewyn Spinks, dspinks@mvwsd.org. Regardless of submission method, it is the responsibility of the proposer to confirm and ensure that the email or sealed proposal was received by the submission deadline.

Proposals will be accepted up to, and no proposals will be accepted after, the RFP submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the District. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the RFP submission deadline, an addendum will be issued to all Proposers that have submitted proposals or Proposers that have requested a copy of the solicitation.

The District will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing and submitting the RFP. Materials submitted as part of the proposal will become the property of the District unless otherwise noted.

Proposal Withdrawal: The proposer may withdraw Proposals prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful proposer shall not be relieved of the submitted proposal without the consent of the District recourse to Public Contract Code Section 5100 et. seq.

Reservation of Rights: The District expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;

4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and
6. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Prices: Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation.
Prices should be stated and shown as instructed on the Cost Proposal Sheet Sheet for each service, based on requirements specified.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary services required under this agreement.

Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, MOT director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Experience and service are factors in the award of this contract.

A contractor's recent performance under any previous or existing contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score. Winning Proposer will be herein referred to as the "Selected Contractor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

Bids will be evaluated on the basis of price (50%), compliance to the specifications (15%), qualifications (25%), and references (10%) provided by the Bidder. Because it is known that the

lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide service in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Safety & Security: The Contractor and all associated personnel must adhere to all established safety protocols to ensure the well-being of students, staff, and the public. The Contractor is responsible for maintaining a secure work environment and shall take precautions to prevent any hazards or security risks. At the conclusion of work in each room, the Contractor must ensure that all doors are properly secured. All exterior doors must remain locked at all times. Contractors shall not prop open or leave exterior doors unsecured. If an interior door is found open or unlocked, it should be left in the same condition as it was found unless instructed otherwise by authorized school personnel. Contractors must follow all district safety procedures and immediately report any security concerns, hazards, or incidents to the designated district representative. Failure to comply with these security and safety requirements may result in termination of the contract and/or restricted access to district facilities.

Emergency Situation: For any emergencies occurring at district facilities, contractors must follow proper procedures. In the event of a medical emergency, fire, or other public safety incident, immediately call 9-1-1 and provide the dispatcher with the facility name and address, then notify the designated district representative as soon as it is safe to do so. For urgent facility issues such as water leaks, power outages, gas leaks, or structural damage, contact the Director, MOT or designated district staff immediately, as they are available 24 hours a day to address critical maintenance concerns. All contractors are expected to familiarize themselves with site-specific emergency procedures and contacts before beginning work at any district facility, and failure to report emergencies promptly may result in corrective action.

Proposer Agreement: Mountain View Whisman School District will have an Independent Contractor for Professional Services Agreement (PSA) with the selected contractor which will serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Contractor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the MOT and Selected Contractor.

Contract Maintenance: The District will monitor the awarded contract for contractor compliance and will communicate with the Selected Contractor as needed to discuss service availability, scheduling and response times, equipment performance and maintenance, invoicing issues, special service requests, or any other relevant matters related to Plumbing services.

Contract Modification: The District reserves the right to renew or modify the awarded contract by mutual agreement between the District and Selected Contractor, so long as such modification would not result in a service change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

RFP RESPONSE PACKET REQUIREMENTS

RFP Requirements: The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

Services to be provided: The Contractor is responsible for providing an adequate level of staffing, along with the necessary tools, equipment, and vehicles, to support all facility plumbing maintenance functions during scheduled service hours and for emergency responses outside of normal working hours. The Contractor must maintain a valid California State License Board (CSLB) contractor's license for plumbing and comply with all applicable licensing, insurance, and permit requirements set forth by the City, State, and Federal governments, as well as all other legal requirements.

Service Availability: The Contractor shall provide plumbing trouble-call service 24 hours a day, seven days a week, with response times not to exceed the following: Emergency plumbing issues must be responded to within four (4) hours, and non-emergency issues must be addressed within five (5) working days from the time the District reports the issue to the Contractor's designated emergency phone number. Additionally, the Contractor must have the capability to respond immediately to situations impacting the health and safety of employees, students, or the public, as well as any plumbing issues affecting the comfort and operational functionality of public meeting spaces. Routine plumbing repairs, service requests, or other non-urgent tasks must be completed by journey-level plumbing staff within five (5) working days from the date of request by the District Representative. Failure to respond to emergencies in a timely manner may result in a penalty fee of $100 per occurrence.

Trouble Calls and Repair Services: Should the District request the Contractor to address issues with plumbing systems or equipment, the District shall be responsible for the associated labor and travel costs. These costs, as outlined in the proposal, will be a key factor in the bid evaluation process. All rates shall remain firm for the duration of the contract. The District reserves the right to utilize other vendors or contractors for plumbing trouble calls and repairs as needed.

Staffing, Workmanship and Quality Level: The Contractor shall provide a staffing level that ensures the desired level of customer service, program support, and plumbing maintenance and repair services at designated District facilities. All work shall be performed by journey-level plumbing staff who are directly employed and supervised by the Contractor. The Contractor shall provide competent management and technical supervision as required. The Contractor is responsible for the skills, methods, and actions of all employees and subcontractors, as well as the quality of all work performed. The Contractor must also have the capability to diagnose and

repair complex plumbing systems and infrastructure, including but not limited to domestic water systems, sanitary sewer lines, storm drains, gas piping, backflow prevention devices, and associated control systems.

Equipment and Materials:
The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in Mountain View Whisman School District (MVWSD) buildings. The District reserves the right to inspect equipment used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately at the Contractor's expense. Failure to provide suitable equipment to fulfill all requirements of this contract may be grounds for termination.

The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in MVWSD buildings. Mark-up on parts and materials may not exceed 15% of the Contractor's cost. Invoices must clearly identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

All services must be performed in compliance with MVWSD policies, safety regulations, and industry standards.

The proposer will need to complete, sign, and return all attachments:

1. Attachment A: Vendor Questionnaire
2. Attachment B: Response to Technical Questions Form
3. Attachment C: Cost Proposal

ATTACHMENT A: VENDOR QUESTIONNAIRE

The following information is required when submitting a response to this solicitation. Please complete ALL areas. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid proposal. Any errors, omissions, or misrepresentation of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (e.g., I.B.3). The answer sheet must respond to each of the following questions, in precise order, as presented.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered a part of the Plumbing Service Agreement Contract.

Mark "N/A" for those which are not applicable. Type or print legibly.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

LEGAL NAME OF BUSINESS:

THERMA LLC

DBA OR BUSINESS NAME (IF DIFFERENT)

ADDRESS OF BUSINESS

STREET ADDRESS:

1601 Las Plumas Avenue

CITY:

San Jose STATE: CA ZIP: 95133

PAY OR REMIT ADDRESS

LEGAL NAME OF BUSINESS:

THERMA LLC

STREET ADDRESS:

P.O. BOX 515580

CITY: Los Angeles STATE: CA

ZIP: 90051-4596

TELEPHONE NUMBER: (408) 726-5881

TOLL FREE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: ar@therma.com

BUSINESS FEDERAL IDENTIFICATION NUMBER:
82-0905523
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: Guadalupe Pattison
TELEPHONE NUMBER: (408) 347-3400
CELL PHONE NUMBER: (669) 210-5348
FAX NUMBER: (____) _____
EMAIL: gpattison@therma.com

CUSTOMER SERVICE REPRESENTATIVE: N/A
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____
TELEPHONE NUMBER: (408) 347-3400
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: billingDept@therma.com

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS
Guadalupe Pattison
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (669) 210-5348
FAX NUMBER: (____) _____
EMAIL: gpattison@therma.com

B. TYPE OF ORGANIZATION

1. INDICATE YOUR ORGANIZATION TYPE: Mechnical Contractor
   - ○ CORPORATION (LIST OFFICERS AND POSITIONS):

Mike Fisher, President, Scott Carstairs, Executive Vice President
Chris Parrette, Vice President Risk Management

STATE IN WHICH INCORPORATED: CA
   - ○ SUBSIDIARY (PROVIDE NAME AND ADDRESS OF PARENT CORPORATION):

2. IS YOUR FIRM OR A PARENT FIRM PUBLICLY HELD?
   - ○ YES
   - ⊗ NO

IF NOT, LIST THE PRIVATE INDIVIDUAL(S) OR FAMILY(IES) WHO OWN MORE THAN 20% OF YOUR FIRM, OR IDENTIFY THE GENERAL PARTNER OR SOLE PROPRIETOR:

3. PLEASE LIST ALL NAMES YOUR COMPANY HAS OPERATED UNDER FOR THE PAST TEN (10) YEARS. INCLUDE THE CITY, ADDRESS, AND COUNTRY OF ORIGIN FOR EACH NAME: N/A

C. REFERENCES

1. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

2. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

3. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

ATTACHMENT B: RESPONSE TO TECHNICAL QUESTIONS FORM

On a separate sheet of paper, please provide a brief narrative titled "Attachment B – Response to Technical Questions Form," addressing the questions in Sections 1 through 4 below. Be sure to include your company's complete legal name and form of entity (for example, "Corporation") on each page of your response.

SECTION 1: PREVIOUS EXPERIENCE PROVIDING PLUMBING SERVICES TO PUBLIC AND/OR PRIVATE CLIENTS

1. Describe your previous experience providing Plumbing maintenance and repair services to like-sized public agencies and/or private companies. (Provide a narrative outlining your experience with public agencies, school districts, or private companies that are similar in size and scope to MVWSD. Include contract duration, scope of work, and key accomplishments.)

2. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. (Provide details about management personnel, their roles, years of experience, and how they oversee operations for contracts of this nature.)

3. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. (If applicable, provide details regarding any contract terminations, including explanations and resolutions. If no such instances exist, state "Not applicable.")

SECTION 2: ASSESSMENT OF WORK QUALITY, PERFORMANCE, AND WORKING RELATIONSHIPS WITH CURRENT AND RECENT CLIENTS

1. List three (3) like-sized customers that you have provided ongoing Plumbing maintenance services to within the last three (3) years. Provide the following information for each:
    a. Customer Name:
    b. Customer Contact Name:
    c. Phone Number:
    d. E-Mail Address:
    e. Number of years your firm has provided Plumbing maintenance services to the customer:
    f. Names of facilities/locations where services have been provided:

SECTION 3: QUALIFICATIONS OF STAFF TO BE ASSIGNED TO PROVIDE PLUMBING MAINTENANCE SERVICES AT MVWSD FACILITIES

1. Attach an organizational chart for your company, or the local office that would service this contract. (Attach a detailed organizational chart showing reporting structures and key personnel.)

2. For the local office to serve this contract, list the following:
    a. Total number of staff assigned to Mountain View Whisman School District: (Provide number.)
    b. Names and qualifications of key staff, including years in the industry and with your firm: (Provide detailed information on key personnel.)
    c. Number of new hires in the last six months: (Provide hiring data.)

3. Briefly describe your employee training program and requirements. (Provide an overview of employee training, including safety training, technical certifications, ongoing education, and any other professional development initiatives.)

SECTION 4: WELL-ORGANIZED COMMUNICATION SYSTEMS AND REPORTING CAPABILITIES

1. Describe the systems your company uses to communicate between supervisors, office staff, and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees. (Describe the communication tools and platforms used for internal coordination, such as work order management software, dispatching systems, and reporting tools.)

2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved, and your plan for quality control. (Outline your customer service approach, feedback collection methods, escalation processes, and quality assurance procedures.)

3. Describe your communication plan to assure proper communication between your representative and MVWSD's representative. (Provide details on scheduled meetings, reporting structures, designated points of contact, and response protocols.)

4. Describe in detail your Safety Program. (Provide an overview of workplace safety protocols, compliance with OSHA regulations, employee safety training, and any relevant safety certifications.)

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for Plumbing labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$200.00	$300.00	$400.00	2 hours
Apprentice	$	$	$	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 2 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$85.00	Per Visit
Mileage Fee	$	Round Trip
Material Upcharge	25%	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Therma LLC

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☒ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☒ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 09:48:26 -07'00'
Date:	June 3rd, 20 25	Date:	July 31, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Therma LLC (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Therma LLC will provide full repair sewer services at Monta Loma and Theuerkauf.

Please see attached quotes for futher information.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☐ **Option 2** - Maximum number of hours at an hourly rate of $ _____ Total not to exceed $ _____

☑ **Option 3** – Other, please explain: Total not to exceed $75,000.00

3. Contract Dates "Agreement Time"

Services Start Date: 07/31/2025 Services End Date: 10/01/2025

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Therma LLC
1400 Montecito Ave.	**Street**	1601 Las Plumas Ave.
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95133
Attn: Chief Business Officer	**Attn:**	Mike Fisher

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [signature]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks D.S.

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [signature]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: D.S.

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation**. Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here:

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 82-0905523

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding Bond

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** Therma LLC
Dated: July 31, 2025	Dated: 8/01/2025, 2025
Signature:	Signature:
Print Name: ~~Dalewyn Spinks~~ CBO Rebecca Westover	Print Name: Mike Fisher
Print Title: ~~Director of MOT~~ CBO	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 31, 2025	Dated: 31 July, 2025
Signature:	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

THERMA
A LEGENCE Company

Proposal Type: Time & Materials/Not-To-Exceed (T&M/NTE) basis.
Presented by: Guadalupe Pattison
Quote #: 004093-187

1601 Las Plumas Avenue, San Jose, CA 95133, www.therma.com

July 23, 2025

Dalewyn Spinks
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
650.526.3570 ext. 1187
dspinks@mvwsd.org

Work site address:
1625 San Luis Avenue
Mountain View, CA 94043

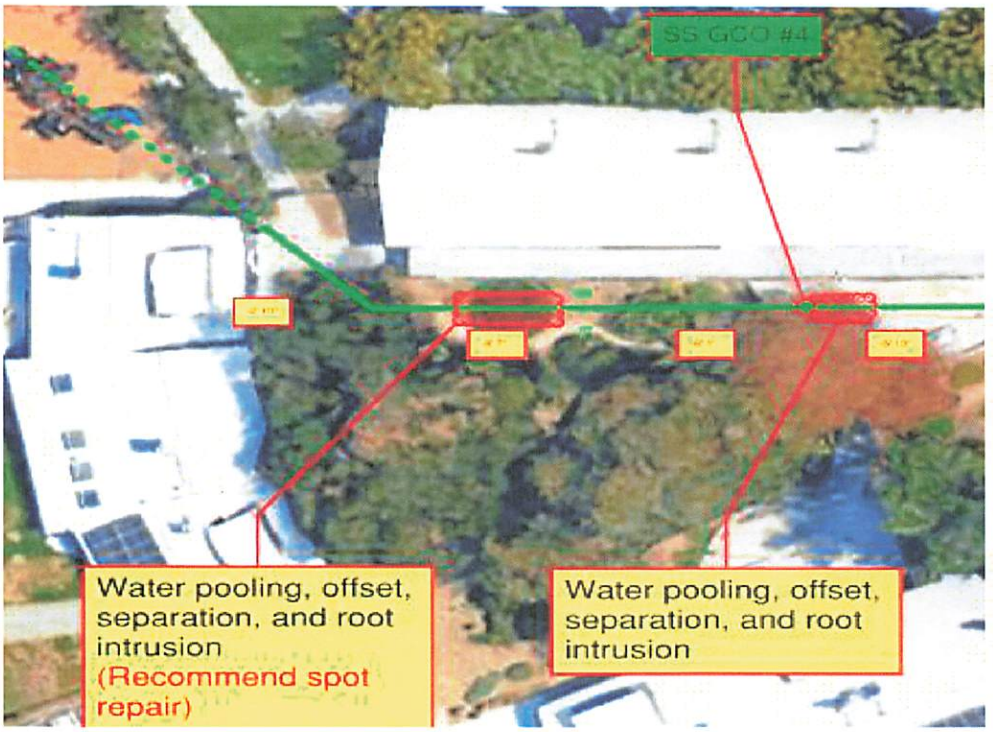
Re: Theuerkauf Elementary - Sewer Repairs

Dear :

Therma proposes the following work scope and service for your consideration:

- **Scope of Work:**
  The price given below is offered on a T&M/NTE basis. It covers a three person crew for four 8-hour days with equipment and material, to perform the following scope of work below. If more time and/or resources are needed to complete the work, we will review the situation with you and discuss options and pricing. However, the price below does include time for logistics, gathering material, picking up and returning equipment. If the work can be completed in less time, we will only bill you for the time and resources used.
- **USA 811 requires a 72-hour notice to mark buried utilities. If they indicate the presence of any buried utilities that may interfere with the excavation or other aspects of the work, or if any of the notified agencies indicate permit requirements for the work, we will notify you of our findings and review possible solutions and pricing. In some circumstances, not all utilities can be located. It is possible that unmarked utilities may become damaged. Damaged utilities are considered additional work and will be tracked as Time and Material, if Therma is asked to make the repairs.**
- **Task: 1**
- **Spot repair within the landscaping, 34ft downstream from Ground Clean Out #4. Excavate and replace the identified offset joint and its connection. Joint was also observed with evidence of heavy root intrusion. The pipe will be reinstalled with proper slope to reestablish grade and ensure adequate flow.**
- **Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.**
- **Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.**
- **Task: 2**
- **Spot repair within the landscaping, 15ft upstream from Ground Clean Out #4. Excavate and replace the identified offset joint and its connection. Joint was also observed with evidence of root intrusion. The pipe will be reinstalled with proper slope to reestablish grade and ensure adequate flow.**
- **Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.**
- **Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.**
- **Note:** Underground conditions are unknown. If in the course of doing the excavation, we discover unforeseen situations that require additional work, we will notify you of our findings and review possible solutions and pricing. Such situations include, but are not limited to, the presence of asbestos-cement pipe, concrete or rock or rock-hardened soil in the ground or around underground pipes, contamination, ground water intrusion, cross-connections, buried obstacles, utility lines, non-engineered soils, poor compaction, high
- **Note:** Permits and associated clearances are excluded from this scope and pricing. If a permit is requested by the owner or required by the City or other jurisdictional authority, all permit and permit-related costs will be done on a T&M (time and material) basis in addition to the price given below for this project. These extra costs include, but are not limited to, engineering, drawings, permit

- **Note:** The pricing outlined herein is predicated on the assumption that the soil is free from contamination and suitable for disposal at a local landfill. Should the designated dump site necessitate a soil report or manifest, the client shall bear all costs incurred in obtaining such documentation, and the contractor shall not be liable for any expenses related to compliance with these requirements.
- **Note:** During the excavation process, exterior irrigation lines or small electrical lines may be cut or damaged. Therma will restore small lines if possible, but per our proposal, lines cut or damaged that were not identified by the 811 Locator, is a unknown situation and not covered by this proposal.



Weekday straight time price breakdown: (Price does not include Overtime)	Labor:..... $	26,090.00
	Material:..... $	5,121.00
	Equipment:..... $	3,479.00
Straight time grand total for the plumbing scope above:	**$**	**34,690.00**

Price does not include Overtime

Initial: RW

Overtime price breakdown: (Price does not include premium time)	Labor:..... $	36,090.00
	Material:..... $	5,121.00
	Equipment:..... $	3,479.00
Overtime grand total for the plumbing scope above:	**$**	**44,690.00**

Price does not include premium time

Initial: RW

- **Note:** This project requires: 2 Days to schedule and procure materials, prior to beginning this project.
- **Note:** This project is expected to take: 4 Day to complete.
- The price above does include time for logistics, gathering material, picking up and returning equipment

Sincerely,

Guadalupe Pattison

To authorize the work, please provide your billing information, a purchase order (if required for billing purposes), and a signed copy of this proposal. You can email the signed proposal to plumbingservice@therma.com. When issuing a contract or purchase order, be sure to reference the quote number below for timely processing. Emailing the contract and/or purchase order to the same address will help ensure a prompt response.

Quote #: 004093-187

Site address: 1625 San Luis Avenue
Mountain View, CA 94043

Billing information:

PRINT NAME: Rebecca Westover

BILL TO:

SIGNATURE:

ADDRESS:

DATE: 7-31-25

CITY:

PURCHASE ORDER:

AP EMAIL:

By signing above, the undersigned acknowledges that they have reviewed the scope of work detailed above, along with the terms and exclusions listed below. They further confirm that they are duly authorized by their company to approve and accept these terms and costs on the company's behalf.

Exclusions, Clarifications, Notes:

- Straight time: Therma's normal working hours are Mon-Fri 7:00 a.m.-3:30 p.m.
- Overtime (time-and-a-half): Work performed on Saturdays and before or after Therma's normal work hours on weekdays will be charged as overtime hours, including weekends. Overtime (double time): Double time rates may apply on Sundays, holidays, and holiday weekends.
- Standard Exclusions: Permits, drawings, inspections, handling or disposal asbestos-cement pipe and/or other hazardous materials, wall repair and patching, tile or flooring repair, lawn or landscape repair, concrete repair, asphalt, third-party testing, parking fees, electrical, controls, and engineering are excluded, except as noted and specifically included.
- If Therma is awarded the project, a mutually agreed-upon schedule will be established prior to the commencement of work. Should delays arise due to causes beyond Therma's reasonable control—whether foreseeable or unforeseeable—such as force majeure events, unknown site conditions requiring additional safety measures or PPE, pandemics, natural disasters, or delays in material and equipment deliveries, Therma shall be entitled to an equitable extension of time to complete its work. Furthermore, if Therma or its subcontractors incur extra costs due to compliance with unforeseen pandemic protocols—such as social distancing, hygiene requirements, access restrictions, or other jobsite conditions—or if the cost of materials or services covered by this proposal increases due to the imposition of new tariffs, taxes, or similar charges after the date of this proposal, the contract price shall be adjusted equitably based on the actual, substantiated increase in costs, as evidenced by supplier statements or other relevant documentation. Therma shall notify the Owner/Contractor of any anticipated cost escalation resulting from these events within a reasonable timeframe after becoming aware of the changes. Under no circumstances shall Therma be liable for consequential, special, or indirect damages incurred by the Owner, Contractor, or any third party due to such delays or cost increases. This provision shall take precedence over any conflicting language in the contract documents, and Therma shall be entitled to adjust the contract sum to reflect these increased costs and seek additional compensation through the change order process, as applicable under the terms of the contract.
- Liability: Therma shall not be held liable for the condition of any aspect of the site or of work not supplied and installed by Therma. Therma's liability is limited to its own negligence, omissions, or misconduct.
- This scope and pricing is based on having free and clear access to the work area. Additional charges may apply for delays due to circumstances beyond Therma's control and for additional work beyond the original scope.

Terms:

- Payment Terms: Payment in full is due within 30 days of receipt of the invoice. Retention terms do not apply to this project.
- Legal Fees: If payment is not made within the agreed-upon timeframe and a dispute arises from or relates to this contract, the Contractor shall be entitled to recover all reasonable legal fees, court costs, and expenses incurred in connection with the dispute, including any appeals.
- Warranty: Therma's work is warranted for 90 days. Materials are covered by Manufacturer's warranty and does not include labor costs. Except as set forth in this proposal, the products are provided "as is" without out warranty of any kind, expressed or implied, including, without limitation, any implied warranty for a specific purpose, and Therma expressly disclaims such warranties. If additional warranty is requested by the customer, in writing, Therma can provide a new proposal or a change order to meet the customer's request.

This quote expires August 23 2025

****

Therma Plumbing Service Department 408.347.3500 plumbingservice@therma.com

THERMA
A LEGENCE Company

Proposal Type: Time & Materials/Not-To-Exceed (T&M/NTE) basis.
Presented by: Guadalupe Pattison
Quote #: 004093-186

1601 Las Plumas Avenue, San Jose, CA 95133, www.therma.com

July 23, 2025

Dalewyn Spinks
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
650.526.3570 ext. 1187
dspinks@mvwsd.org

Work site address:
460 Thompson Avenue
Mountain View, CA 94043

Re: Monta Loma Sewer Repairs

Dear : Dalewyn

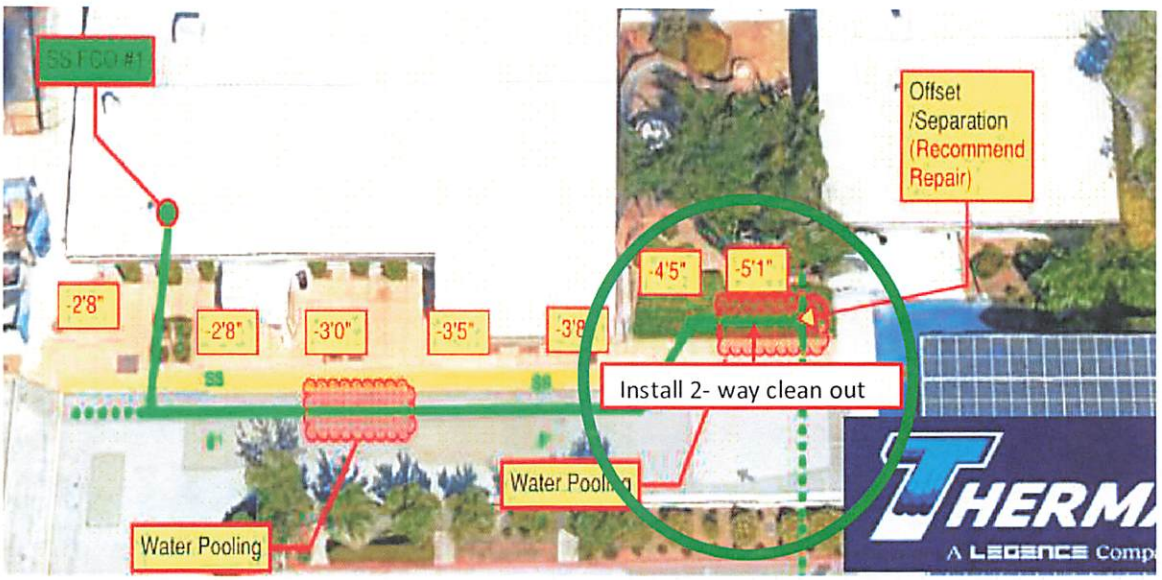
Therma proposes the following work scope and service for your consideration:

- Scope of Work:
  The price given below covers a three person crew for eight 8-hour days with equipment and material, to perform the following scope of work below. If more time and/or resources are needed to complete the work, we will review the situation with you and discuss options and pricing. However, the price below does include time for logistics, gathering material, picking up and returning equipment.
- USA 811 requires a 72-hour notice to mark buried utilities. If they indicate the presence of any buried utilities that may interfere with the excavation or other aspects of the work, or if any of the notified agencies indicate permit requirements for the work, we will notify you of our findings and review possible solutions and pricing. In some circumstances, not all utilities can be located. It is possible that unmarked utilities may become damaged. Damaged utilities are considered additional work and will be tracked as Time and Material, if Therma is asked to make the repairs.

Task: 1

- Spot repair within the landscaping, 157ft downstream from Floor Clean Out #1. Excavate and replace a 15ft section of the piping including the joint offset and its connection. Reestablish proper grade to ensure adequate flow.
- Due to the depth of the existing sewer line, hydraulic shoring will be required within the trench excavation. All OSHA guidelines to be followed during the duration of scope of work.
- While trench is open, install two-way clean out.
- Backfill trench. Restoration of landscaping removed during excavation is not included in this proposal.
- Note: Underground conditions are unknown. If in the course of doing the excavation, we discover unforeseen situations that require additional work, we will notify you of our findings and review possible solutions and pricing. Such situations include, but are not limited to, the presence of asbestos-cement pipe, concrete or rock or rock-hardened soil in the ground or around underground pipes, contamination, ground water intrusion, cross-connections, buried obstacles, utility lines, non-engineered soils, poor compaction, high water table, etc. These and similar situations are not covered by this proposal.
- Note: Permits and associated clearances are excluded from this scope and pricing. If a permit is requested by the owner or required by the City or other jurisdictional authority, all permit and permit-related costs will be done on a T&M (time and material) basis in addition to the price given below for this project. These extra costs include, but are not limited to, engineering, drawings, permit submittals, plan checks, inspections, and any additional design requirements that may be imposed during the plan check or inspections by the City building department or any other agency. Therma can proceed with emergency repairs or replacement at the owners expense. No changes to the system or added fixtures are acceptable by local jurisdictions.
- Note: The pricing outlined herein is predicated on the assumption that the soil is free from contamination and suitable for disposal at a local landfill. Should the designated dump site necessitate a soil report or manifest, the client shall bear all costs incurred in obtaining such documentation, and the contractor shall not be liable for any expenses related to compliance with these requirements.

- **Note:** During the excavation process, exterior irrigation lines or small electrical lines may be cut or damaged. Therma will restore small lines if possible, but per our proposal, lines cut or damaged that were not identified by the 811 Locator, is a unknown situation and not covered by this proposal.



Weekday straight time price breakdown: (Price does not include Overtime)		
Labor:.....	$	22,890.00
Material:.....	$	4,817.00
Equipment:.....	$	3,479.00

Straight time grand total for the plumbing scope above: ..... $ 31,186.00 Initial: RW

Price does not include Overtime

Overtime price breakdown: (Price does not include premium time)		
Labor:.....	$	31,290.00
Material:.....	$	4,817.00
Equipment:.....	$	3,479.00

Overtime grand total for the plumbing scope above: ..... $ 39,586.00 Initial: RW

Price does not include premium time

- **Note:** This project requires: 2 Days to schedule and procure materials, prior to beginning this project.
- **Note:** This project is expected to take: 3 Days to complete.
- The price above does include time for logistics, gathering material, picking up and returning equipment

Sincerely,

Guadalupe Pattison

To authorize the work, please provide your billing information, a purchase order (if required for billing purposes), and a signed copy of this proposal. You can email the signed proposal to plumbingservice@therma.com. When issuing a contract or purchase order, be sure to reference the quote number below for timely processing. Emailing the contract and/or purchase order to the same address will help ensure a prompt response.

Quote #: 004093-186

Site address: 460 Thompson Avenue
Mountain View, CA 94043

Billing information:

PRINT NAME: _____ BILL TO: _____

SIGNATURE: _____ ADDRESS: _____

DATE: _____ CITY: _____

PURCHASE ORDER: _____ AP EMAIL: _____

By signing above, the undersigned acknowledges that they have reviewed the scope of work detailed above, along with the terms and exclusions listed below. They further confirm that they are duly authorized by their company to approve and accept these terms and costs on the company's behalf.

Exclusions, Clarifications, Notes:

- Straight time: Therma's normal working hours are Mon-Fri 7:00 a.m.-3:30 p.m.
- Overtime (time-and-a-half): Work performed on Saturdays and before or after Therma's normal work hours on weekdays will be charged as overtime hours, including weekends. Overtime (double time): Double time rates may apply on Sundays, holidays, and holiday weekends.
- Standard Exclusions: Permits, drawings, inspections, handling or disposal asbestos-cement pipe and/or other hazardous materials, wall repair and patching, tile or flooring repair, lawn or landscape repair, concrete repair, asphalt, third-party testing, parking fees, electrical, controls, and engineering are excluded, except as noted and specifically included.
- If Therma is awarded the project, a mutually agreed-upon schedule will be established prior to the commencement of work. Should delays arise due to causes beyond Therma's reasonable control—whether foreseeable or unforeseeable—such as force majeure events, unknown site conditions requiring additional safety measures or PPE, pandemics, natural disasters, or delays in material and equipment deliveries, Therma shall be entitled to an equitable extension of time to complete its work. Furthermore, if Therma or its subcontractors incur extra costs due to compliance with unforeseen pandemic protocols—such as social distancing, hygiene requirements, access restrictions, or other jobsite conditions—or if the cost of materials or services covered by this proposal increases due to the imposition of new tariffs, taxes, or similar charges after the date of this proposal, the contract price shall be adjusted equitably based on the actual, substantiated increase in costs, as evidenced by supplier statements or other relevant documentation. Therma shall notify the Owner/Contractor of any anticipated cost escalation resulting from these events within a reasonable timeframe after becoming aware of the changes. Under no circumstances shall Therma be liable for consequential, special, or indirect damages incurred by the Owner, Contractor, or any third party due to such delays or cost increases. This provision shall take precedence over any conflicting language in the contract documents, and Therma shall be entitled to adjust the contract sum to reflect these increased costs and seek additional compensation through the change order process, as applicable under the terms of the contract.
- Liability: Therma shall not be held liable for the condition of any aspect of the site or of work not supplied and installed by Therma. Therma's liability is limited to its own negligence, omissions, or misconduct.
- This scope and pricing is based on having free and clear access to the work area. Additional charges may apply for delays due to circumstances beyond Therma's control and for additional work beyond the original scope.

Terms:

- Payment Terms: Payment in full is due within 30 days of receipt of the invoice. Retention terms do not apply to this project.
- Legal Fees: If payment is not made within the agreed-upon timeframe and a dispute arises from or relates to this contract, the Contractor shall be entitled to recover all reasonable legal fees, court costs, and expenses incurred in connection with the dispute, including any appeals.
- Warranty: Therma's work is warranted for 90 days. Materials are covered by Manufacturer's warranty and does not include labor costs. Except as set forth in this proposal, the products are provided "as is" without out warranty of any kind, expressed or implied, including, without limitation, any implied warranty for a specific purpose, and Therma expressly disclaims such warranties. If additional warranty is requested by the customer, in writing, Therma can provide a new proposal or a change order to meet the customer's request.

This quote expires August 23, 2025

****

Therma Plumbing Service Department 408.347.3500 plumbingservice@therma.com

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Therma LLC

REQUIRED CHECKBOX for Service Contracts

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☒ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☒ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 31, 20 25	Date:	31 JUL, 20 25
Print Name:	Dr. Rebecca Westover	Print Name:	Jeffrey Baier
Print Title:	Chief Business Officer	Print Title:	Superintendent

Checklist not required for school sites

600317

04/13/2023

Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20____ ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and United California Glass & Door ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services ("Services" or "Work"). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide all labor, equipment, materials, and performance of operations related to the inspection, repair, and maintenance of glass and door systems across all MVWSD sites.

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation ("Agreement Price"): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ see attach Total not to exceed $ 45,000

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service ☐ YES ☑ NO

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	United California Glass & Door
1400 Montecito Ave.	**Street**	745 Cesar Chavez
Mountain View, CA 94043	**City, Sate, Zip**	San Francisco, CA 94124
Attn: Chief Business Officer	**Attn:**	David McKim

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [ ]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [ ]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [ ]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening

Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [ ]

600317

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care.**

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("**Claim**"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

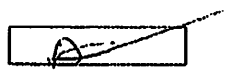
28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: 

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, Influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

600317

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☑ Corporation
☐ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 94-3129093

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	Contractor Name: United California Bank / Dba
Dated: June 17, 20 25	Dated: June 24, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: David Tickle
Print Title: Director, MOT	Print Title: Manager

APPROVAL

Authorized Signer	Superintendent/Designee
Dated: July 11, 20 25	Dated: 15 July, 20 25
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.11 09:47:45 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

600317

United California®
A Family of Services

United California® Access & Security

United California® Glass & Door

United California® Fire Protection

O'KEEFFE MECHANICAL CO., INC.

2026 Labor Rates & Fees

Normal Business Hours: Monday thru Friday, 6:30am – 4:00pm

Glass:

$230.00 per hour per technician.
$245.00 per hour per technician for all work requiring certified payroll.
$245.00 per hour per technician for work performed when OSHA requires fall restraints.
$460.00 or 2 hour minimum charge per technician.
$35.00 Trip charge per man added to all service calls

Pedestrian Doors – Access Controls:

$230.00 per hour per technician.
$245.00 per hour per technician for all work requiring certified payroll.
$460.00 or 2 hour minimum charge per technician.
$35.00 Trip charge per man added to all service calls

Overhead Doors:

$460.00 per hour per crew. (crew consists of 2 technicians)
$490.00 per hour per crew for all work requiring certified payroll.
$490.00 per hour per technician for work performed when OSHA requires fall restraints.
$920.00 or 2 hour minimum charge per crew.
$35.00 Trip charge per man added to all service calls

Fire Protection:

$230.00 per hour per technician.
$245.00 per hour per technician for all work requiring certified payroll.
$245.00 per hour per technician for work performed when OSHA requires fall restraints.
$460.00 or 2 hour minimum charge per technician.
$35.00 Trip charge per man added to all service calls

Non-Business Hours: Monday thru Friday, 4:00pm – 6:30am
Weekends
Holidays

$460.00 per hour per technician.
$920.00 or 2 hour minimum charge per technician.
All emergency after-hours work is typically performed by 1 technician.
We typically arrive on-site within 2 hours of receiving the after-hours service request.

We provide service 24 hours a day, 365 days a year.

All rates are *"Portal to Portal"* which includes travel to and from the job-site.

These are the new proposed rates and policies for the year 2026

Updated 7/11/2024

745 Cesar Chavez • San Francisco, CA • 94124 • www.ucgd.com • service@ucgd.com • 415.824.8500
11337 Trade Center Dr. #400 • Rancho Cordova, CA • 95742 • 800.698.9023

600317

Updated 03/07/25

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: United California Glass & Door

***REQUIRED CHECKBOX* for Service Contracts**

☑ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☑ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☑ **Up to $75,000**, completed the following items: ** Sent request for rate sheets to 5 different vendors**
  - ☑ 1 proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	June 13, 2025	Date:	July 11, 2025
Print Name:	Dalewyn Spinks	Print Name:	Rebecca Westover
Print Title:	Director, MOT	Print Title:	CBO

For Department: MOT

Checklist not required for school sites

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Vestis

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
- ☑ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☑ **Contract for Professional Services / Special Services**

- ☑ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**
- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**
- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**
- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:	Debbie Austin	Signature:	
Date:	May 30, 2025	Date:	7-11, 2025
Print Name:	Debbie M. Austin	Print Name:	Rebecca Westover
Print Title:	Dir. of Child Nutrition	Print Title:	CBO

For Department:

Checklist not required for school sites

vestis
Uniforms and Workplace Supplies

1-866-VESTIS1
vestis.com

SERVICE AGREEMENT

Customer #: 792548456 *Use only for current customers*

Customer's Service Location (for multiple locations, see attached list)	**Customer's Billing Address** (if different)
CUSTOMER NAME: M.V. WHISMAN SCHOOL DISTRICT	**CUSTOMER NAME:** M.V. WHISMAN SCHOOL DISTRICT
ADDRESS: 1701 ROCK STREET	**ADDRESS:** 1400 MONTECITO AVE
CITY / STATE / ZIP: MOUNTAIN VIEW, CA 94040	**CITY / STATE / ZIP:** MOUNTAIN VIEW, CA 94043

GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE (More lines available on page 3)	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

NON-GARMENT MERCHANDISE AND SERVICES ORDERED

MERCHANDISE (More lines available on page 3)	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
AP0149BLAK	430	$ 0.10	WEEKLY	100.00 %	$ 0.09	$ 3.00
TO0016WHIT	880	$ 0.07	WEEKLY	100.00 %	$ 0.09	$ 0.60
DM0001MDGY 3X4	2	$ 2.50	WEEKLY	50.00 %	$ 0.00	$ 75.00
DM0001MDGY 3X10	2	$ 4.50	WEEKLY	50.00 %	$ 0.00	$ 75.00
DM0001MDGY 4X6	4	$ 3.50	WEEKLY	50.00 %	$ 0.00	$ 90.00
DM1166BLAK 3X5	10	$ 3.00	WEEKLY	100.00 %	$ 0.00	$ 115.00

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE		DESCRIPTION	RATE
Garment Preparation	$ 1.50 per Garment		Service Charge	2 per Week
Company Emblem	$ 4.00 per Emblem			
Name Emblem	$ 1.50 per Emblem		Multi-day Stop Charge	per Additional Stop
Embroidery	per Embroidery			

Additional Terms/Charges:

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page

If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, Vestis may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) $25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of $25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights.** Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Vestis Services, LLC.

M.V. WHISMAN SCHOOL DISTRICT

Name of Customer | Customer Phone Number | Vestis Representative Name & Title

Name & Title of Customer Contact | Signature – Vestis Representative | Date

By

Signature of Authorized Customer Representative | Date | Signature – Vestis General Manager | Date

Use for Additional Line Items

CUSTOMER NAME: M.V. WHISMAN SCHOOL DISTRICT **CID #:** 792548456 *Use only for current customers*

ADDRESS: 1701 ROCK STREET **CITY / STATE / ZIP:** MOUNTAIN VIEW, CA 94040

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

NON-GARMENT MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
DP0018GREN 36	4	$ 0.88	WEEKLY	50 %	$ 0.00	$ 11.29
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		
				%		

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.
**There will be an extra charge reflected on your invoice for any non-standard sized garments.

Pricing Proposal

vestis

Customer Name:	M.V. WHISMAN SCHOOL DISTRICT
Location:	
Contact Name	
Phone Number	
Date:	June 19, 2025

Item Description	Color/Size	Aramark Uniform Services Program Detail Agreement Price	Usage Per Week	Total
Uniforms				
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Allied Product				
APRONS	BLACK	$ 0.10	430	$ 43.00
BAR TOWELS	WHITE	$ 0.07	880	$ 61.60
MATS 3X4		$ 2.50	1	$ 2.50
MATS 3X10		$ 4.50	1	$ 4.50
MATS 4X6		$ 3.50	2	$ 7.00
DYNAMAT		$ 3.00	10	$ 30.00
DUST MOP 36'		$ 0.88	2	$ 1.76
EASY CARE		$ 0.09	1310	$ 117.90
SERVICE CHARGE		$ 2.00	1	$ 2.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Hygiene Product				
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Aramark District Mgr.	Michael Carrasco	**Sub Total:**	$ 270.26
E-mail:	Michael.Carrasco@Vestis.com		
Phone:	408-476-4013	**Weekly Total:**	**$ 270.26**

Column1

Solid Work Shirt 65/35
100% Cotton Work Shirt
Striped Work Shirt 65/35

Checkmark Shirt
Pocketless Snap Front Shirt
Concealed Gripper Front Shirt
Auto Dealership Shirt
ImagineKnit Shirt
TeamCasual Classic Knit Shirt

TeamCasual Birdseye Knit Shirt
TeamCasual Medallion Knit Shirt
Windowpane ImagineKnit Shirt
Granite Print ImagineKnit Shirt
Oxford Executive Shirt
TeamCasual Denim Shirt
Blended Twill TeamCasual Shirt

High Visibility ANSI II Shirt
Enhanced Visibility Shirt- Blend
Enhanced Visibility Shirt- Blend
Enhanced Visibility Shirt- Cotton

Work Pants 65/35
Cotton Durapress Work Pants
Cargo Pants
Jean Cut Work Pants
Teamcasual Pleated Pants

Denim Jeans
Pleated Work Pants
Standard Shorts

Pleated Shorts
Enhanced Visibility Pants- Blend
Enhanced Visibility Pants- Cotton

65/35 Coveralls
100% Cotton Coveralls
High Visibility Coveralls

Slash Pocket Jacket
Hip Length Jacket
Team Jacket
3 Season Jacket

Womens S/S Work Shirt
Women Oxford Shirt
Teamcasual Pleated Pants
Womens Half Elastic Pants
Womens Side Elastic Pants
Pocketless Snap Front Shirt
Short Sleeve Smock
Button Front Lab Coat

Button Front Lab Coat
Snap Front Lab Coat
No Pocket Lab Coat
Knit Cuff Lab Coat
Button Front Counter Coat
Snap Front Counter Coat
Shop Coat
Wraparound Gown
Pocketless Wraparound Gown
Wraparound Butchers Coat
Outside Breast Pkt Butchers Coat
No Pocket Butchers Coat
Inside Breast Pkt Butchers Coat

Chefs Coat

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French Knot Button Chef's Coat
Chefs Pants
Breast Pocket Cooks Shirt
Food Processing Pants

Scrub Shirt
Scrub Pants

Indura Work Coat
Indura Coverall
Indura Denim Jeans
Indura Shirt
Indura Pant
Indura Zipper Coverall
Ultra Soft Coverall
Ulta Soft Shirt
Ulta Soft Gripper Shirt
Ulta Soft Pant
Nomex 3A Shirt
Nomex 3A Blend Shirt
Nomex 3A Pants
Nomex 3A Coverall 6oz.
Nomex 3A Coverall 4.5oz.

ESD Tech Coat
Paint Room Coverall

White Bibe, pencil pocket apron
Colored Bib Apron
Bistro Apron 2 Pocket
White 4 Way Apron
Colored 4 Way Apron
Machinist Apron w/ Grommets

White Bath Towel
#2 Yellow Bath Twl
Wash Cloth
White Bar Towel
#2 Blue Bar Towel
Massage/Beauty Towel
#2 Massage Towel
Dental/Doctor Towel
Dish/Soda Towel
Glass Towel
#2 Blue Glass Twl
Stove/Grill Pad
Meat Shroud
Green Turk #2

Red Shop Towel
#2 Orange Shop Towel
White Shop Towel
First Wash Shop Towel
White Turk Towel
#2 Green Turk Towel
CRT

18" Micro Fiber Frame
Micro Fiber 18" mop
24" Micro Fiber Frame
Micro Fiber 24" mop
Micro Fiber Handle
Micro Fiber High Duster Handle
Micro Fiber High Duster Sleeve
Micro Fiber Twl

24" Frame
24" Dust Mop
36" Frame
36" Dust Mop
60" Frame
60" Dust Mop
Dust Mop Handle
Wet Mop
Wet Mop Handle
Fender Mat
Fender Cover
Seat Cover

Standard 3x4 Mat
Standard 4x6 Mat
Standard 3x10 Mat
#2 Black 3x4
#2 Black 4x6
#2 Black 3x10
Safety Mat
3x4 "E" Series Mat
4x6 "E" Series Mat
3x10 "E" Series Mat
4x6 Steady Step
3x10 Steady Step

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3x4 CareGuard Mat
4x6 CareGuard Mat
3x10 CareGuard Mat
Anti-Fatigue/Stand N' Comfort DynaMat
3x5 Scraper Mat

(Sold Only By The CASE)
Xtreme Nitrile Powder Free
Xtreme Nitrile Powered
Gloveworks Latex Powder Free
Gloveworks Latex Powdered
GlovePlus Vinyl Powder Free
GlovePlus Vinyl Powdered
Ammex Poly Gloves
Glove Dispenser

Touch-Free Soap
Hand Sanitizer
Lotion hand Soap
Anti-Bacterial hand Soap
Pro Grit 3000ml
Air Freshener/ Sea Air
Air Freshener/ Orange Rush
Air Freshener/ Tropical
Touch-Free Towels
Center Pull Towels
Compact Toilet Tissue
Toilet Seat Cover
Restroom Urinal Mat
Urinal Screen w/ Deodorizing Block
Toilet Deodorizing Block

Bio Hazard Container
Bio Hazard Bags (100/ca)

Touch-Free Soap Disp
Liquid Soap Disp
Pro Grit 3000ml Disp
Air Freshener Disp
Touch-Free Towel Disp
Center Pull Disp
Toilet Tissue Disp
Toilet Seat Cover Disp

Auto Flush Unit

CRT Roll Towel Cabinet
Shop Towel Can
Soil Dumps
8 Bank Locker
Super 8 Bank Locker
9 Bank Coverall Locker
ATM Dispenser
Locker Locks
Bag Stand
Hanger Stand
Air Freshener "D" Batteries

White Napkins
Colored Napkins
Inventory Maintenance
52x52 TableTop
61x61 Table top
52x114 Table Top
52x68 Table Top
71x71 Table Top
85x85 Table Top
Percale Flat Sheet Twin
Percale Flat Sheet Double
Percale Pillow Slip
18x30 Print Towel Folded
18x18 Print Towel Bagged
Thermal Blanket Twin
Thermal Blanket Double
Reflective Tape Coverall
Folded White Bar Towel
Folded White Turk Towel
PRESSED Glass Towels
Folded Red Shop Towels
Folded White Shop Towels
Folded First Wash Shop Towels
Diaper/Polishing Cloth

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AGREEMENT FOR SCHOOL-BASED SERVICES
OF COUNSELING CONSULTANT
By and Between
Wellness Together, Inc.
and
Mountain View Whisman School District

This agreement ("Agreement") is by and between the Mountain View Whisman School District ("District") and Wellness Together, Inc. ("Consultant") (together, they are referred to as "Parties," and individually, as a "Party").

I.
RECITALS

1. District provides educationally related counseling services to school-age children and their families.
2. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice, if those persons are specially trained and experienced and competent to perform the special services that are required.
3. District is in need of such services and advice and Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the services required by District.

II.
AGREEMENT

1. EXHIBITS
   a. This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.
   b. Exhibits include:
      i. Exhibit A: Scope of Services
         1. Appendix A: Wellness Together Mental Health Specialist Site Disbursement
         2. Appendix B: Expected Hiring and On-Boarding Timelines
      ii. Exhibit B: Compensation
      iii. Exhibit C: General Terms and Conditions
      iv. Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM
   a. This Agreement is effective on 2025-08-13 ("Effective Date").
   b. Unless terminated or otherwise canceled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) 2026-08-12 .

3. INDEPENDENT CONTRACTOR

a. District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

b. Consultant, in the performance of this Agreement, is and shall act as an independent Consultant. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

4. SCOPE OF SERVICES

a. Consultant shall furnish to District the services described in Exhibit A ("Services").

5. **COMPENSATION**

a. Consultant shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

a. The General Terms and Conditions are set forth in Exhibit C.

7. **INSURANCE**

a. Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

a. Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043
Attn: Karin Jinbo
To Consultant:
Wellness Together, Inc.
1382 Blue Oaks Blvd., Suite 213
Roseville, CA 95678
Attn: Robert Garcia

9. LIMITATION OF LIABILITY

a. Other than as expressly provided in this Agreement, Consultant's obligations shall be limited to the Scope of Services (Exhibit A). Notwithstanding any other provision of this Agreement, in no event, shall Consultant be liable, regardless of whether any claim is based on contract

or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

[Signature Page Follows]

The Parties have executed this Agreement on the dates indicated below.

Mountain View Whisman School District	**Wellness Together, Inc.**
By:	By:
Print Name:	Print Name: Robert Garcia
Its:	Its: Chief Operating Officer

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

1. **Nature of Work**
    a. Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable. Following teaming and services determination with District personnel, specific services may include, but will not necessarily be limited to, the following:
        i. School-based services:
            1. Individual counseling sessions
            2. General psychosocial interventions
            3. Group counseling sessions
            4. Crisis intervention
            5. Parent and staff consultations
        ii. Community referrals:
            1. Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.
        iii. Family engagement sessions.
        iv. Classroom presentations.
        v. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.
        vi. Entry of all service-related records into District's Electronic Health Record ("EHR") system. For purposes of this Agreement, "service-related records" is defined as any and all information obtained and/or created by Consultant in the course of providing services to District students under this Agreement, and includes files, documents, professional documentation, analyses, diagnoses, treatments, audio or visual content, and/or other materials prepared by Consultant in connection with such services.
    b. To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements below, the District may request those additional services, in writing and will pay Consultant for those additional services.
2. **Consultant Staffing**
    a. Consultant's staffing shall include, but will not necessarily be limited to, the following:

i. Any combination of Mental Health Specialist positions (MHS), (MHS I), (MHS II) and/or (MHS III) totaling 0 service hours per week, and 32 Student Support Counselor service hours per week.
    1. MHS
        a. Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.
    2. MHS I
        a. Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.
    3. MHS II
        a. Registered Associate with the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.
    4. MHS III
        a. Licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.
    5. Student Support Counselor
        a. Registered Associate or Licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

ii. Clinical Supervision.

iii. Organizational leadership and support staff.

b. See also, Appendix A: Wellness Together Mental Health Specialist Site Disbursement.

3. Limitation on Delegation of Personal Services by Consultant

a. The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial,

clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

4. **Insurance Billing and Reimbursement**
    a. Consultant agrees to provide District with service-related records necessary to bill insurance providers under the Children and Youth Behavioral Health Initiative fee schedule ("CYBHI fee schedule") for services rendered pursuant to this Agreement when applicable.
    b. It is within the sole discretion of Consultant to determine whether a diagnosis will be made in any given case.
    c. District acknowledges that if Consultant determines a diagnosis is not appropriate or will not be provided for a student receiving services under this Agreement, District may not compel Consultant to provide or specify a diagnosis if one is required by any insurance provider for reimbursement purposes.
    d. District acknowledges that any diagnosis provided to a student in connection with services rendered pursuant to this Agreement may induce its obligations under Law specific to Special Education requirements.
    e. It is Districts sole responsibility to pursue and obtain student health insurance information, consent to bill student's health insurance, and reimbursement from the student and/or family's insurance provider for any and all services rendered pursuant to this Agreement.
    f. District acknowledges that Consultant may provide services or treatment that may not qualify for reimbursement through CYBHI fee schedule. District's eligibility or ability to obtain reimbursement for services rendered pursuant to this Agreement has no effect on any payments owed to Consultant pursuant to the compensation terms set forth in Exhibit B of this Agreement.
5. **Electronic Health Records**
    a. District will provide Consultant with direct access to its Electronic Health Record ("EHR") system for purposes of entering service-related records.
    b. Consultant will use Student Data (as defined in Section 11(d)) received through the EHR system only for purposes the District provided it to the Consultant.
    c. Consultant will input service-related records in accordance with FERPA directly into District's EHR system for services rendered pursuant to this Agreement.
    d. District, at its expense, will furnish Consultant with all software, credentials, and/or other access necessary for Consultant to input service-related records into District's EHR system.
    e. Consultant is not responsible for the maintenance, accessibility, function, security, protection, or integrity of District's EHR system. Consultant's responsibility with respect to District's EHR system is limited to the access and input of service-related records.
    f. Consultant is not liable for any damages resulting from delays or errors in entering service-related records that are due to issues with District's EHR system through no fault of Consultant.
    g. Consultant will promptly notify District of any issues regarding access to or functionality of District's EHR system.

h. Both Parties will instruct their respective faculty and staff to maintain confidentiality of service-related records maintained and exchanged pursuant to this Agreement as required by Law, including the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability Accountability ACT (HIPPA), state privacy Laws, and by policies and procedures of School and Consultant ("Privacy Rules").
i. District acknowledges and agrees that it shall store and maintain all service-related records provided by Consultant in accordance with applicable Laws which regulate record keeping for Mental Health Therapists.
j. District acknowledges that Consultant may be required to respond to a third party request or testify in a legal proceeding concerning services performed pursuant to this Agreement. Consultant shall have continuous access to service-related records maintained by District for the duration of time that such records are required by Law to be maintained.

APPENDIX A

Wellness Together Mental Health Specialist Site Disbursement

Wellness Together Site & Hours Options Reference Guide

Table 1.1

Site Options					
# of MHSs	One MHS	Two MHSs	Three MHSs	Four MHSs	*There is no maximum number of MHSs. Any number of MHSs not listed in Table 1.1 may follow the same incremental increases outlined in Table 1.1.*
# of Sites	1-2 sites	1-4 Sites	1-6 Sites	1-8 Sites	
Approximate hours per week	32 Hours	64 Hours	96 Hours	128 Hours	

Hours and Caseload Reference Guide

Table 1.2

MHS hours per week	Case Management, Crisis Intervention, and Follow-up hours per week, up to:	Individual Caseload Size per week, up to:
24	4	20
30	6	24
32	6	26

APPENDIX B

Expected Hiring and On-Boarding Timelines

Please sign and return the Agreement as soon as possible to avoid any delay in services. There may be up to a 2-month period after signature to allow for onboarding and training of new staff members. Actual timeline will be agreed upon by both Parties.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

1. **Compensation**
    a. District will pay Consultant the total sum of ONE HUNDRED FIFTY-SEVEN THOUSAND, NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($157,920.00) for the work required to be performed pursuant to this Agreement, as follows:
        i. Any combination of Mental Health Specialist (MHS), Mental Health Specialist I (MHS I), Mental Health Specialist II (MHS II), Mental Health Specialist III (MHS III) positions.
        ii. Student Support Counselor positions.

Total Cost of Contract:	
$157,920.00	Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 0 MHS and 32 Student Support Counselor Hours Per Week for 47 Weeks during the

2. **Payment**
    a. Schedule
        i. Consultant shall be paid in accordance with monthly invoicing from Consultant unless quarterly or pay in full options are selected. Up to FOUR (4) of the days may be used as paid training and/or administrative days per Mental Health Specialist/Student Support Counselor. Invoices will be sent by the 5th of the month in which services are rendered.
    b. Payment Options: To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has prepaid, Consultant shall refund any unearned fees upon termination.
        i. Monthly Payment: Consultant shall be paid in accordance with monthly invoicing from Consultant. Consultant shall invoice the District by the 5th of the month in which services are rendered. The District shall pay Consultant within thirty (30) calendar days of the invoice date.
    c. Process
        i. Payment shall be made (for all undisputed amounts) within the agreed upon calendar days above after Consultant submits an invoice to District for Services. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

    d. Delay of Start of Services / Prorated Services

i. The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to a delay based on Consultant hiring and training, Services will not be billed until Services begin on campus or online.

ii. If the start date of Services falls after the start date of this Agreement due to delay in necessary communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding District site assignments, scheduling, and introduction meetings necessary for Services to commence, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.

iii. See also Exhibit A, Appendix B: Expected Hiring and On-Boarding Timelines.

iv. In the case of prorated services under (d)(i). above, this Agreement may be extended and allocated funds corresponding to the amount remaining after proration may be credited for services rendered in the future, if expressly agreed upon in writing by both parties.

e. Additional Work and Compensation

i. Except for the provision allowing the District to request Consultant perform additional counseling work requested in accordance with the Scope of Work (Exhibit A) above, the Parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement, then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to local educational agencies.
2. **COMMUNICATIONS TO** DISTRICT**.** Consultant will work and coordinate with a designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing. Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.
3. **CONTROL OF WORK AND WORKERS BY CONSULTANT**. Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.
4. **FURNISHING OF MATERIALS AND EQUIPMENT**. All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (minimum speed of WiFi/Internet 20 mb/s upload and 20mb/s download), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.
5. **PLACE OF PERFORMANCE OF SERVICES**. The services to be performed under this Agreement shall be performed at the District's place of business and other District locations as District may determine or online.
6. **HIRING OF EMPLOYEES**. Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable Law. Consultant alone shall have the right to discharge workers in Consultant's employment.
7. **SUPERVISION BY CONSULTANT.** Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.
8. **RIGHT OF** DISTRICT **TO SUPERVISE AND INSPECT**. Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to

District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles. District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy Laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

9. **CLEARANCES**. All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.
10. **INTELLECTUAL PROPERTY.** Consultant is and will be the sole and exclusive owner of all right, title, and interest in and to all Services performed by Consultant, including all Intellectual Property Rights therein. District acknowledges that the Consultant's proprietary database that houses Student Data ("Consultant Property") is the exclusive property of Consultant (or a third-party providing such Consultant Property to District under a license). No rights including, without limitation, any ownership interests in or to Consultant Property, shall be sold, transferred, assigned or licensed to District under this Agreement or any Statement of Work other than the license granted to District. The Consultant Property is the confidential and proprietary information of Consultant or such third-party, and the tools also may be protected by the copyright, patent, trade secret and/or intellectual property Laws of the United States and other countries. For purposes of this Agreement, Consultant Property shall mean, Consultant's (or a third-party's licensed to Consultant) proprietary software, copyrights and works of authorship (whether copyrightable or not), computer programs, and rights in data and databases software tools, and any other inventions, intellectual property, know-how, proprietary data, and materials supplied by Consultant to District under this Agreement plus any enhancements or modifications made at any time to any of the above.
11. **DATA OWNERSHIP.**
    a. All Student Data transmitted to the Consultant by the District will continue to be the property of and under the control of the District.
    b. Any records, files, documents, professional documentation, analyses, or other materials directly related to the student or school and created by the Consultant will continue to be the property of and under the control of the Consultant. The District, may make a written request for such items, but Consultant retains the right to refuse access to such items subject to applicable Laws.
    c. For purposes of this Agreement, "Student Data" includes any data, whether gathered by Consultant or provided by District or its users, students, or

students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state Law. Student Data shall not constitute information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services or directory information as described under FERPA.

12. **DATA SECURITY.** School agrees to implement and maintain appropriate security protocols in the transfer, transmission, and maintenance of all service-related records provided by Consultant to School in performance of this Agreement. School shall notify Consultant immediately upon discovery of or on reasonable belief that there has been a breach of data security relevant to the records subject to this agreement, and any records have been lost, tampered with, or otherwise illegally accessed.

13. **THIRD PARTY REQUEST.** School is the Custodian of Records for all service-related records provided to the School by Consultant. If School receives a request from a Third Party, including law enforcement and government entities, for service-related records, School will, unless prohibited by Law: (a) promptly notify Consultant of its receipt of a Third Party Request in a manner permitted by Law, (b) comply with Consultant's reasonable requests regarding its efforts to oppose a Third Party Request, and (c) respond to and/or comply with the request according to any state or federal legal timeframes.

14. **TERMINATION.**
    a. **With Cause by** District**.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
        i. material violation of this Agreement by Consultant; or
        ii. any act by Consultant exposing District to liability to others for personal injury or property damage; or
        iii. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.
            1. Written notice by District shall contain the reasons for such intent to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15)

calendar days cease and terminate.

b. **With Cause by Consultant.** Consultant may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    i. material violation of this Agreement by District; or
    ii. any act by District exposing Consultant to liability to others for personal injury or property damage; or
    iii. District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District's insolvency.
        1. Written notice by Consultant shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Consultant.

c. **Without Cause by District.** Written notice by District shall contain the intent to terminate, and this Agreement shall cease and terminate upon the expiration of fifteen (15) calendar days.

d. Upon termination, except as deemed privileged and/or confidential by Law, Consultant shall provide District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

15. MUTUAL INDEMNIFICATION.

a. Consultant shall defend, hold harmless and indemnify School and its directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising out of the performance or failure of performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Consultant, its officers, agents, or employees, or any other grounds of legal liability, including violation of any duty imposed by any applicable law, statute, ordinance rule or regulation promulgated by any governmental agency or regulatory body (collectively "Laws") on the part of Consultant, its officers, agents or employees.

b. School shall defend, hold harmless and indemnify Consultant and its directors, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising out of the performance or failure of performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents, or employees, or any other grounds of legal liability, including violation of any duty imposed by Law on the part of School, its officers, agents or employees.

c. It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

16. **INSURANCE.** Consultant shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
17. **CONFIDENTIALITY.** Consultant and Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of District, except as required by Law or as necessary for Consultant's agents, personnel, employee(s), and/or subconsultant(s) to perform the Services. If Consultant or any of Consultant's agents, personnel, employee(s), and/or subconsultant(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Consultant and the person served shall each promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its agents, personnel, employee(s), and/or subconsultant(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subconsultant(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
18. **CONSENT FOR SERVICES FOR MINORS.** Consultant within its sole discretion will determine when a minor referred for services may receive treatment or counseling without Parent or Legal Guardian consent. In making this determination, Consultant will comply with all provisions of Law pertaining to informed consent for provision of its services to minors. Such Laws include, by way of illustration and not limitation:
    a. California Family Code § 6924, providing:
        i. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis or to residential shelter services, if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services or residential shelter services. In addition, the professional person treating or counseling the minor is to consult with the minor before determining whether involvement of the minor's parent or guardian would be inappropriate; and
    b. Health & Safety Code § 124260, providing:
        i. A minor who is 12 years of age or older may consent to [outpatient] mental health treatment or counseling services if, in the opinion of the attending professional person, the minor is mature enough to participate intelligently in the mental health treatment or counseling services.
19. **CONFLICT OF INTEREST.** Through its execution of this Agreement, Consultant

acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Consultant receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Consultant agrees it shall immediately notify District of this information.

20. **DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation (the cost of which shall be split equally) prior to either Party commencing litigation. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
21. **COMPLIANCE WITH LAWS AND REGULATIONS.**
    - **a.** In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in compliance with any and all applicable Laws. For clarity, Consultant shall not be considered a covered entity under HIPAA or an educational agency or institution under FERPA.
    - **b.** In the performance of its obligations under this Agreement, School agrees that it shall be conducted in compliance with (i) the Privacy Rules (including, without limitation, any obligation to obtain consents from, or provide notices to, School students and parents), and (ii) any and all applicable Laws.
    - **c.** Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any Laws on this subject. Consultant further agrees to furnish School, on request, a certificate or other evidence of compliance with Laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.
22. **DURATION**.
    - **a.** This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on Start Date of Contract, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.
23. **REPRESENTATIVE'S AUTHORITY**. Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.
24. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.
25. **WRITTEN NOTICE**

a. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
b. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

26. **MEDIATION.** Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.
27. **PERMITS / LICENSES.** Consultant and all Consultant's employees or agents shall secure and maintain in force all permits and licenses that are required by Law in connection with the furnishing of Services pursuant to this Agreement.
28. **SAFETY AND SECURITY.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on District grounds, particularly when children are present.
29. **ANTI-DISCRIMINATION.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable Law, and therefore Consultant agrees to comply with applicable Laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Consultant agrees to require like compliance by all its subconsultant(s).
30. **FINGERPRINTING OF EMPLOYEES.** Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by Law to do so. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent Consultants of Consultant. Verification of compliance with this Section is available upon request in writing to Consultant by District. Consultant has obtained all required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
31. **RECORDKEEPING.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles (GAAP), reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for a minimum of three (3) years thereafter.
32. **EVALUATION OF CONSULTANT AND SUBORDINATES.** District may evaluate Consultant in any manner which is permissible under the Law. District's evaluation may include, without limitation:

a. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
b. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s)

33. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 22 of this Agreement. Consultant shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant by District.
34. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of Law and clause required by Law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to Laws shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
35. **ASSIGNMENT AND SUCCESSORS.** Neither District nor Consultant shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
36. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
37. **SCOPE OF SERVICES.** In the event that any provision of these General Terms and Conditions shall be construed to be in conflict with the Scope of Services attached and incorporated into the terms of this Agreement, the Scope of Services shall prevail.
38. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
39. **GOVERNING LAWS.** The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and legal proceedings under this Agreement be construed in accordance with and under and pursuant to the Laws of the State of California and that in any action, special

proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the Laws of the State of California shall be applicable and shall govern, to the exclusion of the Law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. In the event of any dispute or litigation concerning or arising out of this Agreement, all Parties agree to seek resolution in the County and/or federal judicial district in which Consultant's principal administrative office is located.

40. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
41. **EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
42. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Consultant.
43. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
44. **AUTHORITY.** The individual executing this Agreement on behalf of Consultant warrants that he/she is authorized to execute the Agreement on behalf of Consultant and that Consultant will be bound by the terms and conditions contained herein.
45. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor of School, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and School for any purpose.
46. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
    a. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
    b. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
    c. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Consultant's profession.
    d. **Cyber Liability Insurance.** Cyber Liability Insurance that shall provide Consultant protection against events like data breaches of client information and ransomware attack.
    e. **Sexual Abuse and Misconduct Liability Insurance.** Sexual Abuse and Misconduct Liability that shall protect Consultant from claims of related acts of sexual abuse and misconduct.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	 **$2,000,000** **$4,000,000**
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 **$1,000,000** **$1,000,000**
Professional Liability	**$1,000,000**

Workers Compensation	**Statutory Limits**
Employer's Liability	**$1,000,000**
Cyber Liability Insurance	**$2,000,000**
Sexual Abuse and Misconduct Liability	**$2,000,000**

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: **Wellness Together**

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☒ **Contract for Professional Services / Special Services** **(RFP Process)**

- ☐ **Up to $50,000**, no further steps required.
- ☒ **$50,001 and above**, completed the following items:
  - ☒ **RFP** Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☒ **RFP** Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **Up to $50,000**, no further steps required.
- ☐ **$50,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **Up to $75,000**, no further steps required.
- ☐ **$75,001 - $114,799**, completed the following items:
  - ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,800 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ **Followed** the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ ____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐____ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Contract for Emergencies {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	
Date:	July 14, 20 25	Date:	July 15, 2025, 20____
Print Name:	Karin Jinbo	Print Name:	Cathy Baur
Print Title:	Director Health and Wellness	Print Title:	Associate Superintendent

Wellness Together PSA

Checklist not required for school sites

usbank

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER	[redacted]
STATEMENT DATE	06-23-2025
AMOUNT DUE	$5,517.90
NEW BALANCE	$5,517.90

PAYMENT DUE ON RECEIPT

000000850 01 SP 106481400657129 P

MOUNTAIN VIEW WHISMAN SD
ATTN JOHN ZEPEZAUER
1400 MONTECITO AVENUE
MOUNTAIN VIEW CA 94043-4590

AMOUNT ENCLOSED
$

Please make check payable to"U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555755226 000551790 000551790

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY

MOUNTAIN VIEW WHISMA [redacted]	Previous Balance	+ Purchases And Other Charges	+ Cash Advances	+ Cash Advance Fees	+ Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	$828.16	$8,645.44	$0.00	$.00	$0.00	$0.00	$3,955.70	$5,517.90

MARKETING MESSAGES

WE CERTIFY THAT ALL PURCHASES LISTED ON THIS STATEMENT HAVE BEEN RECEIVED, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE, CORRECT AND FOR OFFICIAL BUSINESS ONLY. PAYMENT IS AUTHORIZED.

Cardholder Date Approver Date

CORPORATE ACCOUNT ACTIVITY

MOUNTAIN VIEW WHISMAN SD [redacted]

TOTAL CORPORATE ACTIVITY
$3,955.70 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-23	05-22	74798265143000000000198	PAYMENT - THANK YOU 00000 C	3,955.70 PY

CUSTOMER SERVICE CALL

800-344-5696

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

ACCOUNT NUMBER	
[redacted]	
STATEMENT DATE	DISPUTED AMOUNT
06/23/25	.00

AMOUNT DUE

5,517.90

ACCOUNT SUMMARY	
PREVIOUS BALANCE	828.16
PURCHASES & OTHER CHARGES	8,645.44
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	3,955.70
ACCOUNT BALANCE	**5,517.90**

Company Name: MOUNTAIN VIEW WHISMAN SD
Corporate Account Number: [redacted]
Statement Date: 06-23-2025

NEW ACTIVITY

MOUNTAIN VIEW WHISMAN SD [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$3,020.12	$0.00	$3,020.12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-28	05-27	24231685148353478312239	SMART AND FINAL 432 MOUNTAIN VIEW CA	72.93
05-28	05-27	24231685148353478312247	SMART AND FINAL 432 MOUNTAIN VIEW CA	242.27
05-29	05-27	24231685148353679328240	SAFEWAY #0705 MOUNTAIN VIEW CA	160.93
05-29	05-28	24231685149354572117937	SMART AND FINAL 432 MOUNTAIN VIEW CA	148.34
06-04	06-03	24000775154100014402506	DRIP.COM WWW.DRIP.COM MN	39.00
06-04	06-03	24231685155361222231035	SMART AND FINAL 432 MOUNTAIN VIEW CA	106.07
06-05	06-04	24226385156010530535842	WAL-MART #2280 MOUNTAIN VIEW CA	52.34
06-05	06-04	24455015155142000727876	WAL-MART #2280 MOUNTAIN VIEW CA	69.60
06-05	06-04	24943005156220191799720	COSTCO WHSE #0143 MOUNTAIN VIEW CA	54.29
06-05	06-04	24943005156220191799738	COSTCO WHSE #0143 MOUNTAIN VIEW CA	54.29
06-06	06-05	24943005157220865827350	COSTCO WHSE #0143 MOUNTAIN VIEW CA	21.72
06-06	06-05	24943005157220865827368	COSTCO WHSE #0143 MOUNTAIN VIEW CA	43.43
06-06	06-05	24943005157220865827376	COSTCO WHSE #0143 MOUNTAIN VIEW CA	54.29
06-06	06-05	24943005157220865827384	COSTCO WHSE #0143 MOUNTAIN VIEW CA	65.15
06-09	06-06	24000775157100021104480	BACKBLAZE INC BACKBLAZE.COM CA	26.07
06-12	06-11	24493985163114574525471	SANTA CLARA COE 408-453-6500 CA	350.00
06-16	06-14	24431065165226219296088	FASTRAK VIOLATION CENT 415-486-8655 CA	31.90
06-20	06-18	24692165170100473641914	SOUTHWES 5262357399508 800-435-9792 TX FERNANDO/THIRANJANI 07-13-25 SJC WN E LAS WN J SJC	1,099.80
06-23	06-19	24801975171379518125609	PLAZA RESERVATIONS 7023862212 NV 16811347023862212 ARRIVAL: 07-13-25	65.54
06-23	06-19	24801975171379521098520	PLAZA RESERVATIONS 7023862212 NV 16811417023862212 ARRIVAL: 07-13-25	65.54
06-23	06-19	24801975171379521098538	PLAZA RESERVATIONS 7023862212 NV 16811457023862212 ARRIVAL: 07-13-25	65.54
06-23	06-19	24801975171379521098553	PLAZA RESERVATIONS 7023862212 NV 16811497023862212 ARRIVAL: 07-13-25	65.54
06-23	06-19	24801975171379521098561	PLAZA RESERVATIONS 7023862212 NV 16811517023862212 ARRIVAL: 07-13-25	65.54

MOUNTAIN VIEW WHISMAN 2 [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$0.00	$5,625.32	$0.00	$5,625.32

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-06	06-05	24036295156714623571983	EB *AI WORKSHOPS AMP A 801-413-7200 CA	840.00
06-06	06-05	24559305156900015320543	FIRST FOR INSPIRATION & R 603-6663906 NH	410.32
06-11	06-10	24027625161067887278320	CSBA 916-669-3289 CA	4,375.00

Department: 00000 Total: $8,645.44
Division: 00000 Total: $8,645.44

(85)

Revised 3-28-255

MVWSD Credit Card Purchase

Name	Liz Llamas
Title	School Secretary
School Site or Department	Castro Elementary
Date	3/31/2025
Event Date (if applicable)	June 5, 2025

[For Office Use Only]
Credit Card Check Out:
Date 5/27/25
Time 9:51 Am

Credit Card Returned*:
Date 5/27/25
Time 11:26 Am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Castro Elementary End of year Staff meeting

reason for using credit card for this purchase: no PO or invoice available

SACS Code: 010-1100-0-4310-00-0000-2700-0000000-003-0100

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
1	Smart & Final food & drinks	$335.44

-If needed, attach additional items on separate page

Tax	15.00
Shipping/Handling/Tip	0
ESTIMATED TOTAL - NOT TO EXCEED	350.44
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$315.20

(72.93
242.27)

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: [signature] Date: 4/2/2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 4/2/2025

Supervisor Print Name & Title: Interim Principal

[For Business Office Use Only]
Processed by Name & Title: Hera Honglee, Acct Tech Signature [signature]

Castro Staff Attendance Sheet – June 5, 2025

Acantha Ellard
Alice Bowie
Amanda Clem
Ana Maria Alcazar
Beth Smith
Brittany Thornton
Caleb Wiegman
Carol Abrahamson
Carol Love
Cathy Patterson
Danielle Slaney
Elizabeth Llamas
Emily Campion
Emma Ellis
Erin Hurd
Helen Grace Dionisio
Javiera Orellana Navarrete
Jocey Vera
Judith Navarro
Justin Morales
Kaitlin Chernikoff
Kurt Boling
Lara Saati
Lauren Abbott
Lizzette Hernandez DeLa Torre
Luz Aragon
Luz Munoz Cruz
Makiko Lynn
Maria Flores
Mayra Lopez
Miguel Meza
Miriam Lopez-Ramirez
Monique Wooten
Neera Punj
Nicole Data
Omar Hernandez Leon
Penelope Cifuentes
Rafael Zavala
Rita Alejandra Villanueva
Ronald Vargas
Sandra Salas
Sandrita Esparza Campos
Sanjuanita Garza-Espinoza
Sara Moran
Sonia Rivas-Clemot
Vanessa Schulz
Vinita Alwyn
Elizabeth mesa
Gloria Flores de Carbajal
Lidia (Valeria) Craven
Marisa Avila
Coach K

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Smart&Final
Warehouse & Market. Friend & Neighbor.

Store 432
141 E. EL CAMINO REAL
MOUNTAIN VIEW, CA 94040
Telephone (650) 962-1092

Bakery/Bread/Tortillas		
Chocolate Dipped Madele	6.99	F
Chocolate Dipped Madele	6.99	F
First Street Chocolate	6.99	F
Frozen Food		
North Star Variety Sund	20.99	F
ITS IT Ice Cream Mini V	9.49	F
ITS IT Ice Cream Mini V	9.49	F
Oreo Bars	11.99	F
SUBTOTAL	72.93	

Total # Items Sold 7

72.93 @ 0.000% = 0.00

TOTAL	72.93
Visa	72.93

PURCHASE $72.93
**********9488 Visa
CHIP CONTACTLESS
REF#: 093319 APPROVED
VISA CREDIT
ARQC - EBCB356CD32C3D5F
Mode: Issuer
IAD: 06011203A00000

Legend
F - food stamp eligible

00104322705250050000162

You were served by: Angela

Date	Time	Store	Term	Opr	Tran
05/27/25	10:41 AM	432	5	40052	0162

Thank you for shopping with us!

Complete our survey and
enter for a chance to win a
$500 SMART & FINAL GIFT CARD
Visit www.smartandfinal.com/survey
within 7 days of this shop

Now Hiring!
Visit www.smartandfinal.com/careers

One Trip & That's It

Smart&Final

Warehouse & Market. Friend & Neighbor.

Store 432
141 E. EL CAMINO REAL
MOUNTAIN VIEW, CA 94040
Telephone (650) 962-1092

Fresh/Frozen Meat

Beyond Meat Burger Stac	16.99	F
First Street Beef Patti	39.99	F
Beyond Meat Hot Italian	9.99	F

Dairy/Deli/Cheese

First Street 120 ct Sli	12.89	F
Farmer John Meat Wiener	7.99	F
Farmer John Meat Wiener	7.99	F

Bakery/Bread/Tortillas

First Street Hot Dog Bu	8.98	F
2 @ 4.49		
Regular Price $5.99		
First Street Hamburger	8.98	F
2 @ 4.49		
Regular Price $5.99		

Frozen Food

Pantry Chef Buffalo Ten	17.99	F
Yummy NAE All Natural D	8.59	F
Checkers Rallys Famous	8.59	F

Grocery

Mt Olive Hamburger Dill	6.39	F
Mars Variety Pack Candy	23.99	F
Sour Punch Twists	10.99	F

Non-Foods

First Street Foil Cover	7.99	T
First Street Full Steam	6.57	T
3 @ 2.19		
First Street Extra Heav	14.99	T

Beverage

Fresca	9.99	TF
CRV FOODSTAMP TAXABLE	0.60*	TF
Coke Zero	6.99	TF
CRV 50CENTS	0.50*	F

General

Basket Verify	0.00
SUBTOTAL	237.97

Total # Items Sold 24

	190.84 @	0.000% =	0.00
Tax	47.13 @	9.125% =	4.30
TOTAL			242.27
Visa			242.27

PURCHASE $242.27
**********9488 Visa
CHIP CONTACTLESS
REF#: 045630 APPROVED
VISA CREDIT
ARQC - 70D257C1A86C6AF4
Mode: Issuer
IAD: 06011203A00000

Total Saved	$6.00
Item Savings	6.00

Legend
T - taxable
F - food stamp eligible
* - non-discountable

Coke Zero 6.99 TF
CRV 50CENTS 0.50* F

General
Basket Verify 0.00

SUBTOTAL 237.97

Total # Items Sold 24

190.84 @ 0.000% = 0.00
Tax 47.13 @ 9.125% = 4.30

TOTAL 242.27
Visa 242.27

PURCHASE $242.27
**********9488 Visa
CHIP CONTACTLESS
REF#: 045630 APPROVED
VISA CREDIT
ARQC - 70D257C1A86C6AF4
Mode: Issuer
IAD: 06011203A00000

Total Saved $6.00
Item Savings 6.00

00104322705250050000155

You were served by: Angela

Date	Time	Store	Term	Opr	Tran
05/27/25	10:31 AM	432	5	40052	0155

Thank you for shopping with us!

Complete our survey and
enter for a chance to win a
$500 SMART & FINAL GIFT CARD
Visit www.smartandfinal.com/survey
within 7 days of this shop

Now Hiring!
Visit www.smartandfinal.com/careers

One Trip & That's It

Revised 3-28-255

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MVWSD Credit Card Purchase

Name	Liz Llamas
Title	Secretary
School Site or Department	Castro Elementary
Date	May 27, 2025
Event Date (if applicable)	June 4, 2025

[For Office Use Only]
Credit Card Check Out:
Date 5/27/25
Time 11:30 Am

Credit Card Returned*:
Date 5/27/25
Time 11:55 Am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): 5th Grade Promotion

reason for using credit card for this purchase no PO / reqs accepted

SACS Code: 010-9552-0-4311-00-1110-1000-000000-003-0302

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Cupcakes Safeway	$ 140.00

-If needed, attach additional items on separate page

Tax	$ 15
Shipping/Handling/Tip	∅
ESTIMATED TOTAL - NOT TO EXCEED	$ 165.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$ 160.93

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 5/27/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 5/27/25

Supervisor Print Name & Title: Acantha Ellard, Interim Principal

[For Business Office Use Only]
Processed by Name & Title: Heanthonglee, Acct Tech Signature _____

Docusign Envelope ID: 3B412558-A619-4875-8235-A1CF2B64CC2B

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SANTA CLARA COUNTY Behavioral Health Services SCHOOL LINKED SERVICES

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Miguel Meza
District	Mountain View School District
School	Mariano Castro Elementary- "Castro"

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
1	Smart & Final/Costco - Drinks(Water & Juice, etc.)	200	price will vary+ CRV	160.00
2	Starbucks Coffee Traveler Box	2	$22.00 each	44.00
3	Decorations/Materials-AMAZON/Party City/Dollar Store	20+	$5.00-$40.00	500.00
4	Pan Dulce/Pastries/cupcakes	enough for 200	Price will vary	140.00
			Total sub-total	$830.00
			Tax	**EST $76.00-$80.00**
			Total	**$830.00-$1,100.00**

Event Date	TBD-Spring 2025
Start Time (if applicable)	TBD

Docusign Envelope ID: 3B412558-A619-4875-8235-A1CF2B64CC2B

SLS Coordinator Signature	Date: 08/26/24
SLS Coordinator Print Name	Miguel Meza
SLS Coordinator Supervisor Signature	Date: 9/10/24
SLS Coordinator Supervisor Print Name and Title	Geoff Chang - Director Federal State & Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	DS MM	9/10/2024

SLS Program Manager III	Date: 9/10/2024	DocuSigned by: Sonia Gutierrez A3147AB5764249F...

SLS Pre-Approval Form
Last Revised 9/5/2023

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested? • How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

The 5th Grade Promotion event is a significant occasion celebrating students' academic achievements as they transition from elementary to middle school. This event not only honors the students but also aims to strengthen the connection between families and school staff, emphasizing the importance of parental involvement in their children's education.

At the event, we will recognize the student's academic successes and re-engage families with available district student services and support. Our goal is to encourage families to remain actively involved in their children's educational journey.

Docusign Envelope ID: 3B412558-A619-4875-8235-A1CF2B64CC2B

Community Resources and Support

During the 5th Grade Promotion, we will provide families with access to various community resources and services. This includes sharing information about the different School Linked Services (SLS) available at the students' feeder school, Graham Middle School. We will have resources from community partners that focus on prevention and intervention services, school support, health, and well-being.

Additionally, we will highlight available summer programs and resources that align with our SLS goal to "Improve school climate and school-family-community partnership." This initiative aims to ensure that families are well-informed and can take advantage of the support systems available to them and their children as they transition to the next stage of their education.

Overall, the 5th Grade Promotion is not just a celebration of academic milestones but also a vital opportunity to foster community engagement and support for our students and their families.

This event can be evaluated by a quick online and/or in-person survey given to families.

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Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Fwd: Credit card for sls approval - 5th grade promotion

1 message

Leticia Corcoran <lcorcoran@mvwsd.org> Tue, May 27, 2025 at 11:28 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Hi Hera, we are good with the credit card request for cupcakes, total not to exceed $165.
Please let me know if you have any questions,
Thank you,
Leticia

---------- Forwarded message ---------
From: **Acantha Ellard** <aellard@mvwsd.org>
Date: Tue, May 27, 2025 at 11:16 AM
Subject: Re: Credit card for sls approval - 5th grade promotion
To: Leticia Corcoran <lcorcoran@mvwsd.org>
Cc: Elizabeth Llamas <ellamas@mvwsd.org>

ohh oops! Sorry. It should be 165.
Thanks,
Acantha Aragon Contreras
Interim Principal
Mariano Castro Elementary School
Mountain View Whisman School District
(650) 526-3590

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

On Tue, May 27, 2025 at 10:57 AM Leticia Corcoran <lcorcoran@mvwsd.org> wrote:
Hello,
The item cost itself is fine, I don't understand why the "Not to Exceed" amount is listed as $190.

On Tue, May 27, 2025 at 10:47 AM Acantha Ellard <aellard@mvwsd.org> wrote:
Hi Leticia,
Can you take a look at these for us and let us know if it can be passed on to Hera?

SAFEWAY

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Store 705 Dir Jeff Harms
Main:(650) 961-4868 Rx:(650) 961-4851
570 North Shoreline
MOUNTAIN VIEW CA 94040

00070502100022505271145

YOUR CASHIER TODAY WAS ERIKA

BAKED GOODS	Price	You Pay
22488700000 7@ CUPCAKE 24CT- 12	160.93	160.93 S
TAX		0.00
**** BALANCE		160.93

Credit Purchase 05/27/25 11:45
CARD # **********9488
REF: 554556494880 AUTH: 00099840

PAYMENT AMOUNT 160.93

AL VISA CREDIT
AID A0000000031010
TVR 0000000000
Visa 160.93
CHANGE 0.00

Points expiring 05/31/25 441

YOUR POINTS
Points Earned Today 160
Points Available 991

TOTAL NUMBER OF ITEMS SOLD = 7
05/27/25 11:45 705 21 2 8471

Thank you for shopping Safeway!
For SAFEWAY FOR U questions call
877-276-9637 or Safeway.com/foru
** **

fresh pass
Free delivery
Premium perks

SNAP users: 50% off FreshPass

Just $49/yr.* Enjoy free delivery on $30+ orders & premium perks: like 5% off O Organics and Open Nature, 2X Points on Exclusive Brands & so much more.

TRY FREE

*Restrictions apply. See details at

Revised 3-28-255

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MVWSD Credit Card Purchase

Name	Miguel Meza
Title	SCEF
School Site or Department	Castro Elementary
Date	May 28, 2025
Event Date (if applicable)	June 4 2025

[For Office Use Only]
Credit Card Check Out:
Date 5/28/25
Time 9:00 Am

Credit Card Returned*:
Date 5/28/25
Time ~~9:57 Am~~

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): 5th Grade promotion drinks w/ SLS approval

reason for using credit card for this purchase no PO | Reqs accepted

SACS Code: 0 1 0 - 9 5 5 2 - 0 - 4 3 1 1 - 0 0 - 1 1 1 0 - 1 0 0 0 - 0 0 0 0 0 0 - 0 0 3 - 0 3 0 2

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	water & Juice, - Smart & Final	$160.00

-If needed, attach additional items on separate page

Tax	15.00
Shipping/Handling/Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$175.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	5 148.34

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 5.27.25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: May 27 2025

Supervisor Print Name & Title: Interim Principal Acantha Aragon Contreras

[For Business Office Use Only]
Processed by Name & Title: Hera HongLee, Acct Tech Signature _____

Docusign Envelope ID: 3B412558-A619-4875-8235-A1CF2B64CC2B

School Linked Services Family Engagement Pre-Approval Form

Coordinator Name	Miguel Meza
District	Mountain View School District
School	Mariano Castro Elementary- "Castro"

Please itemize all costs, and attach quotes for each item or service.

Item	Description	Quantity	Cost per Item	Subtotal
1	Smart & Final/Costco - Drinks(Water & Juice, etc.)	200	price will vary+ CRV	160.00
2	Starbucks Coffee Traveler Box	2	$22.00 each	44.00
3	Decorations/Materials-AMAZON/Party City/Dollar Store	20+	$5.00-$40.00	500.00
4	Pan Dulce/Pastries/cupcakes	enough for 200	Price will vary	140.00
			Total sub-total	$830.00
			Tax	**EST $76.00-$80.00**
			Total	**$830.00-$1,100.00**

Event Date	TBD-Spring 2025
Start Time (if applicable)	TBD

Docusign Envelope ID: 3B412558-A619-4875-8235-A1CF2B64CC2B

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SLS Coordinator Signature	Date: 08/26/24
SLS Coordinator Print Name	Miguel Meza
SLS Coordinator Supervisor Signature	Date: 9/10/24
SLS Coordinator Supervisor Print Name and Title	Geoff Chang - Director Federal State & Strategic Programs

☐ Approved ☐ Denied ☐ Pending (need more information)

Natalie Mckelvey	DS NM	9/10/2024

SLS Program Manager III	Date: 9/10/2024	DocuSigned by: Sonia Gutierrez A3147AB5764249F...

SLS Pre-Approval Form
Last Revised 9/5/2023

School Linked Services Family Engagement Pre-Approval Form

Please include the following explanation:

- How are the items or services tied back to students and their families? Please include any prevention services being addressed.
- How will the SLS coordinator be involved in the event or items requested? • How will the event or program be evaluated? Please use the SLS Family Engagement Survey here.
- Attach any associated flyers or marketing to the event (if applicable)

The 5th Grade Promotion event is a significant occasion celebrating students' academic achievements as they transition from elementary to middle school. This event not only honors the students but also aims to strengthen the connection between families and school staff, emphasizing the importance of parental involvement in their children's education.

At the event, we will recognize the student's academic successes and re-engage families with available district student services and support. Our goal is to encourage families to remain actively involved in their children's educational journey.

Community Resources and Support

During the 5th Grade Promotion, we will provide families with access to various community resources and services. This includes sharing information about the different School Linked Services (SLS) available at the students' feeder school, Graham Middle School. We will have resources from community partners that focus on prevention and intervention services, school support, health, and well-being.

Additionally, we will highlight available summer programs and resources that align with our SLS goal to "Improve school climate and school-family-community partnership." This initiative aims to ensure that families are well-informed and can take advantage of the support systems available to them and their children as they transition to the next stage of their education.

Overall, the 5th Grade Promotion is not just a celebration of academic milestones but also a vital opportunity to foster community engagement and support for our students and their families.

This event can be evaluated by a quick online and/or in-person survey given to families.

87

Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Castro - Credit Card Form

3 messages

Elizabeth Llamas <ellamas@mvwsd.org> Tue, May 27, 2025 at 2:59 PM
To: Leticia Corcoran <lcorcoran@mvwsd.org>, Hera Hong-Lee <hhonglee@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>
Cc: Acantha Ellard <acontreras@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Hi Leticia and Hera,

Attached is a credit card form and pre-approval for SLS.
Can Miguel please pick up the credit card tomorrow at 9am?

Thank you,
Liz

--
Elizabeth Llamas
School Secretary
Mariano Castro Elementary
Mountain View Whisman School District
(650) 526-3590 Ext: 1803

2 attachments

Castro (11).pdf
42K

Approved SLS Castro 5th Promotion May 2025 (1) (1) (1).pdf
213K

Leticia Corcoran <lcorcoran@mvwsd.org> Wed, May 28, 2025 at 8:18 AM
To: Elizabeth Llamas <ellamas@mvwsd.org>
Cc: Hera Hong-Lee <hhonglee@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>, Acantha Ellard <acontreras@mvwsd.org>, Miguel Meza <mmeza@mvwsd.org>

Thank you, Liz.

It looks good on our end per item number 1 of SLS's pre-approval form.

Best,
Leticia
[Quoted text hidden]
--
Leticia Corcoran
Federal, State, & Strategic Programs Secretary
Educational Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1121
www.mvwsd.org

CONFIDENTIALITY NOTICE: This communication, including its contents and all attachments, may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. Unauthorized interception, review, use, or disclosure is

(87)

7 Up Diet 7.99 TF
CRV FOODSTAMP TAXABLE 0.60×TF
Honest Kids Organic 13.99 F
Honest Kids Organic 13.99 F
Honest Kids Organic 13.99 F
Jarritos Mineragua 12.79 TF
CRV FOODSTAMP TAXABLE 0.60×TF

General
Basket Verify 0.00

SUBTOTAL 140.84

Total # Items Sold 17

58.73 @ 0.000% = 0.00
Tax 82.11 @ 9.125% = 7.50

TOTAL 148.34
Visa 148.34

PURCHASE $148.34
**********9488 Visa
CHIP READ
REF#: 038637 APPROVED
VISA CREDIT
Mode: Issuer
IAD: 06011203219000

Total Saved **$16.40**
Item Savings 16.40

Legend
T - taxable
F - food stamp eligible
* - non-discountable

00104322805250050000129

You were served by: Frozan

Date	Time	Store	Term	Opr	Tran
05/28/25	09:40 AM	432	5	40037	0129

Thank you for shopping with us!

Complete our survey and
enter for a chance to win a
$500 SMART & FINAL GIFT CARD
Visit www.smartandfinal.com/survey
within 7 days of this shop

Now Hiring!
Visit www.smartandfinal.com/careers

One Trip & That's It

Smart&Final Warehouse & Market. Friend & Neighbor.

Store 432
141 E EL CAMINO REAL
MOUNTAIN VIEW, CA 94040
Telephone (650) 962-1092

Beverage
First Street Water 2.99 F
Regular Price $4.09
CRV FOODSTAMP NONTAXAB 1.20× F
First Street Water 2.99 F
Regular Price $4.09
CRV FOODSTAMP NONTAXAB 1.20× F
First Street Water 2.99 F
Regular Price $4.09
CRV FOODSTAMP NONTAXAB 1.20× F
First Street Water 2.99 F
Regular Price $4.09
CRV FOODSTAMP NONTAXAB 1.20× F
Fresca Peach 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
Fresca Peach 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
Fresca Peach 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
Coca Cola Zero 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
Coca Cola Zero 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
Coca Cola Zero 7.99 TF
Regular Price $9.99

CRV FOODSTAMP TAXABLE 0.60×TF
7 Up Diet 7.99×TF
CRV FOODSTAMP TAXABLE 0.60×TF
7 Up Diet 7.99 TF
CRV FOODSTAMP TAXABLE 0.60×TF
Honest Kids Organic 13.99 F
Honest Kids Organic 13.99 F
Honest Kids Organic 13.99 F
Jarritos Mineragua 12.79 TF
CRV FOODSTAMP TAXABLE 0.60×TF

General
Basket Verify 0.00

SUBTOTAL 140.84

Total # Items Sold 17

58.73 @ 0.000% = 0.00
Tax 82.11 @ 9.125% = 7.50

TOTAL 148.34
Visa 148.34

PURCHASE $148.34
**********9488 Visa
CHIP READ
REF#: 038637 APPROVED
VISA CREDIT
Mode: Issuer
IAD: 06011203219000

Drip – Monthly charge

Drip is a monthly subscription. I contacted the company on 12/9/2024 asking if they accepted purchase orders or checks for payments and whether we could pay up front with a check. I was told that they only accept credit cards or debit cards for payment and that annual plans were reserved for larger accounts.

Ruxanda L. (Drip)

Hi Jon,

Ruxanda here with Drip Support. Thank you for reaching out. I hope this finds you well!

I'm afraid we can only offer the option of payment outside of credit card on a case-by-case basis and for annual plans only. The other payment options would be: wire transfer or ACH.

I hope this is helpful, Jon! Let me know if I can help you with anything else.

Best regards,

Ruxanda L.
Technical Support Specialist at Drip™ Europe

Visit the Drip Help Center

The Technology uses Drip to send out the monthly Technology newsletters, the weekly tech tips, and the Health & Wellness department uses it to send out their newsletters.

drip

Drip Global, Inc.
323 Washington Ave N. Suite 200
Minneapolis, MN 55401

Bill to:
Mountain View Whisman School District
1400 MONTECITO AVE
MOUNTAIN VIEW CA 94043-4590

Invoice

Invoice: 830628139
Date: June 3, 2025

Services

1 month Drip Service June 3, 2025 to July 3, 2025		$39.00
	Subtotal	**$39.00**
Total New Charges (USD)		**$39.00**

Payment Summary

Date	June 3, 2025
Payment #	640269850
Method	Credit card ending in 9488
Amount Charged	**$39.00**
Amount Due	$0.00

Plan Usage

Your email plan for the upcoming month includes a maximum of **2,500** active people and **unlimited** email sends.

	Actual usage through June 2	Limit from May 3 bill
Active people for Email	392	2,500
Emails sent	979	unlimited

Have questions about your plan?
We have all the details in the Help Center.

Go to Help Center

(88)

Revised 3-28-255

MVWSD Credit Card Purchase

Name (person who is taking the card)	Erika Mueller
Title	teacher
School Site or Department	Graham middle School
Date	6-3-2025
Event Date (if applicable)	6-4-2025

[For Office Use Only]
Credit Card Check Out:
Date 6/3/25
Time 11:53 AM

Credit Card Returned*:
Date 6/3/25
Time 12:35 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): 7th Grade BBQ - food for students

reason for using credit card for this purchase vendor does not take P.O.'s

SACS Code: 0 10 - 9120 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 014 - 0120

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
Smart & final Hot dogs / hot dog buns	250.00

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	250.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$ 106.07

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Erika Mueller Date: 6/3/2025

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: 6/3/2025

Supervisor Print Name & Title: Jacqueline Keirns Assistant Principal

[For Business Office Use Only]
Processed by Name & Title: Hera Hong Lee, Acct Tech Signature

(88)

Smart&Final.
Warehouse & Market. Friend & Neighbor.

Store 432
141 E. EL CAMINO REAL
MOUNTAIN VIEW, CA 94040
Telephone (650) 962-1092

Dairy/Deli/Cheese

Bar S Jumbo Meat Franks	25.00	F
20 @ 1.25		
Regular Price $1.79		
Bar S Jumbo Meat Franks	1.25	F
Regular Price $1.79		
Bar S Bun Length Franks	21.25	F
17 @ 1.25		
Regular Price $1.79		

Bakery/Bread/Tortillas

First Street Hot Dog Bu	58.37	F
13 @ 4.49		
Regular Price $5.99		

General

Basket Verify	0.00
SFI Bag 4 Checkstand Re	0.20
2 @ 0.10	
SUBTOTAL	106.07

Total # Items Sold 54

106.07 @ 0.000% =	0.00
TOTAL	106.07
Visa	106.07

PURCHASE $106.07
**********9488 Visa
CHIP CONTACTLESS
REF#: 032197 APPROVED
VISA CREDIT
ARQC - FA0E7B409B27A862
Mode: Issuer
IAD: 06011203A00000

Total Saved	$40.02
Item Savings	40.02

Legend
F - food stamp eligible

00104320306250050000131

You were served by. Frozan

Date	Time	Store	Term	Opr	Tran
06/03/25	12:18 PM	432	5	40037	0131

Thank you for shopping with us!

Complete our survey and
enter for a chance to win a
$500 SMART & FINAL GIFT CARD
Visit www.smartandfinal.com/survey
within 7 days of this shop

Now Hiring!
Visit www.smartandfinal.com/careers

One Trip & That's It

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	6/2/2025
Event Date (if applicable)	6/2/2025-6/6/2025

[For Office Use Only]
Credit Card Check Out:
Date 6/4/25
Time 12:05 pm

Credit Card Returned*:
Date 6/4/25
Time 3:40pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of supplies for water day, crafts and pizza for the last day. vendor does not accept POs

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4311 -00-1110 - 1000 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4310 - 00-1110 - 1000 - 000000 - 009 - 0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Costco Pizzas for ELOP (if extras are needed)	31	$10.99	$340.69
2	Michaels/Walmart/Dollar Tree- Tie Dye Shirts 5 Pack, End of year Activity		$112.24	$112.24
3	Costco - Water Balloons for water day 2 pack	2	$56.99	$113.98
4				
5				
	ESTIMATED SUBTOTAL NOT TO EXCEED			$566.91
	Tax			20.00
	Shipping/Handling			
	UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED			$230.52

Costco 108.58
Walmart 121.94

MVWSD Credit Card Purchase

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 6/2/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 6/2/25

Supervisor Print Name & Title: Geoff Chang Director of FSSP

[For Business Office Use Only]
Processed by Name & Title: Hem Honglee, Acct tech Signature _____

Give us feedback @ survey.walmart.com
Thank you! ID #:7VPMZ3SPCFG

Walmart

WM Supercenter
650-917-0796 Mgr. JEREMIEL
600 SHOWERS DR
MOUNTAIN VIEW CA 94040
ST# 02280 OP# 009006 TE# 06 TR# 01103

ITEMS SOLD 12
TC# 8427 7549 9955 4512 2737

LFS HR CDY	022000280970 F	11.92	N
MINTS	019000003050 F	2.74	N
MINTS	019000003050 F	2.74	N
EXTRA BUB 3P	022000113910 F	4.48	N
EXTRA BUB 3P	022000113910 F	4.48	N
EXTRA BUB 3P	022000113910 F	4.48	N
EXTRA BUB 3P	022000113910 F	4.48	N
REESES	034000995150 F	4.98	N
EXTRA BUB 3P	022000113910 F	4.48	N
REESES	034000995150 F	4.98	N
20Z OREO MI	044000052960 F	9.86	O
18CT FIERY	028400737560 F	9.98	O

SUBTOTAL	69.60
TOTAL	69.60
VISA TEND	69.60
CHANGE DUE	0.00

VISA CREDIT- 9488 I 1 APPR#032641
69.60 TOTAL PURCHASE
REF # 515599044108
TRANS ID - 585155751266855
VALIDATION - 6DQZ
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 26142203
*No Signature Required
06/04/25 13:52:05

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
06/04/25 13:52:12

Give us feedback @ survey.walmart.com
Thank you! ID #:7VPMZ4SPGDZ

Walmart

WM Supercenter
650-917-0796 Mgr. JEREMIEL
600 SHOWERS DR
MOUNTAIN VIEW CA 94040
ST# 02280 OP# 009007 TE# 07 TR# 03971

ITEMS SOLD 2
TC# 6110 4517 6288 1092 5444

MENS CREW	738994938890	23.98	X
MENS CREW	738994938900	23.98	X

SUBTOTAL		47.96
TAX1	9.1250 %	4.38
TOTAL		52.34
VISA TEND		52.34
CHANGE DUE		0.00

VISA CREDIT- 9488 I 1 APPR#054483
52.34 TOTAL PURCHASE
REF # 515565049768
TRANS ID - 305155758586915
VALIDATION - L8NC
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 26142042
*No Signature Required
06/04/25 14:04:18

Get free delivery from this store with Walmart+
Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
06/04/25 14:04:23

Total $121.94

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 605

4 @ 9.95
1184862 WHOLE PEP 39.80 A
1184887 WHOLE CHEESE 9.95 A
TAX 4.54
**** TOTAL [redacted]

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 236293 App#: 048634
Visa Resp: APPROVED
Tran ID#: 515500236293....

APPROVED - Purchase
AMOUNT: $54.29
06/04/2025 14:45 143 236 143 736

Visa 54.29
CHANGE 0.00

A 9.125% TAX 4.54
TOTAL TAX 4.54
TOTAL NUMBER OF ITEMS SOLD = 5
06/04/2025 14:45 143 236 143 736
OP#: 736 Name: Kiosk User 736

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 604

4 @ 9.95
1184862 WHOLE PEP 39.80 A
1184887 WHOLE CHEESE 9.95 A
TAX 4.54
**** TOTAL [redacted]

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 236292 App#: 064591
Visa Resp: APPROVED
Tran ID#: 515500236292....

APPROVED - Purchase
AMOUNT: $54.29
06/04/2025 14:44 143 236 142 736

Visa 54.29
CHANGE 0.00

A 9.125% TAX 4.54
TOTAL TAX 4.54
TOTAL NUMBER OF ITEMS SOLD = 5
06/04/2025 14:45 143 236 142 736
OP#: 736 Name: Kiosk User 736

Total $108.58

12-16-24 (90)

Name	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	6/2/2025
Event Date (if applicable)	6/2/2025-6/6/2025

[For Office Use Only]
Credit Card Check Out:
Date 6/5/25
Time 12:15pm

Credit Card Returned*:
Date 6/5/25
Time 3:00pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ALL RECEIPTS OF ITEMS LISTED ***

Reason for purchase(s), Include reason for using credit card for this purchase: Purchasing of supplies for water day, crafts and pizza for the last day. vendor does not accept POs

SACS Code:

- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 003 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 005 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 006 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 008 - 0234
- 010 - 6010 - 0 - 4310 - 00 - 1110 - 1000 - 000000 - 011 - 0234
- 010 - 2600 - 0 - 4311 -00-1110 - 1000 - 000000 - 009 - 0234
- 010 - 2600 - 0 - 4310 - 00-1110 - 1000 - 000000 - 009 - 0234

Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards.

ITEM NO.	DESCRIPTION (Item & Vendor)	QTY	ESTIMATED PRICE	EST SUBTOTAL
1	Costco Pizzas for ELOP (if extras are needed)	31	$10.99	$340.69 ✓
2	Michaels/Walmart/Dollar Tree- Tie Dye Shirts 5 Pack, End of year Activity		$112.24	~~$112.24~~
3	Costco - Water Balloons for water day 2 pack	2	$56.99	~~$113.98~~
4				
5				
	ESTIMATED SUBTOTAL NOT TO EXCEED			$566.91
			Tax	20.00
			Shipping/Handling	
			UPDATED TOTAL CONFIRMED BY RECEIPT(S) ATTACHED	**$184.59**

4 Costco Receipts ✓

MVWSD Credit Card Purchase

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card. I also understand that unauthorized or unapproved purchases may result in personal liability and/or disciplinary action.

Employee Signature: _____ Date: 6/2/25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 6/2/25

Supervisor Print Name & Title: Geoff Chang Director of FSSP

[For Business Office Use Only]
Processed by Name & Title: Hera HongLee Acct Tech Signature _____

6/5 CA - BTB End of Year

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 312

3 @ 9.95
1184862 WHOLE PEP 29.85 A
3 @ 9.95
1184887 WHOLE CHEESE 29.85 A
TAX 5.45
**** TOTAL 65.15

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 235958 App#: 084823
Visa Resp: APPROVED
Tran ID#: 515600235958....

APPROVED - Purchase
AMOUNT: $65.15
06/05/2025 12:35 143 235 59 735

Visa 65.15
CHANGE 0.00

A 9.125% TAX 5.45
TOTAL TAX 5.45
TOTAL NUMBER OF ITEMS SOLD = 6
06/05/2025 12:35 143 235 59 735
OP#: 735 Name: Kiosk User 735

6/5 GR - BTB End of Year

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 317

1184862 WHOLE PEP 9.95 A
1184887 WHOLE CHEESE 9.95 A
TAX 1.82
**** TOTAL 21.72

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 235961 App#: 054158
Visa Resp: APPROVED
Tran ID#: 515600235961....

APPROVED - Purchase
AMOUNT: $21.72
06/05/2025 12:36 143 235 62 735

Visa 21.72
CHANGE 0.00

A 9.125% TAX 1.82
TOTAL TAX 1.82
TOTAL NUMBER OF ITEMS SOLD = 2
06/05/2025 12:36 143 235 62 735
OP#: 735 Name: Kiosk User 735

6/5 LN-BTB End of year

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 315

2 @ 9.95
1184862 WHOLE PEP 19.90 A
2 @ 9.95
1184887 WHOLE CHEESE 19.90 A
TAX 3.63
**** TOTAL 43.43

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 235960 App#: 066127
Visa Resp: APPROVED
Tran ID#: 515600235960....

APPROVED - Purchase
AMOUNT: $43.43
06/05/2025 12:36 143 235 61 735

Visa 43.43
CHANGE 0.00

A 9.125% TAX 3.63
TOTAL TAX 3.63
TOTAL NUMBER OF ITEMS SOLD = 4
06/05/2025 12:36 143 235 61 735
OP#: 735 Name: Kiosk User 735

6/5 ML-BTB End of Year

COSTCO WHOLESALE

Mountain View #143
1000 N Rengstorff
Mountain View, CA 94043
(650) 988-1841

Order Number: 314

3 @ 9.95
1184862 WHOLE PEP 29.85 A
2 @ 9.95
1184887 WHOLE CHEESE 19.90 A
TAX 4.54
**** TOTAL 54.29

XXXXXXXXXXXX9488 CHIP Read
AID: A0000000031010
Seq# 235959 App#: 095494
Visa Resp: APPROVED
Tran ID#: 515600235959....

APPROVED - Purchase
AMOUNT: $54.29
06/05/2025 12:35 143 235 60 735

Visa 54.29
CHANGE 0.00

A 9.125% TAX 4.54
TOTAL TAX 4.54
TOTAL NUMBER OF ITEMS SOLD = 5
06/05/2025 12:35 143 235 60 735
OP#: 735 Name: Kiosk User 735

Backblaze – monthly charge

Backblaze has both annual and monthly subscriptions. I contacted the company on 12/10/2024 asking if they accepted purchase orders or checks for payments and whether we could pay up front with a check. I was told that they only accept credit cards or debit cards for payment.

Rae (Backblaze Help)
Dec 10, 2024, 11:01 PST

Hello,

Thank you for reaching out!

Unfortunately, we only accept credit or debit cards at this time.

I apologize for any inconvenience.

Rae
Support Agent
The Backblaze Team

This ticket will close automatically 36 hours after our agent responds.
You can reply to this ticket after it closes to re-open it or create a follow-up ticket.

We use Backblaze for two services. The annual service is the Backblaze backup software that we use to back up data on the Windows laptops for Business, HR. Superintendent, and Technology departments. The second is a monthly service that we use to store an offsite backup for all of our servers.

Backblaze

Paid

Payment Date	2025-06-06 UTC
Email	jaker@mvwsd.org
Payment	Credit Card ending in 9488
Group	Technology Department (#67957)
Other	

Backblaze
201 Baldwin Ave.
San Mateo CA 94401

Payment #: 2e61c115623c-GR-20250606140503

Transactions

Date	Item	Amount
06/06/2025	B2 Cloud Storage	($26.07)
	Tax	($0.00)

Total: ($26.07)

94

Revised 3-28-255

MVWSD Credit Card Purchase

Name (person who is taking the card)	~~Linda Gold~~ Mailly Barron
Title	~~Intervention Teacher~~ Secretary
School Site or Department	Amy Imai Elementary School
Date	June 11, 2025
Event Date (if applicable)	July 21-24, 2025

[For Office Use Only]
Credit Card Check Out:
Date 6/11/25
Time 11:39 AM

Credit Card Returned*:
Date 6/11/25
Time 11:45 AM

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Orton - Gillingham Training July 21-24, 2025 @8:30am - 4pm for teacher

reason for using credit card for this purchase: Past the deadline for submitting a PO_____

SACS Code: 010-9130-0-4310-00-1110-1000-000000-004-0130
Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
July 2025: Orton-Gillingham Training	$350

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$350
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$350 ✓

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Mailly Barron Date: 06/11/2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: A L Date: 6/10/25

Supervisor Print Name & Title: Arline Siam Principal

[For Business Office Use Only]
Processed by Name & Title: Hera Hong Lee, Acct Tech Signature HLee

California Collaborative for Learning Acceleration

ORTON-GILLINGHAM TRAINING

June 23-27, 2025 (5 days) *or* **July 21-24, 2025** (4 days & independent work)

Contact: Rebecca Davidson | 408.453.4295 | rdavidson@sccoe.org

Attendee Information

Reference Number	89929504
Email Address	lgold@mvwsd.org
First Name	Linda
Last Name	Gold
Job Title	Intervention Teacher
School Site	Amy Imai Elementary School
County	Santa Clara
Mobile Phone	[redacted]
Address Line 1	253 Martens Avenue
City	Mountain View
US State	California
Zip (Postal Code)	94040
Dietary Accommodations	

Attendee Selection

	Selection	Cost
Attendee Category	Attendee	$ 350.00
	JULY 2025: Orton-Gillingham Training July 21-24, 2025 @ 8:30 am - 4:00 pm	
	Total	**$ 350.00**

Transaction details

Date	Transaction Type	Amount
Monday 05/26/2025	Transaction Amount	$ 350.00
	Balance	**$ 350.00**

Close

94

California Collaborative for Learning Acceleration

ORTON-GILLINGHAM TRAINING

June 23-27, 2025 (5 days) *or* **July 21-24, 2025** (4 days & independent work)

Contact: Rebecca Davidson | 408.453.4295 | rdavidson@sccoe.org

Attendee Information

Reference Number	90164229
Email Address	lgold@mvwsd.org
First Name	Linda
Last Name	Gold
Job Title	Intervention Teacher
School Site	Amy Imai Elementary School
County	Santa Clara
Mobile Phone	650-526-3490
Address Line 1	253 Martens Avenue
City	Mountain View
US State	California
Zip (Postal Code)	94040
Dietary Accommodations	N/A

	Selection	**Cost**
Attendee Category	Attendee	$ 350.00
	JULY 2025: Orton-Gillingham Training July 21-24, 2025 @ 8:30 am - 4:00 pm	
	Total	**$ 350.00**

Date	**Transaction Type**	**Amount**
Wednesday 06/11/2025	Transaction Amount	$ 350.00
Wednesday 06/11/2025	Online Credit Card Payment(xxxxxxxxxxxx9488)	$ -350.00
	Balance	**$ 0.00**

Close

95

Revised 3-28-25

MVWSD Credit Card Purchase

Name (person who is taking the card)	Melanie Agront
Title	Department Secretary
School Site or Department	MOT
Date	June 13, 2025
Event Date (if applicable)	

[For Office Use Only]
Credit Card Check Out:
Date 6/13/25
Time 1:20pm

Credit Card Returned*:
Date 6/13/25
Time 1:25pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Fastrak Payment for MOT driver.

reason for using credit card for this purchase: Payment required urgently due to past due penalty.

SACS Code: 010 - 0000 -0 - 4332 - 00 - 0000 - 3900 - 000000 - 009 - 0561

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
Fastrak - toll evasion, driver doing the county run in express lane	$11.90
Fastrak - delinquent Penalty	$20.00

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$31.90
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$31.90

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card) Melanie Agront Date: June 13, 2025

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: June 13th, 2025

Supervisor Print Name & Title: Dalewyn Spinks - Director, MOT

[For Business Office Use Only]
Processed by Name & Title: Kevin Quaresma Acct Tech III Signature _____ 6/13/2025

(95)

FASTRAK® Keeps You Moving

NOTICE OF TOLL EVASION

VIOLATION NUMBER	LICENSE PLATE	NOTICE DATE	TOLL AMOUNT	TOLL EVASION PENALTY	TOTAL AMOUNT DUE	DUE DATE
[redacted]	[redacted]	04/15/25	$1.90	$10.00	$11.90	05/15/25

You are receiving this notice for the toll transaction listed on the following page.

WHISMAN SCHL DIST
750A SAN PIERRE WAY
MOUNTAIN VIEW CA 94043-3133

RECEIVED
MAY 28 2025
ACCOUNTS PAYABLE

FAST AND EASY WAYS TO PAY

WITH IMMEDIATE PAYMENT CONFIRMATION

PAY ONLINE
www.bayareafastrak.org

PAY BY PHONE
(877) 229-8655
Option 1 at the Main Menu

Not your vehicle?
Already have a FasTrak or License Plate account?
See details on the back!
Or view or dispute the violation online at www.bayareafastrak.org.
Is this your first violation? Sign up for a FasTrak account and we'll waive the penalty fees.
Were you carpooling? Sign up for FasTrak and get a Flex tag to use Express Lanes toll free.

Our records indicate that on the date, time and location shown on this notice, the vehicle listed did not pay the proper toll and a valid FasTrak toll tag or License Plate Account was not detected. California Vehicle Code (Sections 23302, 23302.5, and 40250 et seq.) require that tolls be paid and that penalties or fees may be charged if the proper toll is not paid. The tolls and penalties shown above are now due. To avoid additional penalties or fines, please pay the amount shown by the required due date.

Failure to respond to this notice may result in additional penalties and fees and referral of the amount due to a collections agency and/or withholding of your vehicle registration (CVC 4770 and 40267).

Can't pay online or by phone? Please pay by mail, return this portion with your payment

FASTRAK NOTICE OF TOLL EVASION
PAYMENT COUPON
SAVE TIME - PAY ONLINE: WWW.BAYAREAFASTRAK.ORG

License Plate: [redacted] Amount Due: $11.90

Violation Number: [redacted] Due Date: 05/15/25

Amount Enclosed: $ [ ][ ][ ][ ][ ][ ].[ ][ ]

WHISMAN SCHL DIST
750A SAN PIERRE WAY
MOUNTAIN VIEW CA 94043-3133

Violation Processing Department
P.O. Box 26925
San Francisco, CA 94126

BAT001-A

Make checks payable to FasTrak Violation Processing Department. Please include your violation number on your check. DO NOT SEND CASH. A fee of $25 will be assessed for any returned check. **Failure to pay in full by the due date may result in additional penalties and fees and referral of the remaining amount due to a collections agency and/or withholding of your DMV vehicle registration.**

0415202505152025822579094523001190 9

95

Violation Number	License Plate	Express Lane Trip Entry/Exit	Date	Time	Toll Amount	Penalties	Total
[redacted]	[redacted]	V101 MBN to SBN	04/04/25	11:06:14	$1.90	$10.00	$11.90

Legend: US 101 Moffett Blvd NB to US 101 N Shoreline Blvd NB

Returned Check Fee (if applicable): $0.00
Total Amount Due: $11.90

Contested Notice of Toll Evasion / Affidavit of Non-Liability / Existing Customer

Pursuant to California Vehicle Code (CVC) Sections 40250 and 40254, the registered owner of the vehicle is responsible for all toll evasion violations committed by that vehicle. If you do not agree that you owe the amount shown on the front of this notice, if you do not own or have not rented the vehicle listed, or if you are a Bay Area FasTrak or License Plate account holder, you have twenty-one (21) days from the notice date to complete and return this form to the FasTrak Customer Service Center return address below or scan and submit online at www.bayareafastrak.org.
Complete Only One of the following Sections A, B or C.

Section A: CONTESTED NOTICE OF TOLL EVASION

CONTEST

☐ Check here if you are disputing this violation because the license plate information in the table does not match the vehicle in the picture.

I do not believe I owe the amount shown on the reverse side of this notice. I am requesting an investigation of the items which constitute my defense against liability of the violation. I have attached a written explanation of the reasons I am contesting the violation.

Print Name: _____ Phone: (____) _____ Email: _____

Signature: _____ Date: _____

You will be notified of the investigation results by mail. If you are not satisfied with the results, you may request an administrative review within 15 days from the mailing date of the results, after depositing the amount due pursuant to procedures set forth in California Vehicle Code Section 40255. Following the administrative review, if you are not satisfied with the decision, you may file an appeal to the superior court in accordance with the procedures set out in California Vehicle Code Section 40256.

Section B: AFFIDAVIT OF NON-LIABILITY

NON LIABILITY

The undersigned declares that the vehicle bearing the license plate on the Notice of Toll Evasion was not owned by me/was rented to another party on the date of the violation. The vehicle was (check one only):

☐ **SOLD** *or* **TRANSFERRED** ☐ **LEASED** *or* **RENTED** ☐ **REPORTED STOLEN** ☐ **TRAILER** *or* **CONTAINER**

Name and Address of Responsible party is:

Name: _____

Address: _____ City: _____ State: _____ ZIP Code: _____

Date of sale, theft or execution of rental/lease agreement: _____

I declare under penalty of perjury that the foregoing is true and correct:

Signature: _____ Date: _____ Phone: (_____) _____ Email: _____

One of the following must accompany this Affidavit as acceptable proof of non-liability: (1) declaration of non-ownership, (2) a copy of the bill of sale or release of liability filed with the DMV, (3) a copy of the lease or rental agreement providing the rentee/lessee information and term of agreement, (4) a police report citing the date of theft. Failure to provide or accurately complete the above information, as well as lack of verification of such by DMV, will result in this Affidavit being disregarded.

Section C: FASTRAK OR LICENSE PLATE ACCOUNT CUSTOMER

ACCOUNT CUSTOMER

If you hold an existing FasTrak or License Plate Account, you most likely received this notice because the license plate number shown has not been added to your account yet. Go to www.bayareafastrak.org, log into your account, and add your vehicle with a start date of your toll crossing, or fill out the section below. You may have also received this notice because your accout had insufficient funds on the date of the transaction(s). In such case, you may need to add additional funds to your account. Go to www.bayareafastrak.org and add funds to your account.

FasTrak Account: I am a Bay Area FasTrak account holder in good standing and had a valid transponder in the vehicle at the time of the violation shown on this notice. Please charge my account for the toll amount only. I understand I am liable for the full amount due shown on this notice if my account does not have a sufficient balance and/or the transponder was not in a valid status at the time of the violation. Failure to completely and accurately provide the information below will result in this declaration being rejected.

☐ To prevent violation(s), I authorize the FasTrak Customer Service Center to add to my account the following license plate: **CA 387464**

License Plate Account: I am a License Plate account holder in good standing at the time of the violation shown on this notice. Please charge my account for the toll amount only. I understand I am liable for the full amount due shown on this notice if my account does not have a valid credit card on file or a sufficient balance at the time of the violation. Failure to completely and accurately provide the information below will result in this declaration being rejected.

☐ To prevent violation(s), I authorize the FasTrak Customer Service Center to add to my account the following license plate: **CA 387464**

I have been responsible for this vehicle since _____ Account Number: _____

Account Holder Name: _____ Signature: _____ Transponder Number (if FasTrak): _____

If you are a FasTrak account holder from a different toll agency, you may do ONE of the following:

- Update your vehicle information with your local FasTrak Customer Service Center within 30 days of this notice. This violation will continue to escalate until resolved. **OR**
- Dispute the violation using Section B above. **OR**
- Pay this violation online at www.bayareafastrak.org

INFO

Questions about your Notice of Toll Evasion?
Please call (877) BAY-TOLL (1-877-229-8655), Monday through Friday from 8:00 am to 6:00 pm. Email: [redacted]
FasTrak Violation Processing Department, PO Box 26925, San Francisco, CA

SUSTAINABLE FORESTRY INITIATIVE

To make a payment, go to:
www.bayareafastrak.org

RESPOND PROMPTLY TO AVOID DMV ACTION

SUSTAINABLE FORESTRY INITIATIVE Certified Sourcing
www.sfiprogram.org

Violation Detail

Resolve a Violation -# T822579094523

Notice Mail Date: 05/23/2025 License Plate 387464

Status	OPEN
Toll	$1.90
NSF Fee	$0.00
Penalty	$10.00
Delinquent Penalty	$20.00
DMV Fee	$0.00
Total Amount	$31.90

View Details

File Dispute

First Time Toll Violators - Save $5.00

If you are first time toll violator, and are not currently a FasTrak account holder, you can have your violation penalty dismissed by opening a new FasTrak account.

Sign Up for a FasTrak Account

Recent Violations

Scroll through the below list to view other outstanding violations associated with the same license plate. Click on the violation number to view more details. To add another violation to the total amount to be paid, select the box and click update total.

Violation#	Status	Total Due
[redacted]	CLOSED	$0.00
[redacted]	CLOSED	$0.00

Update Total

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Home / PAY AN INVOICE OR VIOLATION

Violation Details

Violation Detail

Back to Violation List

Vehicle Owner Information

The following vehicle owner information was returned by the Department of Motor Vehicles:

[redacted]

WHISMAN SCHL DIST WHISMAN SCHL DIST
750A SAN PIERRE WAY MOUNTAIN VIEW CA 94043

NSF Fee: $0.00

Total Due: $0.00

To view a photo of the license plate, click on the violation number from the link below.

Violation Information #[redacted]

Date & Time	Plaza	Lane	Status	Toll	Penalty	Delinquent Penalty	DMV Fee	Amount Due
04/04/2025 11:06:14	SBN	02	PAIDFULL	$0.00	$0.00	$0.00	$0.00	$0.00

Share your feedback: **Take a Quick Survey**

Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org>

95

Fwd: Toll Violation Payment Confirmation

messages

Melanie Agront <magront@mvwsd.org> Fri, Jun 13, 2025 at 1:22 PM
To: Kevin Quaresma <kquaresma@mvwsd.org>

---------- Forwarded message ---------
From: **Bay Area FasTrak Customer Service** <no_reply@bayareafastrak.org>
Date: Fri, Jun 13, 2025 at 1:21 PM
Subject: Toll Violation Payment Confirmation
To: <magront@mvwsd.org>

Dear Bay Area Motorist:

Your Toll violation payment in the amount of $31.90 was processed and your violation is now paid in full.

You have paid the following Violations:

[redacted]

Sincerely,

Bay Area FasTrak Customer Service Center Team

Please do not reply to this message. This is an automatically generated notification.

--
Thank you,

Melanie Agront
Department Secretary
Maintenance, Operations, and Transportation
Mountain View Whisman School District
Direct: (650)526-3587
Transportation: (650)903-6955
www.mvwsd.org

Melanie Agront <magront@mvwsd.org> Fri, Jun 13, 2025 at 1:24 PM
To: Kevin Quaresma <kquaresma@mvwsd.org>

[Quoted text hidden]

FasTrak® - Receipt.pdf
147K

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Revised 3-28-25S

MVWSD Credit Card Purchase

Name (person who is taking the card)	Veronica Del Rio
Title	Department Secretary - Technology
School Site or Department	Technology
Date	6/16/2025
Event Date (if applicable)	July 13 - 17, 2025

[For Office Use Only]
Credit Card Check Out:
Date 6/18/25
Time 2:10pm

Credit Card Returned*:
Date 6/18/25
Time 3:40pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): PSUG Conference July 13 - 17, 2025

reason for using credit card for this purchase need to purchase air flights and book hotel stays, PO is not accepted.

010-9590-0-5200-00-0000-7700-000000-009-0570 = Technology

SACS Code: 010-0000-0-5200-00-0000-7400-000000-009-0400 = Student Services/Admin Services

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
Air Flights- booking most cost effective flights for all 5 staff members attending PSUG conference	$200.00(roundtrip estimated) per person Total = $1,000
booking hotel stay for all 5 staff members attending PSUG	$300(total stay estimated) per person Total = $1,500.00

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$2,500.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$2,467.10

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Veronica Del Rio Date: June 16, 2025

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: June 17, 2025

Supervisor Print Name & Title: TARA VIKJORD, CHIEF HR OFFICER

[For Business Office Use Only]

Processed by Name & Title: Kevin Quaresma Account Tech III Signature 6/18/25

PSUG 2025 Attendees

- Information Services Team
  (010-9590-0-5200-00-0000-7700-000000-009-0570)
  - Alejandra Garcia
  - Thiranjani Fernando
  - Joanne Doria
- Student Services Team
  (010-0000-0-5200-00-0000-7400-000000-009-0400)
  - Nubia Avina
  - Evelyn Lopez

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: National Power School University Group Conference

Estimated Time:

Person Responsible:
Tara Vikjord, Chief Human Relations Officer
Jon Aker, Director of Technology

Background:
2025 National Power School University Group: Learning new systems and techniques with the PowerSchool system to make effective systems for enrollment, attendance accounting, incident, and more. Incidents, with and more. Staff will present new information to the team and implement new practices.
Strategic Plan Goal 4b: Adopt an approach to differentiated professional development aligned with student success for all employees

Strategic Plan Goal 4c: Build Leadership skills to support future district needs.
Attendees: Alejandra Garcia, Thiranjani Fernando, Joanne Doria, Nubia Avina, Evelyn Lopez
Date(s): July 13-17, 2025
Location: Las Vegas, Nevada

Fiscal Implication:
Estimated Expense: $1,489 each

Recommended Action:
It is recommended that the Board of Trustees approve staff attendance at the 2025 National Power School University Group conference, as presented

ATTACHMENTS:

Description	Type	Upload Date
Course Offerings	Backup Material	6/6/2025
Out of Town Conference Forms	Backup Material	6/9/2025

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Alejandra Garcia	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200-00-0000-7700-000000-009-0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*=_____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Alejandra Garcia Title: Information Services Supervisor

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 MAY 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Joanne Doria	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200-00-0000-7700-000000-009-0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025

Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices.

Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.

Strategic Plan Goal 4c: Build leadership skills to support future district needs.

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; # miles x $_____/mile*=_____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Joanne Doria Title: Information Services Technician

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Alter Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 May 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Thiranjani Fernando	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200 - 00 - 0000 - 7700 - 000000 - 009 - 0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*=_____ *(*mileage rate changes yearly based on Federal law)*		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation *(Please find per diem rates at Per Diem Rates for California on the GSA website)*	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Thiranjani Fernando Title: Information Services Technician

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 MAY 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

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8. Direct any questions to the Business office as needed.

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Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Evelyn Lopez	Department/Site: Student Services / Administrative Services
SACS Code: 010-0000-0-5200-00-0000-7400-000010-0019-0400	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025

Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices.

Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.

Strategic Plan Goal 4c: Build leadership skills to support future district needs.

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*= _____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport:_____	Flight to airport:_____		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: Evelyn Lopez Date: 5/20/25

Print Name: Evelyn Lopez Title: Student Services Coordinator

Supervisor Signature: [signature] Date: 5/20/25

Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: 17 JUN 25

Print Name: JEFFREY BANZE Title: _____

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
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8. Direct any questions to the Business office as needed.

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Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Nubia Avina	Department/Site: Student Services / Administrative Services
SACS Code: 010-0000-0-5200-00-0900-7400-000000-009-0400	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses • PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*=_____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport:_____	Flight to airport:_____		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: Nubia Avina Date: 5/20/25

Print Name: Nubia Avina Title: Student Services Manager

Supervisor Signature: [signature] Date: 5/20/25

Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: 17 JUN 25

Print Name: JEFFREY BOYEL Title: SUPT

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

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Courses Offered

Course	Description
4 Ways to Export Data from PowerSchool	Learn how to export data from PowerSchool using Quick Export, List Students, DDE, and DEM.
AngularJS - Beginner	Learn the basics of AngularJS Attendees will learn how the AngularJS JavaScript framework can be integrated into web pages to simplify the process of displaying information in a page based on the results of values stored in the PowerSchool database. The following concepts will be covered: - Integrating AngularJS code into PS pages - Basic AngularJS terminology - Data-Binding: tying JS values to information displayed in HTML
AngularJS - Intermediate	Take the next step in understanding and utilizing AngularJS in PowerSchool custom pages. Attendees will learn to utilize the AngularJS JavaScript framework to make the most of their custom pages in PowerSchool. Topics covered include: - AJAX with AngularJS - Custom directives - Built-in and custom filters - Built-in and custom services
Attendance Setup for Success-Double Session	In this double session for PowerSchool system administrators on Attendance Setup, we will look in depth at the many parts of attendance configuration - from codes and conversions through decisions about recording attendance - and discuss how to align it with your school schedules, student enrollment patterns, and State and District requirements. You'll learn exactly how the system calculates the students' "Daily Attendance Value" that is central to ADA/ADM and State compliance reports so you can fine-tune your PowerSchool system for maximum attendance accuracy.

Course	Description
Building a Plug-in: Start to Finish	*By now we've all used plugins to add functionality to PowerSchool but have you ever wondered how that plugin is made? In this class we will go over how to create a plugin including what each piece of a plugin means. We'll delve into the plugin.xml file to see what it can tell us beyond the plugin name and publisher. We'll quickly go over how custom pages are added which is what most of us think of when we think of plugins. But we won't stop there. We'll look at adding database extensions, PowerQueries, links into the Enhanced UI and more. By the end you will be able to take all your project pieces and put them together to make your own plugin and you'll be able to unzip a plugin and understand what all the pieces are doing.
Customization - Advanced	In this session we will use the skills learned in the beginning and advanced customization classes as well as the jQuery class to develop a custom PowerSchool report. The project will emphasize the use of tlist sql, PowerSchool tags, and jQuery to develop a practical PowerSchool customization.
Customization - Beginning	This session will mostly benefit users that have access to their PowerSchool server's file system or the Custom Page Management tool. Users will be learn how to begin customizing PowerSchool web pages. We will be covering some of the special tags that can be used in PowerSchool pages.
Customization - Intermediate	This session will cover many special tags that can be used in custom html pages in PowerSchool. Complex PowerSchool tags, SQL, and javascript techniques will be covered.
Customization Bootcamp (2 days)	Learn: HTML CSS Custom Page Management PowerSchool HTML (PSHTML) Page Fragments Building a plugin
Customizing PowerTeacher Pro - Advanced	
Customizing PowerTeacher Pro - Beginner	*PowerTeacher Pro is the first customizable gradebook we've had. In this first course we will look at the different parts to a PowerTeacher Pro custom page and copying a working page from PowerTeacher into PowerTeacher Pro
Customizing PowerTeacher Pro - Intermediate	*The immediate follow up to the Beginner session we will look at doing more than copying an existing page and pasting it into PTP. In this session we'll go over making pages where teachers can edit information, pages where some users can see them and others can't based on a security setting you control, and some of the differences to be aware of between a regular PowerSchool page and how PTP may react differently. If time permits we will even create a new PTP page from your suggestions so come with ideas.
Customizing the Enhanced UI	Course showing how you can Customize the new Enhanced UI

Course	Description
Customizing with AI - Roundtable	* Roundtable discussion of how AI tools have helped with PS customization development.
Data Access Tags & Codes - Common and Not So Common	Ever wanted to know some of those undocumented PowerSchool data access tags and codes or where you can use codes you may already know? Join us for this session to dive into PS DATs and codes and learn how you can extract and format data in a way you might not have even know possible.
Data Day - 1 Day Workshop	Data Day is a scenario based class that explores various aspects of data in PowerSchool including table structure and relationships, using DDE/DDA, importing and exporting data using Quick Import/Export and Data Import/Export Manager. We also spend time manipulating and analyzing data in Excel. If you are interested in getting data into and out of your PowerSchool database and want to learn what you can do with it in Excel, then this class is for you.
Data Export Manager: When a Simple Search is not Enough	Export Manager is a great tool to use for: Exporting core table, table extensions, editing database extension records, and scheduling an export template to run automatically. This is a session for users with excel experience. User can be a beginner.
DDE - Making your Data Work for You -	In this session we'll cover the basics of exporting data from PowerSchool for use in other applications. We will approach PowerSchool from the inside out learning about the relational database and how to export information from multiple tables at the same time (without having to have an ODBC connection set up to pull the data.) We will walk through several "real life" scenarios to gain understanding of the relationships between the most commonly used tables. NOTE: If you are taking the Data Day workshop this course would be a stripped down version of that course. You DO NOT need to take both.
Enterprise Reporting - Built in Reports - Beginning	*Learn how to use and manipulate the Built in Reports in Enterprise Reporting. Session will review how to setup user accounts, work with built in reports using the Actions menu, save/publish reports and export/download returned data. *Please verify that you have access to Enterprise Reports before attending this session.
Excel - Beginning	*In this session you will learn the basics of using Excel including: What is a spreadsheet; Basics of a spreadsheet; columns, rows, cells, page set up and views, workbooks and worksheets. A look at the types of Data; text, numbers, labels, constants, variables. Using Formulas; basics, cell referenced, absolute referencing. Filtering and sorting data; Find and Replace; Formatting text, numbers and cells; inserting an image, inserting columns and rows; inserting charts and graphs; Opening PS exports and saving in a variety of different file formats.

Course	Description
Excel - Charts & Graphs	*In this session, we will discuss different types of graphs and charts. We will describe various parts of graphs and how to decide what options to deploy. We will look at various types of data from PowerSchool and how to accurately portray it in Excel.
Excel - Cool Tips & Tricks	*Are you ready for some fast-paced Excel training? We will cover a number of tips and tricks in this session. Nearly all are related to PowerSchool. We will cover absolute addressing, copy formats, format painter, special formats, text wrapping, custom lists & more. Handouts will be provided.
Excel - Functions & Formulas	*In this session you will learn about Excel Formulas and Functions including: IF, COUNTIF, AND, VLOOKUP, LEFT, RIGHT, UPPER, RANDOM. Copying formulas and functions using fill down, fill right, auto fill and absolute positioning.
Excel - Pivot Tables	In this session you will learn how to take data pulled from your own server and create meaningful pivot tables and charts. To be successful in this course, you must have an understanding of DDE/DDA, exporting data from PowerSchool and basic Excel. The focus will be on using Excel and NOT exporting data.
Exporting Data	*This session will cover the basics of exporting information from PowerSchool--where to find this process, how to do a successful export and other useful tips . You will learn to export using a Quick Export, setup and use export templates and see how to export from the DDE. Requirements: Must have access to DDE and Quick Export
FERPA - What it means for you	FERPA affect you -- your smartphone, your computer, your computer files, your grading, your gradebook, your conversations with your colleagues, and maybe even your reputation! FERPA protects our students' educational records. We will talk about what is protected and how to protect yourself. (Not a lawyer - just a security freak.)
Finding and Using Popular Customizations/Plugins	One of the best things about PowerSchool SIS is that it can be enhanced with customization, and lucky for all of us, generous and talented members of the community have created dozens of free add-ons that are available to all. Come to this session to learn about the gold mine of incredibly useful plugins, custom pages, and reports that can be installed on your system with just a few clicks. NOTE: This course cover similiar content to the Here's the Plugin, Where's the Outlet course. To install these you must have access to District> System> Plugin management.
Functions - What do they do?	In this session we will review in detail the various items in the Functions Menu. We will discuss Absentee Report, Daily Bulletin, Enrollment Summary, etc. We will also review the Special Functions menu including Group Functions such as Exporting; Mass Enroll; Re-Enroll in School; Searching by GPA, Grades and Attendance; Student Field Value, etc.
General Session	

Course	Description
Graduation Planner - Lab	This session provides you with time to work through your graduation plan setup with the assistance of our presenters.
Help Desk	Help Desk - Open time to answer attendees general PowerSchool Questions
How to Change Pages without Using Customization	A look at some built-in features that will help you "customize" parts of PS, such as how to add messages and images to login pages, how to disable access for parents and students, how to change text on pages, and how to use data validation on pages.
HTML/CSS 1	*PowerSchool is a website, and websites are laid out using HyperText Markup Language (HTML) and styled with Cascading Style Sheets (CSS). This session will teach you the basic of both, including the usual HTML tags, their default display behavior, and how to alter their appearance with CSS. We will also cover CSS selectors, IDs, and classes, as well as HTML forms. This is the first course to start learning about PowerSchool customization.
HTML/CSS 2	*This course will discuss more advanced features of HTML and CSS, including pseudo-classes, complex element selectors, troubleshooting design issues, and making customizations fit within the overall PowerSchool design structure.
I'm a Counselor - Where's my training?	*This session will provide training on screens that counselors use on a daily or occasional basis. Included will be searches on various fields in PowerSchool, exports of data (rank, GPA, cumulative credits), stored searches, walk-in scheduling, transcript entry, PDF creation of transcripts, class counts, and more.
Importing Data	*Tips for getting data in safely and painlessly. PowerSchool's import function can be a powerful way to load data from other systems and even to clean the data you already have. But along with that power comes some potential "gotchas" and the ability to do some damage. This session will share tips on how to import data while avoiding pain, disaster, and unnecessary work.
It's All New - 1 Day Workshop	Brand new to PowerSchool? Just hired now what? Training was: "Here is your desk-Go"? This is the day for you! We will start off with the smallest basics- what is PowerSchool- where do I log in- where do I go for ...well everything? Throughout the day we will build on your knowledge base. This class will over, PS 101, Searches, Functions, and resources... may overlap a few other classes just so you are aware. Having a computer- your Powerschool url and a username and password is VERY beneficial for this class.

Course	Description
JavaScript - Beginning	This course explores introductory concepts of the JavaScript language and how it can be used to make webpages interactive. Attendees will learn about : - integrating JavaScript into web pages - commenting code - creating and assigning values to variables - basic data types - displaying information on a web page with JavaScript - conditional logic
JavaScript - Intermediate	For users familiar with the basics of JavaScript, we will take the next steps into understanding the following topics: - functions - variable scope - complex data types - looping - event-listeners (responding to user interaction)
jQuery - Beginning	Ever wonder how you can make a page respond to your user's actions? jQuery is a version of javascript that we can utilize in PowerSchool to do this. In this class we will go over the basics of jQuery for those who haven't used it before. It will help if you know CSS or have taken the beginning CSS class, but is not required
jQuery - Intermediate	Do you have a basic understanding of jQuery but would like to be able to do more with it? Would you like to understand how some PowerSchool pages interact with the user? In this class we will go through some more advanced jQuery operations and learn how pages you may already be using work. A basic understanding of jQuery or the beginning jQuery class is highly recommended.
jQuery Lab	Drop in and get help with jQuery.
Must Have Customizations	A look popular customizations and where to find them. All the customizations shown are free. Requirement: To install plug-ins you must have access to System>System Settings>Plugin Management Configuration
Object Reports - Advanced Tips and Tricks	*Learn how to open and edit reports in a text editor and how to use advanced codes with your Object Reports. We will build and work on a report together and, if time allows, you can work on a report that you want to create.
Object Reports - Drop in Lab	*Open lab section where you can work on your own object reports with the assistance of an object reports expert

Course	Description
Object Reports - Intro - Part 1	In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use.
Object Reports - Intro - Part 2	In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use.
Page Fragments - What's holding you back?	Page fragments have been around for a while now - but for some - they can still be intimidating. This course provides a simplified perspective to navigate jQuery - without necessarily needing to learn jQuery - in order to take advantage of Page Fragments and Insertion Points.
Page Fragments and Insertion Points	*Customizations can be great but customizing a PowerSchool page has some serious downsides including not receiving updates when PowerSchool makes changes. That's where page fragments come in. In this class we'll learn how to make the same changes to existing PowerSchool pages but using page fragments to ensure you keep getting updates instead of getting locked in time.
PowerQueries and Data Export Manager	*This session shows the usefulness of creating PowerQueries. PowerQueries are great for accessing your data from external applications, in the Data Export Manager, and in your own custom pages. Starting with "What is a PowerQuery?" we will learn how to create PowerQueries.
PowerScheduler - Build & Load Workshop - (6 Sessions)	*Please note - this is a limited space offering that takes up 1 1/2 days or 6 sessions, selecting this session doesn't allow participants to take any other offerings during these 6 sessions. Learn PowerScheduler®, we will walk through the steps from Course Setup to Commit. Explore the differences in 'Build and Load' and 'Load only' to find what works best for your situation. Walk through Constraints, Relationships and Teams, as well as Section Links and Automated Study Hall. The course is designed to walk you through the steps and get an understanding of how it all works. You can work on your schedule during this workshop but it is designed as an instructional 1.5 day session.
PowerScheduler - Load ONLY Workshop (4 Sessions)	*Please note - this is a limited space offering that takes up a full day or 4 sessions, selecting this session doesn't allow participants to take any other offerings during these 4 sessions. We will explore the PowerScheduler® Load process. The Load is a function that puts students into the appropriate classes. This process is done AFTER you have a completed 'Master Schedule'. Common in Elementary and Middle Schools where you might reuse your 'Master Schedule' (when your classes meet). We will cover Student Requests, Load Constraints and teams, as well using the Scheduling Engine to perform the Load. You can work on your schedule during this workshop but it is designed as a full instructional day session.

Course	Description
PowerSchool 101	*This session is designed for those who are recently new to PowerSchool. Users are strongly encouraged to bring a laptop if they want some hands on experience and to follow along. This will cover the overall structure of PowerSchool, using the interface, understanding how powerful the searches are and beginning to look at student information.
PowerSchool Resources	*In this session you will be introduced to existing PowerSchool resources and help sites. You will learn how to setup accounts, post questions and search for helpful information to assist in supporting and using PowerSchool. The PowerSchool users community is a powerful resource and continually growing. This session will help you learn how to navigate through some of the most commonly used sites.
PS HTML Codes	*This session will go over the PowerSchool embedded HTML codes needed to create custom pages and to understand how some pages work. These are codes specific to PowerSchool only and can be beneficial to create custom pages. A basic understanding of HTML code is required.
Putting it all together - Customization Lab	*Throughout the conference you've had the opportunity to learn many different skills needed to customize PowerSchool and make it exactly what you want. In this class, we will be putting all of those pieces together to build new customizations and install them to a server. You've learned all of the skills; now put them to work and develop novel projects that will make your teachers, parents, and admins happy. We will leverage HTML, CSS, jQuery, SQL, PowerSchool tags, and possibly DB Extensions to build a new customization. Come with ideas of what to create!
Reports - Student Reports & Built In	*This session will focus on the Built-in PowerSchool Reports. We will cover Attendance, Discipline, Grades, Membership, and Student Listing reports. We will discuss the information provided on the report and how to run it.
ReportWorks - Basics	*Come and join the fun of learning how to use PowerSchool's reporting tool that provides users with a drag and drop interface for creating custom reports. During this session we will work on mailing labels and time permitting, work on creating form letters, cross tab reports and other custom reports that users in your district will appreciate the crisp new looks of these great reports. *Please verify that you have access to ReportWorks before attending this session.
Role Based Security	*For years we've used group security to lock down pages and make our data secure. Now we can enhance that security using roles. In this class we'll go over Co-Teacher roles and admin roles and how they can be used to give your users exactly what they need. Ever have a staff member who needs more access in one building than in another? We'll go over how to make that happen as well as how to help teachers with gradebook questions without ever needing to log in as them and how to give a member of a security group more access without duplicating a group just for them. Groups treats everyone the same, with Roles you can make people individuals.

Course	Description
Scheduling Lab	*Whether you attended one of the workshops or not, you are welcome into the Lab. There is no instruction planned in the Lab. It is a time and place for you to get your scheduling questions answered or take some time to work on your schedule, with support.
School Administrator Toolbox	*Designed for school administrators, this session will provide information on best practices for managing your schools' operations using PowerSchool. You'll learn how to: communicate effective, solve issues that happen in all districts, find parent records based on name or phone number, prepare class rosters for yourself, watch over teachers' grade setup, teachers use of PowerTeacher Gradebook, and many more tips for managing your building. These tools can also be valuable for teacher evaluations.
Security Roles / Database Extension Lab	
Self-Hosted Server System Admin – Server and System Management	*This Session covers specifically the setup of the database server, app servers, and load balancing the app servers. IT will cover things that you need to know to administer these servers locally and what the best practices are for security, disaster recovery, updates and much more.
Setting Up a Test Server (from start to finish)	This session is for anyone wanting a PowerSchool test server environment. You do not have to have experience, only a willingness to learn and some patience. Beginning with the minimum system requirements, we will progress to bare-metal versus virtual machine, installing MS2012 trial version, installing the PowerSchool application, importing the AppleGrove data, importing your own data, and finally ending with tips and tricks for getting the most our of your test server.
SQL & sqlReports - Lab	Drop in and get help with SQL and sqlReports reports.
SQL - Advanced	*This session will cover more advanced SQL functions including aggregate functions: avg, count, min, max, and sum. Conditional logic (case statements), subqueries, the WITH clause, and pivots will also be discussed.
SQL - Beginning	*Learn the basics of Structured Query Language (SQL). This session will cover the process of selecting, filtering, and sorting data from the PowerSchool database. Additional topics will include relational database architecture, and Oracle datatypes.
SQL - Intermediate	*This session will start with a brief review of the material covered in the Beginning SQL session. Additional topics will include selection of distinct results, result concatenation, and aliasing. The primary focus will be querying related tables using SQL joins.

Course	Description
sqlReports - Creating Reports	This session is for those who have installed sqlReports and want to learn more about creating a report from scratch. The different tabs on the edit page will be covered in depth.
sqlReports - Intro	*sqlReports is a free customization that allows you to create sql-based reports and/or charts in the admin portal. As a reporting tool you can create reports that do not exist in PS and make them interactive by asking admins for input. As an export tool you can build simple or complex reports and users can save the information in comma or tab format. No need to use DDE, quick export, or report templates - admins can run reports you create and export the results on the screen or filter the results before exporting. You can also build student based reports that have a 'Make Current Selection' button to easily use the results of the report as the current selection. How to install it and how to use it will be covered in this session.
State Roundtable - MT	Roundtable discussion of state issues
State Roundtable - VA	Roundtable discussion of state issues
Tables - Where's the data?	In this session we discuss screens that hold data and the tables the information can be found in. We also review the information in the data dictionary and discuss searching/exporting/importing tips. This is not a hands on class like DDE and Data Day classes but is a compliment to them.

(96)

Conference

2025 National PSUG Event

PSUG WEST

Already Ordered?

- Event Home
- Contact
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- FAQ's
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- Hotel Info
- PLAZA DINING

2025 National PSUG Event-WEST

July 13-17, 2025

Las Vegas, NV

HOTEL RESERVATION LINK IS NOW ON THE HOTEL INFO PAGE!

We are excited to bring you the 13th Annual National PSUG Event this summer. One of two National PSUG Events this year.

OVER 150 TRAINING SESSIONS TO CHOOSE FROM!!

Many NEW & Advanced sessions in 2025!!

A PowerSchool User Conference put on BY PowerSchool users from districts all over the United States is what you will be a part of when you attend the 2025 National PSUG Event & Vendor Expo. Attend sessions put on by fellow PowerSchool users that will give you a real world view of how others are using PowerSchool in their districts. Please note: While PowerSchool Group, LLC supports our events and will be in attendance at our conference, this is NOT one of their events. These conferences are put on "BY" PowerSchool users "FOR" PowerSchool users.

Registration info:

PLEASE MAKE PAYMENT AT THE TIME OF REGISTRATION!

NO REFUNDS ALLOWED FOR THIS EVENT! Substitutions are allowed at any time for a district event only. If you cancel, we charge a $50 cancellation fee per registration.

Welcome to our **13th ANNUAL NATIONAL PSUG EVENT!** We will have about 150 unique PowerSchool training sessions at this event plus dozens of sessions put on by vendors that have products or services that work with PowerSchool.

Registration includes: ($295 Regular Reg Fee!)

- 4 days of great PSUG network/ sessions
- Breakfast & lunch each day (no lunch on Thursday)
- Admission to the Vendor Expo (Dozens of PowerSchool related vendor exhibitors)
- Admission to the Welcome Reception for you & your adult guest
- Admission to the Vendor Reception for you & your adult guest
- Abundant networking opportunities with PS users from all over the world
- This registration fee does NOT cover your hotel room

96
Quote

← Go gle

Skip to main content Accessibility feedback

Share

San Jose ⇄ Las Vegas

$137

Round trip · Economy · 1 passenger

Lowest total price

Selected flights

Departing flight · Sun, Jul 13

8:00 AM ⟶ 9:30 AM
SJC LAS

Nonstop · 1 hr 30 min · Southwest

92 kg CO2e
Avg emissions

Returning flight · Thu, Jul 17

7:25 PM ⟶ 8:55 PM
LAS SJC

Nonstop · 1 hr 30 min · Southwest

104 kg CO2e
+22% emissions

1 free carry-on 2 free checked bags

Baggage conditions apply to your entire trip. Southwest bag policy For non-refundable fare options, taxes may be refundable.

Booking options

Book with Southwest	Airline	$137	Continue

Prices include required taxes + fees for 1 adult. Optional charges and bag fees may apply.

$137 is low for Economy — $123 cheaper than usual

The least expensive flights for similar trips to Las Vegas usually cost between $230–405.

$137 is low

$230 $405

96
Quote

Plaza

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Extend your stay

Use calendar to manage your stay dates

Show nightly rate with taxes and fees included

Taxes and fees

Thu Jul 10	Fri Jul 11	Sat Jul 12	Sun Jul 13	Mon Jul 14	Tue Jul 15	Wed Jul 16
-	USD 138.00	USD 143.00	USD 58.00	USD 48.00	USD 48.00	USD 48.00

Thu Jul 17	Fri Jul 18	Sat Jul 19	Sun Jul 20	Mon Jul 21	Tue Jul 22	Wed Jul 23
USD 58.00	USD 120.00	USD 120.00	-	-	-	-

Available | Selected | Event | Unavailable | Waitlist

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
Rooms	1
Guests per room	1
PLAZA HOTEL & CASINO	
ROH 1 adult, 4 nights Change rooms	USD 202.00
Subtotal	**USD 202.00**
TAXES & FEES	
Clark County Hotel Room Tax 13.0% per night	USD 26.26
Resort Fee with 13% tax USD 11.50 per night	USD 45.20
Grand Total	**USD 273.46**

Edit reservation | Next

Thanks for flying with us!

Trip summary

Flight

CONFIRMATION #
B9I9UV

JUL 13 - 17
SJC → LAS

FLIGHT TOTAL
$1,099.80

7/13 - Las Vegas

JUL 13 - 17
San Jose, CA *to* Las Vegas, NV

Confirmation # B9I9UV

PASSENGERS	EST. POINTS	FLIGHT	EXTRAS	FARE
Nubia Edith Avina	+353 PTS	SJC → LAS	—	Basic
		LAS → SJC	—	Basic
Joanne Guadalupe Doria	+353 PTS	SJC → LAS	—	Basic
		LAS → SJC	—	Basic
Thiranjani Fernando	+353 PTS	SJC → LAS	—	Basic
		LAS → SJC	—	Basic

Alejandra Garcia	+353 PTS	SJC ✈ LAS	—	Basic
		LAS ✈ SJC	—	Basic
Evelyn Lopez	+353 PTS	SJC ✈ LAS	—	Basic
		LAS ✈ SJC	—	Basic

Departing 7/13/25 Sunday

Basic (Passenger x5) **$526.40**

DEPARTS **1:30 PM** — **SJC** San Jose, CA - SJC

FLIGHT **1006**

SCHEDULED AIRCRAFT Boeing 737-700 *Subject to change*

Nonstop

ARRIVES **3:00 PM** — **LAS** Las Vegas, NV - LAS

TRAVEL TIME **1hr 30min**

SUBTOTAL **$526.40**

Returning 7/17/25 Thursday

Basic (Passenger x5) **$354.35**

DEPARTS **3:40 PM** — **LAS** Las Vegas, NV - LAS

FLIGHT **3895**

SCHEDULED AIRCRAFT Boeing 737 MAX8 *Subject to change*

Nonstop

ARRIVES **5:15 PM** — **SJC** San Jose, CA - SJC

TRAVEL TIME **1hr 35min**

SUBTOTAL **$354.35**

Taxes & fees **$219.05**

Flight total **$1,099.80**

Icon legend

WiFi available | Live TV available

Helpful Information:

- **No-show policy:** If you do not plan to travel on your flight, you must cancel your reservation at least 10 minutes prior to the flight's original scheduled departure time. If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, your reservation will be canceled, and your funds and points may be forfeited. Learn more.
- Please read the fare rules associated with this purchase.
- When booking with Rapid Rewards points, your points balance may not immediately update in your account.
- For more information regarding Cash + Points, visit Southwest.com/rrterms
- **REAL ID Requirement:** Do you have a **REAL ID**? Beginning May 7, 2025, you will need a state-issued **REAL ID** compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit www.tsa.gov for a list of acceptable forms of ID and additional information regarding **REAL ID** requirement.

Bag fee summary*

FARE/TIER STATUS	CARRYON	1ST CHECKED BAG	2ND CHECKED BAG
Basic, Wanna Get Away Plus®, Anytime	Free	$35	$45
Business Select®	Free	Free	Free
A-List	Free	Free	$35
Rapid Rewards® Credit Cardmembers	Free	Free	$45
A-List Preferred	Free	Free	Free

*Weight and size limits apply. Southwest allows all ticketed Passengers to bring one standard/carryon and one personal item at no cost. Additional allowances, benefits, and/or exceptions may apply. Learn more.

Payment summary

PAYMENT INFORMATION			AMOUNT PAID
VISA **Visa 9488** XXXXXXXXXXXX9488 Expiration: 11/28	CARD HOLDER **Mountain View Whisman SD**	BILLING ADDRESS **1400 Montecito Avenue** **Mountain View, CA US 94043**	**$1,099.80**

Total charged

SUBTOTAL	$880.75
TAXES & FEES	$219.05
TOTAL DOLLARS	$1,099.80

Show price breakdown

Payment Information

Price — Passengers — Payment

Flight details Modify

Sun 7/13	# 1006 SJC 1:30 PM	→	LAS 3:00 PM	1 hr 30 min	Nonstop	Basic
Thu 7/17	# 3895 LAS 3:40 PM	→	SJC 5:15 PM	1 hr 35 min	Nonstop	Basic

Base fare
5 Passenger(s)

Taxes and fees

Flight total $1

Who's flying?

Please make sure names match government-issued IDs.

PASSENGER	DATE OF BIRTH	GENDER	REDRESS #	KNOWN TRAVELER
Alejandra Garcia Rapid Rewards® Acct # N/A	Apr 24, 1977	Female	N/A	N/A
Nubia Edith Avina Rapid Rewards® Acct # N/A	Nov 30, 1980	Female	N/A	N/A
Evelyn Lopez Rapid Rewards® Acct # N/A	Sep 9, 1983	Female	N/A	N/A
Joanne Guadalupe Doria Rapid Rewards® Acct # N/A	Jul 12, 2002	Female	N/A	N/A
Thiranjani Fernando Rapid Rewards® Acct # N/A	Nov 6, 1971	Female	N/A	N/A

Edit

Add EarlyBird Check-In®

- ✓ Automatic check-in
- ✓ Earlier boarding position
- ✓ Earlier access to seats
- ✓ Earlier access to overhead bin space

$22.00

Per Passenger. Per one-way.

○ Add EarlyBird Check-In

Payment method

Up to three forms of payment may be applied.

Redeem

Apply funds one at a time. Starting 4/22/2024, if you use Cash + Points as a form of payment, your points will be applied first. Flight credits are applied after Cash + Points and ahead of Southwest LUV Vouchers®. Southwest® gift cards, Southwest LUV Vouchers®, and Southwest® flight credits can only be used on the flight portion of your trip. Learn more.

- ☐ Apply Cash + Points must be logged in
- ☐ Apply Flight Credits
- ☐ Apply Gift Cards
- ☐ Apply LUV Vouchers

Pay

- ○ Pay Monthly from $116.22 flexpay
- ○ PayPal PayPal
- ◉ Credit/Debit

* Required

CARD TYPE *

Select

CREDIT/DEBIT CARD # *

EXPIRATION DATE *

MM/YY

CVV *

FIRST NAME ON CARD *

LAST NAME ON CARD *

Southwest uses a TLS connection to transmit sensitive and personal data.

Billing information

COUNTRY *

United States of America

STREET ADDRESS *

STREET ADDRESS 2

CITY/TOWN *

STATE *

Select

ZIP CODE *

COUNTRY CODE *

+1

PHONE NUMBER * Use numbers only

Send your receipt

Let us know where to send your confirmation receipt.

EMAIL ADDRESS *

CONFIRM EMAIL ADDRESS *

Note: Receipts contain confidential billing information.

☐ Keep me up to date using this email address with the latest news, fares, travel deals and new route openings. I understand I can unsubscribe at anytime.

Purpose of travel

○ Personal ○ Business ○ Both ○ Prefer not to say

☐ First time flying Southwest Airlines®

Share your plans

We'll email your travel details to the addresses you enter below.

SUBTOTAL $88
TAXES & FEES $21
TRIP TOTAL $1,099

Show price b

Transportation of hazardous m

Federal law forbids the carriage of hazardous materials such as aerosols, lithium batteries, and flammable liquids aboard the aircraft in your checked or carryon E-cigarettes are not permitted in checked baggage and must be transported in carryon bag By clicking 'Purchase', you acknowledge that you understand the hazardous materials restrictions and View more on hazardous

All fares and fare ranges are subject to cha purchased and are per person for each way

By clicking 'Purchase', I agree to and acknowledge receipt of the Terms and Co Privacy Policy, Fare Rules, Contract of Carriage, and Notice of Incorporate

Purcha

Important fare and schedule information

- All non-refundable funds applied toward the purchase of a new reservation remain non-refundable.
- **Be there with time to spare.** Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your schedule departure time. Otherwise, you reserved space may be canceled.
- **No-show policy:** If you do not plan to travel on your flight, you must cancel your reservation at least 10 minutes prior to the flight's orig scheduled departure time. If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure tim reservation will be canceled, and your funds and points may be forfeited. Learn more.
- **Flight credits and Transferable Flight Credits™:** Business Select®, Anytime, and Wanna Get Away Plus® Transferable Flight Credit created from reservations booked and ticketed and/or changed on or after May 28, 2025 expire twelve months from the date the fare w booked and ticketed. Basic fare flight credits expire six months from the date the fare was booked and ticketed.
- **Prohibition of Multiple/Conflicting Reservations:** to promote seat availability for our Customers, Southwest® prohibits multiple reser for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlappi itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to th Passenger or purchaser, Southwest® may cancel such reservations, or any other reservations that it believes, in its sole discretion, we made without intent to travel. With the exception of Southwest® gift cards, funds from proactively canceled reservations by Southwest® returned to the original form of payment. Reservations paid for with a Southwest® gift card will have the amount applied from the gift ca as flight credit for use by the Customer on a future Southwest Airlines® flight.

Fare Benefits

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Attendee AG

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Review Your Reservation

Plaza Hotel & Casino
1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

ROH
1 adult, 4 nights

Change room
USD 202.00

CHECK-IN	CHECKOUT	
Sun, Jul 13, 2025	Thu, Jul 17, 2025	Edit stay dates

Personal Information

Edit guest information

REWARDS PROGRAM

None

GUEST 1

Alejandra Garcia
Information Services Supervisor
Mountain View Whisman SD
agarcia@mvwsd.org
6502797390
Jul 13, 2025 - Jul 17, 2025

PERSONAL ADDRESS

United States of America
1400 Montecito Avenue
Mountain View, CA, 94043

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
ROOM 1	
ROH 1 adult , 4 nights	USD 202.00
Taxes & Fees	USD 71.46
Subtotal	**USD 273.46**

☑ * I have read and accept the Reservation Policies

Confirm reservation

6/23 card change
$65.54

96

Attendee AG

Payment Information

Edit payment information

GUEST 1

PAYMENT INFORMATION

Credit Card : VISA
**********9488
** / **

BILLING ADDRESS

Mountain View Whisman SD
1400 Montecito Avenue
Mountain View , CA, 94043
United States of America
6502797390

Requests

Edit requests

Accessible room: No

Reservation Policies

ROOM POLICY

Tax is not included

TAX POLICY

Room rates shown do not include 13% Room Tax or Resort fee (subject to change).

CANCELLATION POLICY

A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.

CHILD POLICY

Children below the age of 17 can stay free

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Attendee AG

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Your reservation is complete!

Thank you for booking!

Plaza Hotel & Casino
1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

HOTEL REWARDS PROGRAM

PLAZA REWARDS Enjoy the many perks of being an insider by signing up for the Plaza Players Club.

ROH

Edit Cancel Add to calendar

Acknowledgment number: ZFX5LIXN

CHECK-IN	CHECKOUT
Sun, Jul 13, 2025	Thu, Jul 17, 2025

Guests

Alejandra Garcia

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Attendee TF

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Review Your Reservation

Plaza Hotel & Casino
1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

ROH
1 adult, 4 nights

Change room
USD 202.00

CHECK-IN	CHECKOUT	
Sun, Jul 13, 2025	Thu, Jul 17, 2025	Edit stay dates

Personal Information

Edit guest information

REWARDS PROGRAM

None

GUEST 1

Thiranjani Fernando
Information Services Technician
Mountain View Whisman SD
tfernando@mvwsd.org
6502797390
Jul 13, 2025 - Jul 17, 2025

PERSONAL ADDRESS

United States of America
1400 Montecito Avenue
Mountain View, CA, 94043

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
ROOM 1	
ROH 1 adult , 4 nights	USD 202.00
Taxes & Fees	USD 71.46
Subtotal	**USD 273.46**

☑ * I have read and accept the Reservation Policies

Confirm reservation

6/23 card charged $65.54

96

Attendee TF

Payment Information

Edit payment information

GUEST 1

PAYMENT INFORMATION

Credit Card : VISA
**********9488
** / **

BILLING ADDRESS

Thiranjani Fernando
1400 Montecito Avenue
Mountain View , CA, 94043
United States of America
6502797390

Requests

Edit requests

Accessible room: No

Reservation Policies

ROOM POLICY

Tax is not included

TAX POLICY

Room rates shown do not include 13% Room Tax or Resort fee (subject to change).

CANCELLATION POLICY

A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.

CHILD POLICY

Children below the age of 17 can stay free

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Attendee TF

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Your reservation is complete!

Thank you for booking!

Plaza Hotel & Casino
1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

HOTEL REWARDS PROGRAM

PLAZA REWARDS Enjoy the many perks of being an insider by signing up for the Plaza Players Club.

ROH

Edit Cancel Add to calendar

Acknowledgment number: 0W5U1S8L

CHECK-IN	CHECKOUT
Sun, Jul 13, 2025	Thu, Jul 17, 2025

Guests

Thiranjani Fernando

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(96)

Attendee JD

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Review Your Reservation

Plaza Hotel & Casino
1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

ROH
1 adult, 4 nights

Change room
USD 202.00

CHECK-IN	CHECKOUT	
Sun, Jul 13, 2025	Thu, Jul 17, 2025	Edit stay dates

Personal Information

Edit guest information

REWARDS PROGRAM

None

GUEST 1

Joanne Doria
Information Services Technician
Mountain View Whisman SD
jdoria@mvwsd.org
6502797390
Jul 13, 2025 - Jul 17, 2025

PERSONAL ADDRESS

United States of America
1400 Montecito Avenue
Mountain View, CA, 94043

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
ROOM 1	
ROH 1 adult , 4 nights	USD 202.00
Taxes & Fees	USD 71.46
Subtotal	**USD 273.46**

☐ * I have read and accept the Reservation Policies

Confirm reservation

6/23 Card charged $65.54

(96)

Attendee JD

Payment Information

Edit payment information

GUEST 1

PAYMENT INFORMATION

Credit Card : VISA
**********9488
** / **

BILLING ADDRESS

Mountain View Whisman SD
1400 Montecito Avenue
Mountain View , CA, 94043
United States of America
6502797390

Requests

Edit requests

Accessible room: No

Reservation Policies

ROOM POLICY

Tax is not included

TAX POLICY

Room rates shown do not include 13% Room Tax or Resort fee (subject to change).

CANCELLATION POLICY

A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.

CHILD POLICY

Children below the age of 17 can stay free

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963

Attendee ID

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Your reservation is complete!

Thank you for booking!

Plaza Hotel & Casino

1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

HOTEL REWARDS PROGRAM

PLAZA REWARDS Enjoy the many perks of being an insider by signing up for the Plaza Players Club.

ROH

Edit Cancel Add to calendar

Acknowledgment number: 00ENJ02G

CHECK-IN	CHECKOUT
Sun, Jul 13, 2025	Thu, Jul 17, 2025

Guests

Joanne Doria

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Attendee NA

2025 PSUG CONFERENCE ☐
July 11, 2025 - July 17, 2025

Review Your Reservation

Plaza Hotel & Casino

1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

ROH

1 adult, 4 nights

Change room
☐ USD 202.00

CHECK-IN	CHECKOUT	
Sun, Jul 13, 2025	Thu, Jul 17, 2025	Edit stay dates

Personal Information

Edit guest information

REWARDS PROGRAM

None

GUEST 1

Nubia Avina
Student Services Manager
Mountain View Whisman SD
navina@mvwsd.org
7076553440
Jul 13, 2025 - Jul 17, 2025

PERSONAL ADDRESS

United States of America
1400 Montecito Avenue
Mountain View, CA, 94043

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
ROOM 1	
ROH 1 adult , 4 nights	USD 202.00
Taxes & Fees	USD 71.46
Subtotal	USD 273.46

☐ * I have read and accept the Reservation Policies

Confirm reservation

6/23 Card charged
$65.54

96

Attendee NA

Payment Information

Edit payment information

GUEST 1

PAYMENT INFORMATION

Credit Card : VISA
••••••••••9488
•• / ••

BILLING ADDRESS

Mountain View Whisman SD
1400 Montecito Avenue
Mountain View , CA, 94043
United States of America
7076553440

Requests

Edit requests

Accessible room: No

Reservation Policies

ROOM POLICY

Tax is not included

TAX POLICY

Room rates shown do not include 13% Room Tax or Resort fee (subject to change).

CANCELLATION POLICY

A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.

CHILD POLICY

Children below the age of 17 can stay free

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(96)

Attendee NA

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Your reservation is complete!

Thank you for booking!

Plaza Hotel & Casino

1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

HOTEL REWARDS PROGRAM

PLAZA REWARDS Enjoy the many perks of being an insider by signing up for the Plaza Players Club.

ROH

Edit Cancel Add to calendar

Acknowledgment number: 0IS4I57V

CHECK-IN	CHECKOUT
Sun, Jul 13, 2025	Thu, Jul 17, 2025

Guests

Nubia Avina

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Supported Browsers
5.15.18 pr50 56-186.core

(96)

Attendee EL

2025 PSUG CONFERENCE ☐
July 11, 2025 - July 17, 2025

Review Your Reservation

Plaza Hotel & Casino

1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

ROH

1 adult, 4 nights

Change room
☐ USD 202.00

CHECK-IN	CHECKOUT	
Sun, Jul 13, 2025	Thu, Jul 17, 2025	Edit stay dates

Personal Information

Edit guest information

REWARDS PROGRAM

None

GUEST 1

Evelyn Lopez
Student Services Manager
Mountain View Whisman SD
evlopez@mvwsd.org
9169690453
Jul 13, 2025 - Jul 17, 2025

PERSONAL ADDRESS

United States of America
1400 Montecito Avenue
Mountain View, CA, 94043

Reservation Summary

Check-in	Sun, Jul 13, 2025
Checkout	Thu, Jul 17, 2025
ROOM 1	
ROH 1 adult , 4 nights	USD 202.00
Taxes & Fees	USD 71.46
Subtotal	USD 273.46

☐ * I have read and accept the Reservation Policies

Confirm reservation

6/23 card charged
$65.54

96

Attendee EL

Payment Information

Edit payment information

GUEST 1

PAYMENT INFORMATION

Credit Card : VISA
**********9488
** / **

BILLING ADDRESS

Evelyn Lopez
1400 Montecito Avenue
Mountain View , CA, 94043
United States of America
9169690453

Requests

Edit requests

Accessible room: No

Reservation Policies

ROOM POLICY

Tax is not included

TAX POLICY

Room rates shown do not include 13% Room Tax or Resort fee (subject to change).

CANCELLATION POLICY

A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.

CHILD POLICY

Children below the age of 17 can stay free

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Attendee EL

2025 PSUG CONFERENCE
July 11, 2025 - July 17, 2025

Your reservation is complete!

Thank you for booking!

Plaza Hotel & Casino

1 Main Street
Las Vegas , NV 89101 , United States of America
Plaza.Sales@plazahotelcasino.com

HOTEL REWARDS PROGRAM

PLAZA REWARDS Enjoy the many perks of being an insider by signing up for the Plaza Players Club.

ROH

Edit Cancel Add to calendar

Acknowledgment number: W2Y7IV5R

CHECK-IN	CHECKOUT
Sun, Jul 13, 2025	Thu, Jul 17, 2025

Guests

Evelyn Lopez

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(91)

MVWSD Credit Card Purchase

Card #2

Name (person who is taking the card)	AGNES KAISER
Title	Teacher
School Site or Department	GRAHAM MS
Date	6-4-25
Event Date (if applicable)	June 7-8, 2025

[For Office Use Only]
Credit Card Check Out:
Date 6/5/2025
Time 1:45pm

Credit Card Returned*:
Date 6/5/2025
Time 2:00pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): AI Summit Registration

reason for using credit card for this purchase Can not use PO for purchase

SACS Code: 010-9120-0-4310-00-1110-1000-000000-014-0120

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
(7) AI Summit Registration (Silicon Valley Young Scholars AI Summit	$840

-If needed, attach additional items on separate page

Tax	—
Shipping/Handling/Tip	—
ESTIMATED TOTAL - NOT TO EXCEED	$840.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$840 —

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Agnes Kaiser Date: 6-5-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 6/3/25

Supervisor Print Name & Title: SEBASTIAN BENAVIDEZ

[For Business Office Use Only]
Processed by Name & Title: Kevin Quaresma Accounting Tech. III Signature [signature]

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AI Workshops & Award Winning Hackathon for Young Scholars ×

June 7 · 10am - June 8 · 6pm PDT

Promo Code

Enter code Apply

Tickets

General Admission 7

$120.00

Sales end on Jun 7, 2025

Early Bird Admission Sales ended

$100.00

Sales end soon

$840.00

Check out

View full agenda

Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org>

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)rder Confirmation for AI Workshops & Award Winning Hackathon for Young Scholars

message

:ventbrite <noreply@order.eventbrite.com>
:eply-To: admin@svyoungscholars.org
o: kquaresma@mvwsd.org

Thu, Jun 5, 2025 at 1:48 PI

Eventbrite

Your Tickets for AI Workshops & Award Winning Hackathon for Young Scholars

eventbrite

Mountain View, you've got tickets!

Download on the App Store

GET IT ON Google play

View and save your tickets before the event

Go to My Tickets

Access your tickets in the Eventbrite app before your event, and add them to your phone's digital wallet for the fastest entry!

Or, to access via web, go to the **Tickets section** in your account on Eventbrite.com to view and download a Printable PDF of your tickets.

AI Workshops & Award Winning Hackathon for Young Scholars

7 x Tickets

Order total: 840.00 USD

Saturday, June 7, 2025 at 10:00 AM - Sunday, June 8, 2025 at 6:00 PM (PT)

Add to Google · Outlook · iCal · Yahoo

Cupertino Community Hall

10350 Torre Avenue
Cupertino, CA 95014

View on map

Questions about this event?

Contact the organizer
View event details

Order Summary

Order #12604537233 - June 5, 2025

$840.00 paid by Visa

Appears on your card statement as EB *AI Workshops Award

Whisman SD		
Mountain View Whisman SD	1 x **General Admission**	$120.00
Mountain View Whisman SD	1 x **General Admission**	$120.00
Mountain View Whisman SD	1 x **General Admission**	$120.00
Mountain View Whisman SD	1 x **General Admission**	$120.00
Mountain View Whisman SD	1 x **General Admission**	$120.00
Mountain View Whisman SD	1 x **General Admission**	$120.00

840.00 USD

View and manage your order in your Eventbrite account.

Refund Policy: No Refunds. Learn More

Contact the organizer for any questions related to this purchase.

This order is subject to Eventbrite Terms of Service and Privacy Policy, and Cookie Policy.

Ticket Information

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

Ticket #1: General Admission - 120.00 USD

Mountain View Whisman SD
kquaresma@mvwsd.org

View ticket information

Get the Eventbrite app

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535 Mission Street, 8th Floor San Francisco, CA 94105

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Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Question for Credit Card charge - 6/5/25

4 messages

Hera Hong-Lee <hhonglee@mvwsd.org> Tue, Jun 17, 2025 at 9:37 AM
To: Agnes Kaiser <akaiser@mvwsd.org>
Cc: Elizabeth Robertson <erobertson@mvwsd.org>, Maria Lopez <mlopez@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>

Good Morning Agnes,
On 6/5/25 you checked out the District credit card to purchase tickets for the AI Summit Registration on June 7-8th. Could you please provide the names of the attendees for that used the 7 tickets for that event?
I am cc'ing Liz and Maria just in case you are not available and maybe they can answer this question.
Thank you!
Hera

Hera Hong Lee
Account Technician III - Part Time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

Agnes Kaiser <akaiser@mvwsd.org> Tue, Jun 17, 2025 at 9:48 AM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Elizabeth Robertson <erobertson@mvwsd.org>, Maria Lopez <mlopez@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>

Hi Hera,

The participants are:
1. [redacted]
2.
3.
4.
5.
6.
7.

Thank you,
Agnes
Sent from A.Kaiser's iPhone

> On Jun 17, 2025, at 9:38 AM, Hera Hong-Lee <hhonglee@mvwsd.org> wrote:
>
> [Quoted text hidden]

Hera Hong-Lee <hhonglee@mvwsd.org> Tue, Jun 17, 2025 at 9:59 AM
To: Agnes Kaiser <akaiser@mvwsd.org>
Cc: Elizabeth Robertson <erobertson@mvwsd.org>, Maria Lopez <mlopez@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>

Thank you very much! Are all of these attendees students? (Other than yourself)

Hera Hong Lee
Account Technician III - part time
Department of Business Services
Mountain View Whisman School District
P: 650-526-3500 ext. 1086
www.mvwsd.org

[Quoted text hidden]

Agnes Kaiser <akaiser@mvwsd.org> Tue, Jun 17, 2025 at 2:59 PM
To: Hera Hong-Lee <hhonglee@mvwsd.org>
Cc: Elizabeth Robertson <erobertson@mvwsd.org>, Maria Lopez <mlopez@mvwsd.org>, Kevin Quaresma <kquaresma@mvwsd.org>

Yes, they are all students from Graham.
Sent from A.Kaiser's iPhone

> On Jun 17, 2025, at 10:00 AM, Hera Hong-Lee <hhonglee@mvwsd.org> wrote:
>
> [Quoted text hidden]

Revised 1.28.25

(92)

MVWSD Credit Card Purchase

Card #2

Name (person who is taking the card)	AGNES KAISER
Title	TEACHER
School Site or Department	GRAHAM MS
Date	6-4-25
Event Date (if applicable)	FALL 2025 (must be processed now)

[For Office Use Only]
Credit Card Check Out:
Date 6/5/2025
Time 1:45pm

Credit Card Returned*:
Date 6/5/2025
Time 2:00pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Robotics League Registration for year

reason for using credit card for this purchase Principal wants immediate process to meet deadline

SACS Code: 0 1 0 - 9 1 2 0 - 0 ~~4310~~ 9330 - 0 0 - 1 1 1 0 - 1 0 0 0 - 0 0 0 0 0 0 - ~~0 1 4~~ 0 0 - ~~0 1 2 0~~ 0 0 0 0

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
LEAGUE TEAM REGISTRATION	$275.00
FLL CHALLENGE SET (1)	$ 95.00

-If needed, attach additional items on separate page

Tax	$11.32
Shipping/Handling/ Tip	$29.00
ESTIMATED TOTAL - NOT TO EXCEED	$410.32
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$410.32 ✓

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Agnes Kaiser Date: 6-5-25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 6/3/25

Supervisor Print Name & Title: SEBASTIAN BENAVIDEZ

[For Business Office Use Only]
Processed by Name & Title: Kevin Quaresma Accounting Tech III Signature 6/10/25

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Proforma Invoice

For Inspiration & Recognition of Science and Technology (*FIRST*)
200 Bedford Street
Manchester,NH 03101-1103

Dollar amounts are in $USD

Date : 6/2/2025

Description	Amount Being Paid
ProGRAHAMers #8560 FIRST® LEGO® League Challenge	
2025-2026 FIRST® LEGO® League Challenge Team Registration (Does NOT include Challenge Set) (qty = 1)	$275.00
FIRST® LEGO® League Challenge Set (qty = 1)	$95.00
Shipping & Handling	$29.00
Estimated Sales Tax	$11.32
Subtotal:	**$410.32**
Balance Due:	**$410.32**
Total Due:	**$410.32**

You will need to complete checkout to finalize your order by selecting the "Place Your Order / Make Payment" button. Accepted payment methods:

- Uploading purchase order (this will not be accepted via mail or email)
- Paying with a credit card.
- Applying uploaded team/Class Pack credits (school sent payment directly to *FIRST*) or team/ Class Pack grants.

Dollar amounts are in $USD
Please remit payment to:
FIRST

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PO Box 845446
Boston, MA 02284-5446

For overnight payments, please remit payment to:
FIRST
Attn: Lockbox Operations Box #845446
1 Cabot Road, Suite 202
Medford, MA 02155

* Please note: FRC teams amount to pay may not be total due.
Please review the Payment Terms on the *FIRST* website

FIRST Payment Terms

To save - select PRINT and print to a PDF or One Note.

Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org

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Thank You - Payment Received

message

IRST Finance <finance@firstinspires.org>
Reply-To: customerservice@firstinspires.org
To: kquaresma@mvwsd.org

Thu, Jun 5, 2025 at 1:55 PI

Hello Mountain View Whisman SD,

Congratulations! Your Team **or** Class Pack Account ProGRAHAMers is registered for the 2025-2026 season, *FIRST*® AGE™ presented by Qualcomm.

Here is your Team or Class Pack account number: 8560. Please reference this number when contacting *FIRST*® so we can find your information quickly.

Your team or Class Pack registration is secure, and no further action is needed.

Here's your payment information for reference. This information can also be viewed within the *FIRST* Dashboard.

Payment type: Credit Card
Paid by: Mountain View Whisman SD
Card Number: xxxx-xxxx-9496
Transaction ID: 650611458
Total amount: $410.32

You can order additional products for your season by clicking on the "Order Product" button in your dashboard. You will then be directed to the appropriate page to order additional materials. If you need assistance, please contact customerservice@firstinspires.org.

Don't miss important updates and information from *FIRST* - add the **@firstinspires domain** as a safe or approved sender in your email account. View our resource for more details and next steps.

Important Information for Individual Teams Coaches and Admins:

- Make sure you don't miss important *FIRST* updates and reminders for your team by subscribing to the *FIRST* Team Blasts
- Don't forget to complete your Youth Protection Screening if you haven't done so already - it's free!

If you have any questions or concerns, please contact *FIRST* Support.

FIRST®
A 501(c)(3) nonprofit organization
200 Bedford Street Manchester, NH 03101

www.firstinspires.org

You received this email because you are listed as a contact for the team or Class Pack referenced above, have been nominated for a *FIRST* award, applied for a grant, or completed the youth, mentor, or volunteer registration process. We take your privacy very seriously. Please read more in our Privacy Policy. If you believe you have received this message in error, please contact **privacy@firstinspires.org**.

View Our Privacy Policy

Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org

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FIRST FOR INSPIRATION & RECOGNITION OF SCIENCE & T Transaction Receipt - Reference Number 650611458

message

IRST FOR INSPIRATION & RECOGNITION OF SCIENCE & T <notifications@paytrace.com> Thu, Jun 5, 2025 at 1:56 PI
Reply-To: ar@firstinspires.org
To: kquaresma@mvwsd.org

200 Bedford Street
Manchester, NH 03101
603-666-3906

FIRST FOR INSPIRATION & RECOGNITION OF SCIENCE & T
200 Bedford St
Manchester, NH 03101
http://www.firstinspires.org
ar@firstinspires.org

Your transaction was approved! Please retain this message as a receipt.

Order ID: P775040
Transaction ID: 650611458
Date/Time: 6/5/2025 4:55:34 PM
Payment Details:

Total: $410.32
Card Brand: Visa
Card Number: xxxxxxxxxxxx9496
Billing Address:

Mountain View Whisman SD
1400 Montecito Ave
Mountain View
CA
94043
US

kquaresma@mvwsd.org
Additional Details:

I have read Terms & Conditions: YES

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Revised 3-28-

MVWSD Credit Card Purchase

Card #2

Name	Nancy Villalba
Title	Executive Assistant to the Superintendent
School Site or Department	District Office
Date	6/10/2025
Event Date (if applicable)	December 3-5, 2025

[For Office Use Only]
Credit Card Check Out:
Date 6/10/25
Time 9:05 AM

Credit Card Returned*:
Date 6/10/25
Time 2:00 pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Registration - FOR SUPT & TRUSTEES (4)

reason for using credit card for this purchase: Purchase order are NOT an option

SACS Code: 010-0000-0-5200-00-0000-7100-000000-009-0610 For Trustees & 0600 for Superintendent

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
6	CSBA Annual Confernce and Tradeshow Registration	4650.00
1	Board President Workshop	500.00
5	Hotel * No charge yet ; holding reservation	~~1400~~
	Tax	
	Shipping/Handling/Tip	
	ESTIMATED TOTAL - NOT TO EXCEED	6550,00
	TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$4,375.00

-If needed, attach additional items on separate page

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: Nancy Villalba Date: 6-10-25

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 10 JUN 25

Supervisor Print Name & Title: JEFFREY BAIER, SUPT.

[For Business Office Use Only]
Processed by Name & Title: Hem Hong Lee, Acct Tech Signature [signature]

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Mountain View Whisman School District

Nancy Villalba <nvillalba@mvwsd.org>

Group Flow Confirmation – 2025 Annual Education Conference and Trade Show {CSB251:2456}

2 messages

AEC 2025 Registration <email_confirm@exl.eventshq.com> Tue, Jun 10, 2025 at 1:28 PM
To: nvillalba@mvwsd.org
Cc: nvillalba@mvwsd.org

***** Please do not reply to this e-mail. It was sent from an automated system. *****

PLEASE PRINT THIS CONFIRMATION FOR YOUR RECORDS

This email confirms your group's participation at CSBA's 2025 Annual Education Conference and Trade Show, scheduled for **Tuesday, Dec. 2 through Thursday, Dec. 4, at the SAFE Credit Union Convention Center in Sacramento, CA. Entry located at 13th & K Street via the West Lobby.**

Your group's registration details, confirmation IDs, and any associated hotel reservations (if applicable) are provided below.

If you have any questions or need further assistance, please contact us at aec@csba.org. For the latest conference updates, visit aec.csba.org. We look forward to your participation in this exciting event!

Profile

Confirmation ID: 2456
Nancy Villalba
Mountain View Whisman SD
1400 Montecito Ave
Mountain View, CA 94043

Registration Details

Nancy Villalba

Registration Type: GC - Group Contact, Early

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Description	Item Total
Registration (Qty: 1)	$0.00

Charles DiFazio

Registration Type: FC - Full Conference, Early

Description	Item Total
Registration (Qty: 1)	$775.00
Board Presidents Workshop (Qty: 1) DEC 2 2025 9:30AM	$500.00

Lisa Henry

Registration Type: FC - Full Conference, Early

Description	Item Total
Registration (Qty: 1)	$775.00

William Lambert

Registration Type: FC - Full Conference, Early

Description	Item Total
Registration (Qty: 1)	$775.00

Ana Kristina Reed

Registration Type: FC - Full Conference, Early

Description	Item Total
Registration (Qty: 1)	$775.00

Pending Superintendent

Registration Type: FC - Full Conference, Early

Description	Item Total
Registration (Qty: 1)	$775.00

Total Registration Fees:	$4,375.00

Total Registration Paid:	($4,375.00)
Current Balance:	**$0.00**

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Housing Details

DOUBLETREE SACRAMENTO*

2001 Point West Way
Sacramento, CA 95815

Phone: 916-929-8855
Fax:

Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	**Departure**	**Guests in Room**
2 December 2025	5 December 2025	Charles DiFazio
Daily Rate	**Room Tax**	**Deposit**
$209.00	16.18%	Credit Card Guarantee Mountain View Whisman **********9496
Resort Fee	**Occupancy Tax**	
	$0.00	Note: Taxes and fees are subject to change without notice

Estimated Reservation Charges
$728.42

Hotel Cancellation Policy

All reservations must be guaranteed with a credit card. Rooms may be canceled from this site up until **Tuesday, November 4, 2025, at 3:00 p.m. (PDT)**. A deposit of 1 night's room and tax may be charged by the hotel starting on **November 10, 2025**.

Between **Monday, Nov. 10, 2025, and Thursday, Nov. 13, 2025**, we appreciate your understanding as we observe a blackout period for transferring information directly to the hotels within the CSBA negotiated room blocks. During this period, contacting the hotels directly may result in information not being readily available.

Starting on **Friday, Nov. 14, 2025**, you may begin contacting the hotel to make changes. ***For the Sheraton Grand and Hyatt Regency please contact your hotel directly, on or after **Wednesday, Nov. 19, 2025**.

Failure to arrive on your scheduled arrival date or canceling your reservation within 72 hours of arrival will result in the forfeiture of the deposit.

Total Charges	Paid	Balance Due
$0.00	$0.00	$0.00

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DOUBLETREE SACRAMENTO*

2001 Point West Way
Sacramento, CA 95815

Phone: 916-929-8855
Fax:

Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	**Departure**	**Guests in Room**
2 December 2025	5 December 2025	Lisa Henry
Daily Rate	**Room Tax**	**Deposit**
$209.00	16.18%	Credit Card Guarantee Mountain View Whisman **********9496
Resort Fee	**Occupancy Tax**	
	$0.00	Note: Taxes and fees are subject to change without notice

Estimated Reservation Charges

$728.42

Hotel Cancellation Policy

All reservations must be guaranteed with a credit card. Rooms may be canceled from this site up until **Tuesday, November 4, 2025, at 3:00 p.m. (PDT)**. A deposit of 1 night's room and tax may be charged by the hotel starting on **November 10, 2025**.

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Total Charges	Paid	Balance Due
$0.00	$0.00	$0.00

DOUBLETREE SACRAMENTO*

2001 Point West Way
Sacramento, CA 95815

Phone: 916-929-8855
Fax:

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Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	**Departure**	**Guests in Room**
2 December 2025	5 December 2025	William Lambert
Daily Rate	**Room Tax**	**Deposit**
$209.00	16.18%	Credit Card Guarantee Mountain View Whisman **********9496
Resort Fee	**Occupancy Tax**	
	$0.00	Note: Taxes and fees are subject to change without notice
Estimated Reservation Charges		
$728.42		
Hotel Cancellation Policy		

All reservations must be guaranteed with a credit card. Rooms may be canceled from this site up until **Tuesday, November 4, 2025, at 3:00 p.m. (PDT)**. A deposit of 1 night's room and tax may be charged by the hotel starting on **November 10, 2025**.

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Failure to arrive on your scheduled arrival date or canceling your reservation within 72 hours of arrival will result in the forfeiture of the deposit.

Total Charges	Paid	Balance Due
$0.00	$0.00	$0.00

DOUBLETREE SACRAMENTO*

2001 Point West Way
Sacramento, CA 95815

Phone: 916-929-8855
Fax:

Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	**Departure**	**Guests in Room**
2 December 2025	5 December 2025	Ana Kristina Reed

93

Status	Category	Occupancy
Daily Rate	**Room Tax**	**Deposit**
$209.00	16.18%	Credit Card Guarantee Mountain View Whisman **********9496
Resort Fee	**Occupancy Tax**	
	$0.00	Note: Taxes and fees are subject to change without notice
Estimated Reservation Charges		
$728.42		
Hotel Cancellation Policy		

All reservations must be guaranteed with a credit card. Rooms may be canceled from this site up until **Tuesday, November 4, 2025, at 3:00 p.m. (PDT)**. A deposit of 1 night's room and tax may be charged by the hotel starting on **November 10, 2025**.

Between **Monday, Nov. 10, 2025, and Thursday, Nov. 13, 2025**, we appreciate your understanding as we observe a blackout period for transferring information directly to the hotels within the CSBA negotiated room blocks. During this period, contacting the hotels directly may result in information not being readily available.

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Failure to arrive on your scheduled arrival date or canceling your reservation within 72 hours of arrival will result in the forfeiture of the deposit.

Total Charges	Paid	Balance Due
$0.00	$0.00	$0.00

DOUBLETREE SACRAMENTO*

2001 Point West Way
Sacramento, CA 95815

Phone: 916-929-8855
Fax:

Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	**Departure**	**Guests in Room**
2 December 2025	5 December 2025	Pending Superintendent
Daily Rate	**Room Tax**	**Deposit**

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Status	Category	Occupancy
$209.00	16.18%	Credit Card Guarantee Mountain View Whisman **********9496
Resort Fee	**Occupancy Tax**	
	$0.00	Note: Taxes and fees are subject to change without notice

Estimated Reservation Charges

$728.42

Hotel Cancellation Policy

All reservations must be guaranteed with a credit card. Rooms may be canceled from this site up until **Tuesday, November 4, 2025, at 3:00 p.m. (PDT)**. A deposit of 1 night's room and tax may be charged by the hotel starting on **November 10, 2025**.

Between **Monday, Nov. 10, 2025, and Thursday, Nov. 13, 2025**, we appreciate your understanding as we observe a blackout period for transferring information directly to the hotels within the CSBA negotiated room blocks. During this period, contacting the hotels directly may result in information not being readily available.

Starting on **Friday, Nov. 14, 2025**, you may begin contacting the hotel to make changes. ***For the Sheraton Grand and Hyatt Regency please contact your hotel directly, on or after **Wednesday, Nov. 19, 2025**.

Failure to arrive on your scheduled arrival date or canceling your reservation within 72 hours of arrival will result in the forfeiture of the deposit.

Total Charges	Paid	Balance Due
$0.00	$0.00	$0.00

Financial Summary

Total Housing Fees:	$0.00
Total Amount Applied to Housing:	$0.00
Housing Balance:	$0.00

Total of All Fees:	$4,375.00
Total Amount Applied to All Fees:	($4,375.00)
Total Balance Due:	$0.00

Payment History

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Payment #1	
06/10/2025 — $4,375.00 [Payment] Mountain View Whisman / Visa / **********9496	
Payment Allocation	
06/10/2025 — Applied: Charles DiFazio's Hotel Reservation	$0.00
06/10/2025 — Applied: Lisa Henry's Hotel Reservation	$0.00
06/10/2025 — Applied: William Lambert's Hotel Reservation	$0.00
06/10/2025 — Applied: Ana Kristina Reed's Hotel Reservation	$0.00
06/10/2025 — Applied: Pending Superintendent's Hotel Reservation	$0.00
06/10/2025 — Applied: Charles DiFazio's Registration	$1,275.00
06/10/2025 — Applied: Lisa Henry's Registration	$775.00
06/10/2025 — Applied: William Lambert's Registration	$775.00
06/10/2025 — Applied: Ana Kristina Reed's Registration	$775.00
06/10/2025 — Applied: Pending Superintendent's Registration	$775.00
Total Amount Applied:	$4,375.00
Total Amount Not Used:	$0.00
Payment Totals	
Total Payments:	$4,375.00
Total Refunds:	$0.00
Total Net Paid:	$4,375.00

Policies

For details on the hotel cancellation policy, registration cancellation policy, CSBA's privacy policy, and the latest conference information, please visit aec.csba.org.

Questions?

If any of the registration information listed above is incorrect, please contact Maritz Customer Service at (864) 641-6838 or via email.

usbank.

P.O. BOX 6343
FARGO ND 58125-6343

ACCOUNT NUMBER	[redacted]
STATEMENT DATE	07-22-2025
AMOUNT DUE	$0.00
NEW BALANCE	$6,344.13CR

PAYMENT DUE ON RECEIPT

000000863 01 SP 106481443512077 P
MOUNTAIN VIEW WHISMAN SD
ATTN JOHN ZEPEZAUER
1400 MONTECITO AVENUE
MOUNTAIN VIEW CA 94043-4590

AMOUNT ENCLOSED
$

Please make check payable to"U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4246044555755226 000634413 000000000

Please tear payment coupon at perforation.

ACCOUNT MESSAGES

Your credit balance reflected on this statement will be forwarded to you upon receipt of request and current address.

CORPORATE ACCOUNT SUMMARY

[redacted]	Previous Balance	+ Purchases And Other Charges	+ Cash Advances	+ Cash Advance Fees	+ Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	$5,517.90	$3,165.44	$0.00	$.00	$0.00	$0.00	$15,027.47	$6,344.13cr

MARKETING MESSAGES

WE CERTIFY THAT ALL PURCHASES LISTED ON THIS STATEMENT HAVE BEEN RECEIVED, UNLESS ANNOTATED TO THE CONTRARY, ARE TRUE, CORRECT AND FOR OFFICIAL BUSINESS ONLY. PAYMENT IS AUTHORIZED.

Cardholder Date Approver Date

NEW ACTIVITY

MOUNTAIN VIEW WHISMAN SD [redacted]	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	$8,234.36	$2,125.84	$0.00	$6,108.52CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-25	06-22	74798265176000000000396	PAYMENT - THANK YOU 00000 C	518.00 CR

CUSTOMER SERVICE CALL

800-344-5696

ACCOUNT NUMBER

[redacted]

STATEMENT DATE	DISPUTED AMOUNT
07/22/25	.00

SEND BILLING INQUIRIES TO:

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program
P.O. Box 6335
Fargo, ND 58125-6335

AMOUNT DUE

.00

ACCOUNT SUMMARY

PREVIOUS BALANCE	5,517.90
PURCHASES & OTHER CHARGES	3,165.44
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	15,027.47
ACCOUNT BALANCE	**6,344.13CR**

Company Name: MOUNTAIN VIEW WHISMAN SD
Corporate Account Number: [redacted]
Statement Date: 07-22-2025

NEW ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-25	06-22	74798265176000000000404	PAYMENT - THANK YOU 00000 C	819.43 CR
06-25	06-22	74798265176000000000412	PAYMENT - THANK YOU 00000 C	8.00 CR
06-25	06-22	74798265176000000000420	PAYMENT - THANK YOU 00000 C	115.00 CR
06-25	06-22	74798265176000000000438	PAYMENT - THANK YOU 00000 C	8.25 CR
06-25	06-22	74798265176000000000446	PAYMENT - THANK YOU 00000 C	275.90 CR
06-25	06-22	74798265176000000000453	PAYMENT - THANK YOU 00000 C	67.93 CR
06-25	06-22	74798265176000000000461	PAYMENT - THANK YOU 00000 C	391.55 CR
06-25	06-22	74798265176000000000479	PAYMENT - THANK YOU 00000 C	17.01 CR
06-25	06-22	74798265176000000000487	PAYMENT - THANK YOU 00000 C	57.00 CR
06-25	06-22	74798265176000000000495	PAYMENT - THANK YOU 00000 C	572.91 CR
06-25	06-22	74798265176000000000503	PAYMENT - THANK YOU 00000 C	136.62 CR
06-25	06-22	74798265176000000000511	PAYMENT - THANK YOU 00000 C	80.00 CR
06-25	06-22	74798265176000000000529	PAYMENT - THANK YOU 00000 C	174.83 CR
06-25	06-22	74798265176000000000537	PAYMENT - THANK YOU 00000 C	134.10 CR
06-25	06-22	74798265176000000000545	PAYMENT - THANK YOU 00000 C	1,069.70 CR
06-25	06-22	74798265176000000000552	PAYMENT - THANK YOU 00000 C	128.45 CR
06-25	06-22	74798265176000000000560	PAYMENT - THANK YOU 00000 C	399.54 CR
06-25	06-22	74798265176000000000578	PAYMENT - THANK YOU 00000 C	177.82 CR
06-25	06-22	74798265176000000000586	PAYMENT - THANK YOU 00000 C	518.95 CR
06-25	06-22	74798265176000000000594	PAYMENT - THANK YOU 00000 C	35.43 CR
06-25	06-22	74798265176000000000602	PAYMENT - THANK YOU 00000 C	39.00 CR
06-25	06-22	74798265176000000000610	PAYMENT - THANK YOU 00000 C	56.32 CR
06-26	06-25	24906415176232359381706	DRI*SIGNS 888-2224929 CA	454.70
07-03	07-03	74798265184000000000479	PAYMENT - THANK YOU 00000 C	2,432.62 CR
07-04	07-03	24000775184100032109236	DRIP.COM WWW.DRIP.COM MN	39.00
07-04	07-03	24055235185395212482837	ATT* BILL PAYMENT 800-331-0500 TX	628.59
07-07	07-05	24000775186100014647110	BACKBLAZE INC BACKBLAZE.COM CA	0.53
07-08	07-07	24906415188233305667939	DRI*SIGNS 888-2224929 CA	660.42
07-08	07-07	24906415188233305803740	DRI*SIGNS 888-2224929 CA	110.07
07-14	07-11	24906415192233624047130	DRI*SIGNS 888-2224929 CA	232.53

MOUNTAIN VIEW WHISMAN 2 [redacted]

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
$6,793.11	$1,039.60	$0.00	$5,753.51 CR

Post Date	Tran Date	Reference Number	Transaction Description	Amount
06-25	06-22	74798265176000000000628	PAYMENT - THANK YOU 00000 C	377.67 CR
06-25	06-22	74798265176000000000636	PAYMENT - THANK YOU 00000 C	86.13 CR
06-25	06-22	74798265176000000000644	PAYMENT - THANK YOU 00000 C	116.49 CR
07-14	07-12	24801975194405665096062	PLAZA RESERVATIONS 7023862212 NV 16945557023862212 ARRIVAL: 07-13-25	207.92
07-14	07-12	24801975194405690094611	PLAZA RESERVATIONS 7023862212 NV 16945547023862212 ARRIVAL: 07-13-25	207.92
07-14	07-12	24801975194405690094629	PLAZA RESERVATIONS 7023862212 NV 16945567023862212 ARRIVAL: 07-13-25	207.92
07-14	07-12	24801975194405690094637	PLAZA RESERVATIONS 7023862212 NV 16945557023862212 ARRIVAL: 07-13-25	207.92
07-14	07-12	24801975194405690094645	PLAZA RESERVATIONS 7023862212 NV 16945587023862212 ARRIVAL: 07-13-25	207.92
07-18	07-17	74798265199000000000126	PAYMENT - THANK YOU 00000 C	6,212.82 CR

Department: 00000 Total: $11,862.03CR
Division: 00000 Total: $11,862.03CR

Revised 3.28

MVWSD Credit Card Purchase

Name	Shelly Hausman
Title	Public Information Officer
School Site or Department	District Office
Date	6/25/2025
Event Date (if applicable)	NA

[For Office Use Only]
Credit Card Check Out:
Date 6/25/25
Time 2:20pm

Credit Card Returned*:
Date 6/25/25
Time 3:15pm

Mountain View Whisman School District

FY: 25-26

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): School banners for each of the eleven school sites, and

reason for using credit card for this purchase: Unable to obtain creidt application from company. Business Dept. suggested using the credit card.

SACS Code: 010-0000-0-4310-00-0000-7100-000000-009-0600

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	School logo banners - Signs.com	$500.00
	Arcylic School Sign - Signs.com	$200.00
		Subtotal: $416.68

Tax	$38.02
Shipping/Handling/Tip	$0
ESTIMATED TOTAL - NOT TO EXCEED	$700.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$454.70

-If needed, attach additional items on separate page

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: [signature] Date: 6/25/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 06/25/25

Supervisor Print Name & Title: Jeffrey Baier Superintendent

[For Business Office Use Only]
Processed by Name & Title: Kevin Quaresma Acct Tech III Signature [signature] 6/25/25

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Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org>

Fwd: Order #14201761 Has Been Successfully Placed.

1 message

Shelly Hausman <shausman@mvwsd.org> Wed, Jun 25, 2025 at 3:14 PM
To: Kevin Quaresma <kquaresma@mvwsd.org>
Cc: Nancy Villalba <nvillalba@mvwsd.org>

Kevin, Here's a copy for you. Thank you!

---------- Forwarded message ---------
From: **Signs.com** <info@signs.com>
Date: Wed, Jun 25, 2025 at 3:09 PM
Subject: Order #14201761 Has Been Successfully Placed.
To: <shausman@mvwsd.org>

signs.com (888) 222-4929 | My Account

Order #14201761

Thank You For Your Purchase!

Hi Shelly,

Thank you for choosing Signs.com!

We're thrilled to have you as a customer and hope your shopping experience was seamless and enjoyable. Below, you'll find all the important details for your recent order, **#14201761.** Be sure to save this email — it serves as your receipt and proof of purchase.

Order Details

ORDER NO. #14201761
ORDER DATE: 6/25/2025

BILLING ADDRESS
Shelly Hausman
1400 MONTECITO AVE

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Vargas circle Acrylic Sign Item #22470463 Qty: 1 Width: 14 Height: 14 Thickness: 1/8" Shape: Circle / Oval Edge: Standard Drilled Holes Diameter: 3/8" Drilled Holes Location: Left & Right Center Standoffs: Left & Right Center Ready to Ship: 1 Business Day	5 Day Transit Shelly Hausman Attn: Mountain View Whisman School Distri 1400 MONTECITO AVE MOUNTAIN VIEW, CA 94043 (650) 526-3500 **Estimated Delivery Date:** 6/30/2025 - 7/3/2025	$100.87

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Stevenson Banner Item #22470464 Qty: 1 Width: 46 Height: 24 Thickness: 13 oz Vinyl Printed Sides: Single Sided Edge Finish: None (Flush Cut)	5 Day Transit Shelly Hausman Attn: Mountain View Whisman School Distri 1400 MONTECITO AVE MOUNTAIN VIEW, CA 94043 (650) 526-3500	$28.71

Grommets: Add 4 Grommets per banner (24" gaps)
Pole Pockets: None
Accessories: None

Estimated Delivery Date:
6/30/2025 - 7/3/2025

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Graham Banner Item #22470465 Qty: 1 Width: 46 Height: 24 Thickness: 13 oz Vinyl Printed Sides: Single Sided Edge Finish: None (Flush Cut) Grommets: Add 4 Grommets per banner (24" gaps) Pole Pockets: None Accessories: None	5 Day Transit Shelly Hausman Attn: Mountain View Whisman School Distri 1400 MONTECITO AVE MOUNTAIN VIEW, CA 94043 (650) 526-3500 **Estimated Delivery Date:** 6/30/2025 - 7/3/2025	$28.71

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Bubb Banner Item #22470466 Qty: 1 Width: 46 Height: 24 Thickness: 13 oz Vinyl Printed Sides: Single Sided Edge Finish: None (Flush Cut) Grommets: Add 4 Grommets per banner (24" gaps)	5 Day Transit Shelly Hausman Attn: Mountain View Whisman School Distri 1400 MONTECITO AVE MOUNTAIN VIEW, CA 94043 (650) 526-3500 **Estimated Delivery Date:**	$28.71

Pole Pockets: None
Accessories: None

6/30/2025 - 7/3/2025

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
vargas banner	5 Day Transit	$28.71
Banner		
Item #22470467	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Theuerkauf	5 Day Transit	$28.71
Banner		
Item #22470468	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	

Accessories: None

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Mistral	5 Day Transit	$28.71
Banner		
Item #22470469	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Crittenden	5 Day Transit	$28.71
Banner		
Item #22470470	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Monta Loma	5 Day Transit	$28.71
Banner		
Item #22470471	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Castro Banner	5 Day Transit	$28.71
Banner		
Item #22470472	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Landels banner	5 Day Transit	$28.71
Banner		
Item #22470473	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

PRODUCT DETAILS	SHIPPING ADDRESS	SUBTOTAL
Imai	5 Day Transit	$28.71
Banner		
Item #22470474	Shelly Hausman	
Qty: 1	Attn: Mountain View	
Width: 46	Whisman School Distri	
Height: 24	1400 MONTECITO AVE	
Thickness: 13 oz Vinyl	MOUNTAIN VIEW, CA	
Printed Sides: Single Sided	94043	
Edge Finish: None (Flush Cut)	(650) 526-3500	
Grommets: Add 4 Grommets per banner (24" gaps)	**Estimated Delivery Date:**	
Pole Pockets: None	6/30/2025 - 7/3/2025	
Accessories: None		

Order Subtotal:	$416.68
Shipping:	$0.00
Tax:	$38.02
Grand Total:	**$454.70**

We're here to help if you need anything else. Thanks again for your trust in us! If you have any questions about your account, feel free to reach out to the Signs.com Customer Service team at **1 (888) 222-4929** or via email at **support@signs.com.**

Thank you,
The Signs.com Team

Note: For freight shipments, a scheduled drop-off time is necessary to ensure safe delivery. Your local UPS driver will contact you directly once your order reaches your area.

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Fabric Banners

Shop Now

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Excludes rigid material: over 36" and orders that require freight shipping.

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Shelly Hausman
Public Information Officer
Office of the Superintendent
Mountain View Whisman School District
650-526-3500 ext 1027
www.mvwsd.org

Mountain View Whisman School District

Kevin Quaresma <kquaresma@mvwsd.org>

[Drip] Invoice

3 messages

Drip <support@drip.com>
To: jaker@mvwsd.org

Thu, Jul 3, 2025 at 3:18 AM

drip

Drip Global, Inc.
323 Washington Ave N. Suite 200
Minneapolis, MN 55401

Bill to:
Mountain View Whisman School District
1400 MONTECITO AVE
MOUNTAIN VIEW CA 94043-4590

Invoice

Invoice: 243895818
Date: July 3, 2025

Services

1 month Drip Service July 3, 2025 to August 3, 2025		$39.00
	Subtotal	**$39.00**
Total New Charges (USD)		**$39.00**

Payment Summary

Date	July 3, 2025
Payment #	303420744
Method	Credit card ending in 9488
Amount Charged	**$39.00**
Amount Due	$0.00

Plan Usage

Your email plan for the upcoming month includes a maximum of **2,500** active people and **unlimited** email sends.

	Actual usage through July 2	Limit from June 3 bill
Active people for Email	392	2,500
Emails sent	378	unlimited

Have questions about your plan?
We have all the details in the Help Center.

Go to Help Center

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Revised 3-28-255

MVWSD Credit Card Purchase

Name (person who is taking the card)	Erika Navarro
Title	BTB Supervisor
School Site or Department	FSSP/Ed. Services
Date	7/2/2025
Event Date (if applicable)	7/2/2025-7/3/2025

[For Office Use Only]
Credit Card Check Out:
Date 7/3
Time 12:25

Credit Card Returned*:
Date 7/3
Time 12:30

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Per Business Office directive- paying off the balance of ELOP/BTB cellphone.

SACS Code: **Documentation of prior approval for restricted SACS accounts must be attached to this form. SACS code will NOT be adjusted afterwards**

- 010-6010-0-4410-00-1110-1000-000000-003-0234
- 010-6010-0-4410-00-1110-1000-000000-005-0234
- 010-6010-0-4410-00-1110-1000-000000-006-0234
- 010-6010-0-4410-00-1110-1000-000000-008-0234
- 010-6010-0-4410-00-1110-1000-000000-011-0234
- 010-2600-0-4410-00-1110-1000-000000-009-0234

split evenly

DESCRIPTION and Vendor	Amount Not to Exceed
AT&T Mobility	$628.59

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$700.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	628.59

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Erika Navarro Date: 07/02/2025

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: 7/2/25

Supervisor Print Name & Title: Geoff Chang, Director of Federal, State, and Strategic Programs

[For Business Office Use Only]

Processed by Name & Title: JOHN ZEPEZAUER A/P Signature

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← **Back to installment plan details**

Thanks for your payment **Print**

You're all set! We just sent you an email confirmation with your payment details.

Payment completed for
[redacted] | **APPLE IPHONE 15 128GB BLACK**

Payment amount
$628.59

Installment plan ID
280000077035294

Scheduled for
Thursday | July 3, 2025

Confirmation number
8K47MYW9Y03DJNH

Payment method
Card ending with [redacted]

Payments may take 24 hours to appear on your account.

Upgrade device

Backblaze

Paid

Payment Date	2025-07-05 UTC
Email	jaker@mvwsd.org
Payment	Credit Card ending in 9488
Group	Technology Department (#67957)
Other	

Backblaze
201 Baldwin Ave.
San Mateo CA 94401

Payment #: 2e61c115623c-GR-20250705131741

Transactions

Date	Item	Amount
07/05/2025	B2 Cloud Storage	($0.53)
	Tax	($0.00)

Total: ($0.53)

100

Revised 2.28.

MVWSD Credit Card Purchase

Name	Shelly Hausman
Title	Public Information Officer
School Site or Department	District Office
Date	7/10/2025
Event Date (if applicable)	NA

[For Office Use Only]
Credit Card Check Out:
Date 7/11/2025
Time 9:35am

Credit Card Returned*:
Date 7/11/2025
Time 10:15am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): Renaing 3 School site acrylic mascott signs for the boardroom

reason for using credit card for this purchase: Unable to obtain creidt application from company. Business Dept. suggested using the credit card.

SACS Code: 010-0000-0-4310-00-0000-7100-000000-009-0600

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	arcylic signs 14"x14" from Sign.com	$330.00

Tax	$30.00
Shipping/Handling/Tip	free
ESTIMATED TOTAL - NOT TO EXCEED	$360.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$ 232.53

-If needed, attach additional items on separate page

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: [signature] Date: 7/10/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: [signature] Date: 07/10/25

Supervisor Print Name & Title: Jeffrey Baier Superintendent

[For Business Office Use Only]
Processed by Name & Title: Kevin Quaresma Account Tech III Signature [signature] 7/11/25

100

Item #3 $100.87

Theuerkauf

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

Item #4 $100.87

Stevenson round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

Item #5 $100.87

Mistral round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Order No: 14260183

Invoice Date: Jul 11, 2025

100

1 x Acrylic Sign (14" x 14") $80.19

Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Design Request:	Ordered from Design Item: 22541858
Delivery:	Arrives Jul 16 - Jul 21

Design-Acrylic Sign $-10.00

Comments:

Subtotal:	$210.57
Shipping:	$0
Tax:	$21.96
Order Total:	**$232.53**
Balance Due:	$0

Order No: 14260183
Invoice Date: Jul 11, 2025

Bill to:
Shelly Hausman

Paid by:
Visa ending in 9488

Ship to:
Shelly Hausman
Mountain View Whisman School Distri
1400 MONTECITO AVE
MOUNTAIN VIEW, CA 94043

PAID Total Paid: $232.53 Date Paid: Jul 11, 2025

1 x Acrylic Sign (14" x 14") $80.19
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Design Request:	Ordered from Design Item: 22541859
Delivery:	Arrives Jul 16 - Jul 21

Design-Acrylic Sign $-10.00

1 x Acrylic Sign (14" x 14") $80.19
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Design Request:	Ordered from Design Item: 22516362
Delivery:	Arrives Jul 16 - Jul 21

Design-Acrylic Sign $-10.00

3 Payment Method

Your Order Summary

Acrylic Sign $100.87

Quantity: 1

Details

Subtotal	$100.87
Shipping and Handling	FREE
Tax	$9.20
Total	$110.07

Have a Promo Code ?

"Easy to use website, good and helpful customer service, the signs I ordered in the past turned out beautiful."
-Donna

Need help?

We're here for you. Here are some frequently asked questions.

Or you can always give us a call at 1-888-222-4929 or contact us here.

Want to add more to your order? Continue shopping.

97

signs.com

< Back to Cart

Secure Checkout

Signed in as shausman@mvwsd.org

1 Shipping Information ✓ Edit

2 Shipping Method

Order within 7 hrs, 43 minutes
Ships **Tomorrow, 6/26/2025** details

◉ 2 - 5 Day Transit 6/30/2025 - 7/03/2025	FREE
○ 3 Day Transit 7/01/2025	$29.62
○ 2 Day Transit 6/30/2025	$39.55
○ 2 Day Transit 6/30/2025	$45.74
○ 1 Day Transit 6/27/2025 before 11pm	$70.98
○ 1 Day Transit 6/27/2025 before 10am	$103.89

original estimate

☐ Use Blind Shipping ⓘ

Proceed to Payment Method

97

signs.com

< Back to Cart

Secure Checkout

Signed in as shausman@mvwsd.org

1 Shipping Information ✓ Edit

2 Shipping Method ✓ Edit

3 Payment Method

Credit Card

Click here if your payment form doesn't show.

Secure Trust
Trusted Commerce
CLICK TO VALIDATE

GODADDY
VERIFIED & SECURED

Name on Card

Same as Shipping Address

Card Number

Expiration Date **Security Code**

January 2025

Save This Card

Billing Address

Address* Secure Transaction

1400 MONTECITO AVE

Apt, Suite, .etc

Zip Code* **State/Province/Region***

94043 California

City/Town* **Country***

MOUNTAIN VIEW United States

Place Order

97

Your Order Summary

Banner $28.71
Quantity: 1
Details

Banner $28.71
Quantity: 1
Details

Banner $28.71
Quantity: 1
Details

Subtotal	**$315.81**
Shipping and Handling	**FREE**
Tax	**$28.82**
Total	**$344.63**

Have a Promo Code ?

PRICE MATCH GUARANTEE
SATISFACTION 100% GUARANTEE
30+YRS PRODUCTION EXPERIENCE

"My go-to online printing. A+"
-SARAN

Need help?

We're here for you. Here are some frequently asked questions.

Or you can always give us a call at 1-888-222-4929 or contact us here.

Want to add more to your order? Continue shopping.

99

Revised 2.28

MVWSD Credit Card Purchase

Name	Shelly Hausman
Title	Public Information Officer
School Site or Department	District Office
Date	7/2/2025
Event Date (if applicable)	NA

[For Office Use Only]
Credit Card Check Out:
Date 7/7/25
Time 8:50am

Credit Card Returned*:
Date 7/7/25
Time 9:15am

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): School site acrylic mascott signs for the boardroom

reason for using credit card for this purchase: Unable to obtain creidt application from company. Business Dept. suggested using the credit card.

SACS Code: 010-0000-0-4310-00-0000-7100-000000-009-0600

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

	DESCRIPTION and Vendor	Amount Not to Exceed
	Arcylic signs 14"x14" from Sign.com	$1000.00

-If needed, attach additional items on separate page

Tax	$100.00
Shipping/Handling/Tip	free
ESTIMATED TOTAL - NOT TO EXCEED	$1,100.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$ 770.99

Employee Acknowledgement:
By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature: _____ Date: 7/2/25

Supervisor or Board President Approval:
By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: _____ Date: 02 JUL 25

Supervisor Print Name & Title: Jeffrey Baier Superintendent

[For Business Office Use Only]
Processed by Name & Title: Kuria Quaresma Account Tech III Signature _____ 7/7/25

Order No: 14199595
Invoice Date: Jul 07, 2025

99

Bill to:
Shelly Hausman

Paid by:
Visa ending in 9488

Ship to:
Shelly Hausman
Mountain View Whisman School Distri
1400 MONTECITO AVE
MOUNTAIN VIEW, CA 94043

PAID Total Paid: $110.07 Date Paid: Jul 07, 2025

1 x Acrylic Sign (14" x 14") $100.87
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

Comments:

Subtotal:	$100.87
Shipping:	$0
Tax:	$9.2
Order Total:	**$110.07**
Balance Due:	$0

Order No: 14238330
Invoice Date: Jul 07, 2025

99

Bill to:
Shelly Hausman

Paid by:
Visa ending in 9488

Ship to:
Shelly Hausman
Mountain View Whisman School Distri
1400 MONTECITO AVE
MOUNTAIN VIEW, CA 94043

PAID

Total Paid: $660.42

Date Paid: Jul 07, 2025

1 x Acrylic Sign (14" x 14") $100.87
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

1 x Acrylic Sign (14" x 14") $100.87
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

1 x Acrylic Sign (14" x 14") $100.87
Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center

Order No: 14238330
Invoice Date: Jul 07, 2025

1 x Acrylic Sign (14" x 14")
$100.87

Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

1 x Acrylic Sign (14" x 14")
$100.87

Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

1 x Acrylic Sign (14" x 14")
$100.87

Untitled Project

Quantity:	1
Size:	14" x 14"
Thickness:	1/8"
Shape:	Circle / Oval
Edge:	Standard
Drilled Holes Diameter:	3/8"
Drilled Holes Location:	Left & Right Center
Standoffs:	Left & Right Center
Ready to Ship:	1 Business Day
Delivery:	Arrives Jul 10 - Jul 15

Comments:

Subtotal:	$605.22
Shipping:	$0
Tax:	$55.2

89

Item #3 $100.87

Theuerkauf

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

Item #4 $100.87

Stevenson round

Acrylic Sign

Size: 14" x 14"

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. Save 14%

3 for $84.95 ea. Save 16%

4 for $82.75 ea. Save 18%

Item #2 $100.87

Crittenden

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. Save 14%

3 for $84.95 ea. Save 16%

4 for $82.75 ea. Save 18%

99

Shopping Cart (9 items)

Subtotal **$907.83**

Proceed To Checkout

Continue Shopping

Item #1 **$100.87**

Bubb

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Your Order Summary

Acrylic Sign $100.87

Quantity: 1

Details

Subtotal	$100.87
Shipping and Handling	FREE
Tax	$9.20
Total Paid	-
Balance	$110.07

Have a Promo Code ?

PRICE MATCH GUARANTEE SATISFACTION 100% GUARANTEE 30+YRS PRODUCTION EXPERIENCE

"Your site is outstanding. So easy to navigate, personalize templates, and even download the finished graphic to use as a .pdf. Thank you!"
-Amy

Need help?

We're here for you. Here are some frequently asked questions.

Or you can always give us a call at 1-888-222-4929 or contact us here.

99

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

Item #5 **$100.87**

Mistral round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. Save 14%

3 for $84.95 ea. Save 16%

4 for $82.75 ea. Save 18%

Item #6 $100.87

Graham round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

99

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

☐ Item #7 **$100.87**

Landels Round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. **Save 14%**

3 for $84.95 ea. **Save 16%**

4 for $82.75 ea. **Save 18%**

Item #8 $100.87

MontaLoma Round

Acrylic Sign

Size: 14" x 14"

View Proof | Edit Design | Duplicate Items | Remove

Hide Details:

Thickness: 1/8"

Shape: Circle / Oval

Edge: Standard

Drilled Holes Diameter: 3/8"

Drilled Holes Location: Left & Right Center

Standoffs: Left & Right Center

Ready to Ship: 1 Business Day

Quantity:

1

Buy More, Save More!

2 for $87.14 ea. Save 14%

3 for $84.95 ea. Save 16%

4 for $82.75 ea. Save 18%

Item #9 $100.87

Imai round

Acrylic Sign

Size: 14" x 14"

99

3 Payment Method

Your Order Summary

Acrylic Sign — $100.87
Quantity: 1
Details

Acrylic Sign — $100.87
Quantity: 1
Details

Subtotal	$907.83
Shipping and Handling	FREE
Tax	$82.80
Total	$990.63

Have a Promo Code ?

"I was struggling to create my design and used the free design service and was so pleased with the results. I received an email with a link that took me directly to the finished product which was perfect. I am looking forward to receiving my custom quote project."
-Cyndi

Need help?

Back to Cart

Secure Checkout

Signed in as shausman@mvwsd.org

1 Shipping Information

Edit

2 Shipping Method

Order within 2 hrs, 58 minutes
Ships **Tomorrow, 7/2/2025** details

2 - 5 Day Transit **7/07/2025 - 7/10/2025**	FREE
3 Day Transit 7/08/2025	$32.04
2 Day Transit 7/07/2025	$45.81
2 Day Transit 7/07/2025	$53.01
1 Day Transit 7/03/2025 before 3pm	$77.49
1 Day Transit 7/03/2025 before 10am	$105.39

Use Blind Shipping

Proceed to Payment Method

96

Revised 3-28-25

MVWSD Credit Card Purchase

Name (person who is taking the card)	Veronica Del Rio
Title	Department Secretary - Technology
School Site or Department	Technology
Date	6/16/2025
Event Date (if applicable)	July 13 - 17, 2025

[For Office Use Only]
Credit Card Check Out:
Date 6/18/25
Time 2:10pm

Credit Card Returned*:
Date 6/18/25
Time 3:40pm

Mountain View Whisman School District

*** CREDIT CARD MUST BE RETURNED WITH ITEMIZED RECEIPTS & PARTICIPANT LIST ***
****Lost/missing receipts will result in revocation of credit card privileges****

Reason for purchase(s): PSUG Conference July 13 - 17, 2025

reason for using credit card for this purchase need to purchase air flights and book hotel stays, PO is not accepted.

010-9590-0-5200-00-0000-7700-000000-009-0570 = Technology

SACS Code: 010-0000-0-5200-00-0000-7400-000000-009-0400 = Student Services/Admin Services

Documentation of prior approval for restricted SACS accounts must be attached to this form.
SACS code will NOT be adjusted afterwards

DESCRIPTION and Vendor	Amount Not to Exceed
Air Flights- booking most cost effective flights for all 5 staff members attending PSUG conference	$200.00(roundtrip estimated) per person Total = $1,000
booking hotel stay for all 5 staff members attending PSUG	$300(total stay estimated) per person Total = $1,500.00
Hotel Deposit Fees	

-If needed, attach additional items on separate page

Tax	
Shipping/Handling/ Tip	
ESTIMATED TOTAL - NOT TO EXCEED	$2,500.00
TOTAL - CONFIRMED BY RECEIPT(S) ATTACHED	$2,467.10

Employee Acknowledgement:

By signing below, I acknowledge that I have read the MVWSD credit card use policy as posted on the Intranet and agree to provide all required receipts and documentation immediately upon return of the credit card.

Employee Signature (who is taking the card): Veronica Del Rio Date: June 16, 2025

Supervisor or Board President Approval:

By signing below, I confirm that the described purchase(s) and use of the MVWSD credit card are necessary and comply with District policy as posted on the Intranet.

Supervisor Signature: Date: June 17, 2025

Supervisor Print Name & Title: TARA VIKJORD, CHIEF HR OFFICER

[For Business Office Use Only]

Processed by Name & Title: Kevin Quaresma Account Tech III Signature 6/18/25

PSUG 2025 Attendees

- Information Services Team
  (010-9590-0-5200-00-0000-7700-000000-009-0570)
  - Alejandra Garcia
  - Thiranjani Fernando
  - Joanne Doria
- Student Services Team
  (010-0000-0-5200-00-0000-7400-000000-009-0400)
  - Nubia Avina
  - Evelyn Lopez

Mountain View Whisman School District

Agenda Item for Board Meeting of 6/12/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: National Power School University Group Conference

Estimated Time:

Person Responsible:
Tara Vikjord, Chief Human Relations Officer
Jon Aker, Director of Technology

Background:
2025 National Power School University Group: Learning new systems and techniques with the PowerSchool system to make effective systems for enrollment, attendance accounting, incident, and more. Incidents, with and more. Staff will present new information to the team and implement new practices.
Strategic Plan Goal 4b: Adopt an approach to differentiated professional development aligned with student success for all employees

Strategic Plan Goal 4c: Build Leadership skills to support future district needs.
Attendees: Alejandra Garcia, Thiranjani Fernando, Joanne Doria, Nubia Avina, Evelyn Lopez
Date(s): July 13-17, 2025
Location: Las Vegas, Nevada

Fiscal Implication:
Estimated Expense: $1,489 each

Recommended Action:
It is recommended that the Board of Trustees approve staff attendance at the 2025 National Power School University Group conference, as presented

ATTACHMENTS:

Description	Type	Upload Date
Course Offerings	Backup Material	6/6/2025
Out of Town Conference Forms	Backup Material	6/9/2025

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Alejandra Garcia	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200-00-0000-7700-000000-009-0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*=_____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Alejandra Garcia Title: Information Services Supervisor

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 MAY 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
2. Signatures from Employee, Supervisor and Superintendent or Board President are required.
3. If advance check payment is necessary, please submit this completed form and all documentation to the Business office with the request via email, at least 3 weeks prior to travel.
4. Upon return, employee must complete the "Actual" cost fields on this form, obtain Supervisor's initials.
5. If pre-payment was not made, submit reimbursement form with all relevant receipts and/or documentation.
6. Superintendent or Board President will review forms and documentation post travel.
7. Supervisor directs dept/site staff responsible for QCC entry to submit reimbursements through QCC. Include this form with relevant documentation and receipts as an attachment to the requisition. **Requisition must be submitted within 30 days upon completion of travel or by July 7th, whichever is earlier.**
8. Direct any questions to the Business office as needed.

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Joanne Doria	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200-00-0000-7700-000000-009-0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025

Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices.

Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.

Strategic Plan Goal 4c: Build leadership skills to support future district needs.

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; # miles x $_____/mile*=_____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Joanne Doria Title: Information Services Technician

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Alter Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 May 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

1. Complete form entirely (SACS code for restricted accounts must have prior authorization from restricted account supervisor or Board President).
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Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Thiranjani Fernando	Department/Site: Student Services / Administrative Services
SACS Code: 010 - 9590 - 0-5200 - 00 - 0000 - 7700 - 000000 - 009 - 0570	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*=_____ *(*mileage rate changes yearly based on Federal law)*		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport: San Jose Mineta	Flight to airport: Harry Reid International		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation *(Please find per diem rates at Per Diem Rates for California on the GSA website)*	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: _____ Date: May 9, 2025

Print Name: Thiranjani Fernando Title: Information Services Technician

Supervisor Signature: _____ Date: May 9, 2025

Print Name: Jon Aker Title: Director of Technology

Superintendent or Board President Signature: _____ Date: 15 MAY 25

Print Name: Jeffrey Baier Title: Superintendent

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

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8. Direct any questions to the Business office as needed.

100254

Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Evelyn Lopez	Department/Site: Student Services / Administrative Services
SACS Code: 010-0000-0-5200-00-0000-7400-000010-0019-0400	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025

Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, Incidents, and more. Staff will present new information to the team and implement new practices.

Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees.

Strategic Plan Goal 4c: Build leadership skills to support future district needs.

Estimated Expenses - PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

**Please read Board Policy 3350 and Administrative Regulation 3350 on district website for detailed information.*

Cost/Fees	Checkmark = Information Attached	Estimate	Actual
Substitute(s) if needed	☐ # half day subs or # full day subs, and relevant info		
Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
Vehicle Miles	☐ Travel map for distance; _____# miles x $_____/mile*= _____ (*mileage rate changes yearly based on Federal law)		
Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport:_____	Flight to airport:_____		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
Transfers to/from Airport	☑ Mode of transportation and details (bus, taxi, train, etc.)	$50.00	
Transfers to/from Lodging	☐ Mode of transportation and details (bus, taxi, train, etc.)		
Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc,) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: Evelyn Lopez Date: 5/20/25

Print Name: Evelyn Lopez Title: Student Services Coordinator

Supervisor Signature: [signature] Date: 5/20/25

Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: 17 JUN 25

Print Name: JEFFREY BANZE Title: _____

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

Directions:

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Feb-2025

Mountain View Whisman School District

Out-of-Town Conference/Workshop Request Form

Business Reviewed:

Employee Name: Nubia Avina	Department/Site: Student Services / Administrative Services
SACS Code: 010-0000-0-5200-00-0900-7400-000000-009-0400	
Conference/Workshop Title: 2025 PSUG Conference	Conference Date(s): July 13, 2025 – July 17, 2025
City: Las Vegas	State: Nevada
Departure Date: July 13, 2025	Return Date: July 17, 2025
Purpose of Conference (site LCAP or Strategic plan): Learning new systems and techniques with the PowerSchool system to make effective and efficient systems for enrollment, attendance accounting, incidents, and more. Staff will present new information to the team and implement new practices. Strategic Plan Goal 4b: Adopt and approach to differentiated professional development aligned with student success for all employees. Strategic Plan Goal 4c: Build leadership skills to support future district needs.	

Estimated Expenses • PLEASE DO NOT MAKE PURCHASES UNTIL THE REQUEST HAS BEEN APPROVED

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Conference Registration	☑ Brochure/Registration/Event Forms	$699.00	
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Air Travel	☑ Flight cost calculation estimate (ie. Google flight page)	$200.00(roundtrip)	
Flight from airport:_____	Flight to airport:_____		
Lodging/Hotel Over 75 miles away ☑ yes ☐ no	☑ Cost calculation estimate (ie. Hotel webpage with current rates)	$300.00	
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Transportation during trip	☐ Rental car info, parking fee, taxi, train, etc.		
Meals	☑ Calculation & explanation (Please find per diem rates at Per Diem Rates for California on the GSA website)	$237.00	
Other Costs	☐ Incidentals (bridge tolls, wifi, etc.) Attach list with documentation of cost		
	TOTAL COST:	$1,489.00	
	Supervisor: Please Initial Actual Total Cost Post Travel:		

Employee Signature: Nubia Avina Date: 5/20/25

Print Name: Nubia Avina Title: Student Services Manager

Supervisor Signature: [signature] Date: 5/20/25

Print Name: Tara Vikjord Title: Chief Human Relations Officer

Superintendent or Board President Signature: _____ Date: 17 JUN 25

Print Name: JEFFREY BOYEL Title: SUPT

Participant: Attach all relevant documentation and receipts with this form and submit to your Supervisor immediately upon completion of your travel.

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Courses Offered

Course	Description
4 Ways to Export Data from PowerSchool	Learn how to export data from PowerSchool using Quick Export, List Students, DDE, and DEM.
AngularJS - Beginner	Learn the basics of AngularJS Attendees will learn how the AngularJS JavaScript framework can be integrated into web pages to simplify the process of displaying information in a page based on the results of values stored in the PowerSchool database. The following concepts will be covered: - Integrating AngularJS code into PS pages - Basic AngularJS terminology - Data-Binding: tying JS values to information displayed in HTML
AngularJS - Intermediate	Take the next step in understanding and utilizing AngularJS in PowerSchool custom pages. Attendees will learn to utilize the AngularJS JavaScript framework to make the most of their custom pages in PowerSchool. Topics covered include: - AJAX with AngularJS - Custom directives - Built-in and custom filters - Built-in and custom services
Attendance Setup for Success-Double Session	In this double session for PowerSchool system administrators on Attendance Setup, we will look in depth at the many parts of attendance configuration - from codes and conversions through decisions about recording attendance - and discuss how to align it with your school schedules, student enrollment patterns, and State and District requirements. You'll learn exactly how the system calculates the students' "Daily Attendance Value" that is central to ADA/ADM and State compliance reports so you can fine-tune your PowerSchool system for maximum attendance accuracy.

Course	Description
Building a Plug-in: Start to Finish	*By now we've all used plugins to add functionality to PowerSchool but have you ever wondered how that plugin is made? In this class we will go over how to create a plugin including what each piece of a plugin means. We'll delve into the plugin.xml file to see what it can tell us beyond the plugin name and publisher. We'll quickly go over how custom pages are added which is what most of us think of when we think of plugins. But we won't stop there. We'll look at adding database extensions, PowerQueries, links into the Enhanced UI and more. By the end you will be able to take all your project pieces and put them together to make your own plugin and you'll be able to unzip a plugin and understand what all the pieces are doing.
Customization - Advanced	In this session we will use the skills learned in the beginning and advanced customization classes as well as the jQuery class to develop a custom PowerSchool report. The project will emphasize the use of tlist sql, PowerSchool tags, and jQuery to develop a practical PowerSchool customization.
Customization - Beginning	This session will mostly benefit users that have access to their PowerSchool server's file system or the Custom Page Management tool. Users will be learn how to begin customizing PowerSchool web pages. We will be covering some of the special tags that can be used in PowerSchool pages.
Customization - Intermediate	This session will cover many special tags that can be used in custom html pages in PowerSchool. Complex PowerSchool tags, SQL, and javascript techniques will be covered.
Customization Bootcamp (2 days)	Learn: HTML CSS Custom Page Management PowerSchool HTML (PSHTML) Page Fragments Building a plugin
Customizing PowerTeacher Pro - Advanced	
Customizing PowerTeacher Pro - Beginner	*PowerTeacher Pro is the first customizable gradebook we've had. In this first course we will look at the different parts to a PowerTeacher Pro custom page and copying a working page from PowerTeacher into PowerTeacher Pro
Customizing PowerTeacher Pro - Intermediate	*The immediate follow up to the Beginner session we will look at doing more than copying an existing page and pasting it into PTP. In this session we'll go over making pages where teachers can edit information, pages where some users can see them and others can't based on a security setting you control, and some of the differences to be aware of between a regular PowerSchool page and how PTP may react differently. If time permits we will even create a new PTP page from your suggestions so come with ideas.
Customizing the Enhanced UI	Course showing how you can Customize the new Enhanced UI

Course	Description
Customizing with AI - Roundtable	* Roundtable discussion of how AI tools have helped with PS customization development.
Data Access Tags & Codes - Common and Not So Common	Ever wanted to know some of those undocumented PowerSchool data access tags and codes or where you can use codes you may already know? Join us for this session to dive into PS DATs and codes and learn how you can extract and format data in a way you might not have even know possible.
Data Day - 1 Day Workshop	Data Day is a scenario based class that explores various aspects of data in PowerSchool including table structure and relationships, using DDE/DDA, importing and exporting data using Quick Import/Export and Data Import/Export Manager. We also spend time manipulating and analyzing data in Excel. If you are interested in getting data into and out of your PowerSchool database and want to learn what you can do with it in Excel, then this class is for you.
Data Export Manager: When a Simple Search is not Enough	Export Manager is a great tool to use for: Exporting core table, table extensions, editing database extension records, and scheduling an export template to run automatically. This is a session for users with excel experience. User can be a beginner.
DDE - Making your Data Work for You -	In this session we'll cover the basics of exporting data from PowerSchool for use in other applications. We will approach PowerSchool from the inside out learning about the relational database and how to export information from multiple tables at the same time (without having to have an ODBC connection set up to pull the data.) We will walk through several "real life" scenarios to gain understanding of the relationships between the most commonly used tables. NOTE: If you are taking the Data Day workshop this course would be a stripped down version of that course. You DO NOT need to take both.
Enterprise Reporting - Built in Reports - Beginning	*Learn how to use and manipulate the Built in Reports in Enterprise Reporting. Session will review how to setup user accounts, work with built in reports using the Actions menu, save/publish reports and export/download returned data. *Please verify that you have access to Enterprise Reports before attending this session.
Excel - Beginning	*In this session you will learn the basics of using Excel including: What is a spreadsheet; Basics of a spreadsheet; columns, rows, cells, page set up and views, workbooks and worksheets. A look at the types of Data; text, numbers, labels, constants, variables. Using Formulas; basics, cell referenced, absolute referencing. Filtering and sorting data; Find and Replace; Formatting text, numbers and cells; inserting an image, inserting columns and rows; inserting charts and graphs; Opening PS exports and saving in a variety of different file formats.

Course	Description
Excel - Charts & Graphs	*In this session, we will discuss different types of graphs and charts. We will describe various parts of graphs and how to decide what options to deploy. We will look at various types of data from PowerSchool and how to accurately portray it in Excel.
Excel - Cool Tips & Tricks	*Are you ready for some fast-paced Excel training? We will cover a number of tips and tricks in this session. Nearly all are related to PowerSchool. We will cover absolute addressing, copy formats, format painter, special formats, text wrapping, custom lists & more. Handouts will be provided.
Excel - Functions & Formulas	*In this session you will learn about Excel Formulas and Functions including: IF, COUNTIF, AND, VLOOKUP, LEFT, RIGHT, UPPER, RANDOM. Copying formulas and functions using fill down, fill right, auto fill and absolute positioning.
Excel - Pivot Tables	In this session you will learn how to take data pulled from your own server and create meaningful pivot tables and charts. To be successful in this course, you must have an understanding of DDE/DDA, exporting data from PowerSchool and basic Excel. The focus will be on using Excel and NOT exporting data.
Exporting Data	*This session will cover the basics of exporting information from PowerSchool--where to find this process, how to do a successful export and other useful tips . You will learn to export using a Quick Export, setup and use export templates and see how to export from the DDE. Requirements: Must have access to DDE and Quick Export
FERPA - What it means for you	FERPA affect you -- your smartphone, your computer, your computer files, your grading, your gradebook, your conversations with your colleagues, and maybe even your reputation! FERPA protects our students' educational records. We will talk about what is protected and how to protect yourself. (Not a lawyer - just a security freak.)
Finding and Using Popular Customizations/Plugins	One of the best things about PowerSchool SIS is that it can be enhanced with customization, and lucky for all of us, generous and talented members of the community have created dozens of free add-ons that are available to all. Come to this session to learn about the gold mine of incredibly useful plugins, custom pages, and reports that can be installed on your system with just a few clicks. NOTE: This course cover similiar content to the Here's the Plugin, Where's the Outlet course. To install these you must have access to District> System> Plugin management.
Functions - What do they do?	In this session we will review in detail the various items in the Functions Menu. We will discuss Absentee Report, Daily Bulletin, Enrollment Summary, etc. We will also review the Special Functions menu including Group Functions such as Exporting; Mass Enroll; Re-Enroll in School; Searching by GPA, Grades and Attendance; Student Field Value, etc.
General Session	

Course	Description
Graduation Planner - Lab	This session provides you with time to work through your graduation plan setup with the assistance of our presenters.
Help Desk	Help Desk - Open time to answer attendees general PowerSchool Questions
How to Change Pages without Using Customization	A look at some built-in features that will help you "customize" parts of PS, such as how to add messages and images to login pages, how to disable access for parents and students, how to change text on pages, and how to use data validation on pages.
HTML/CSS 1	*PowerSchool is a website, and websites are laid out using HyperText Markup Language (HTML) and styled with Cascading Style Sheets (CSS). This session will teach you the basic of both, including the usual HTML tags, their default display behavior, and how to alter their appearance with CSS. We will also cover CSS selectors, IDs, and classes, as well as HTML forms. This is the first course to start learning about PowerSchool customization.
HTML/CSS 2	*This course will discuss more advanced features of HTML and CSS, including pseudo-classes, complex element selectors, troubleshooting design issues, and making customizations fit within the overall PowerSchool design structure.
I'm a Counselor - Where's my training?	*This session will provide training on screens that counselors use on a daily or occasional basis. Included will be searches on various fields in PowerSchool, exports of data (rank, GPA, cumulative credits), stored searches, walk-in scheduling, transcript entry, PDF creation of transcripts, class counts, and more.
Importing Data	*Tips for getting data in safely and painlessly. PowerSchool's import function can be a powerful way to load data from other systems and even to clean the data you already have. But along with that power comes some potential "gotchas" and the ability to do some damage. This session will share tips on how to import data while avoiding pain, disaster, and unnecessary work.
It's All New - 1 Day Workshop	Brand new to PowerSchool? Just hired now what? Training was: "Here is your desk-Go"? This is the day for you! We will start off with the smallest basics- what is PowerSchool- where do I log in- where do I go for ...well everything? Throughout the day we will build on your knowledge base. This class will over, PS 101, Searches, Functions, and resources... may overlap a few other classes just so you are aware. Having a computer- your Powerschool url and a username and password is VERY beneficial for this class.

Course	Description
JavaScript - Beginning	This course explores introductory concepts of the JavaScript language and how it can be used to make webpages interactive. Attendees will learn about : - integrating JavaScript into web pages - commenting code - creating and assigning values to variables - basic data types - displaying information on a web page with JavaScript - conditional logic
JavaScript - Intermediate	For users familiar with the basics of JavaScript, we will take the next steps into understanding the following topics: - functions - variable scope - complex data types - looping - event-listeners (responding to user interaction)
jQuery - Beginning	Ever wonder how you can make a page respond to your user's actions? jQuery is a version of javascript that we can utilize in PowerSchool to do this. In this class we will go over the basics of jQuery for those who haven't used it before. It will help if you know CSS or have taken the beginning CSS class, but is not required
jQuery - Intermediate	Do you have a basic understanding of jQuery but would like to be able to do more with it? Would you like to understand how some PowerSchool pages interact with the user? In this class we will go through some more advanced jQuery operations and learn how pages you may already be using work. A basic understanding of jQuery or the beginning jQuery class is highly recommended.
jQuery Lab	Drop in and get help with jQuery.
Must Have Customizations	A look popular customizations and where to find them. All the customizations shown are free. Requirement: To install plug-ins you must have access to System>System Settings>Plugin Management Configuration
Object Reports - Advanced Tips and Tricks	*Learn how to open and edit reports in a text editor and how to use advanced codes with your Object Reports. We will build and work on a report together and, if time allows, you can work on a report that you want to create.
Object Reports - Drop in Lab	*Open lab section where you can work on your own object reports with the assistance of an object reports expert

Course	Description
Object Reports - Intro - Part 1	In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use.
Object Reports - Intro - Part 2	In this session we will learn about the basic functions of Object Reports. Learn how to create labels, class lists, report cards and more. Find out about creating, sharing and naming Object Reports. You will leave this session with reports you will use.
Page Fragments - What's holding you back?	Page fragments have been around for a while now - but for some - they can still be intimidating. This course provides a simplified perspective to navigate jQuery - without necessarily needing to learn jQuery - in order to take advantage of Page Fragments and Insertion Points.
Page Fragments and Insertion Points	*Customizations can be great but customizing a PowerSchool page has some serious downsides including not receiving updates when PowerSchool makes changes. That's where page fragments come in. In this class we'll learn how to make the same changes to existing PowerSchool pages but using page fragments to ensure you keep getting updates instead of getting locked in time.
PowerQueries and Data Export Manager	*This session shows the usefulness of creating PowerQueries. PowerQueries are great for accessing your data from external applications, in the Data Export Manager, and in your own custom pages. Starting with "What is a PowerQuery?" we will learn how to create PowerQueries.
PowerScheduler - Build & Load Workshop - (6 Sessions)	*Please note - this is a limited space offering that takes up 1 1/2 days or 6 sessions, selecting this session doesn't allow participants to take any other offerings during these 6 sessions. Learn PowerScheduler®, we will walk through the steps from Course Setup to Commit. Explore the differences in 'Build and Load' and 'Load only' to find what works best for your situation. Walk through Constraints, Relationships and Teams, as well as Section Links and Automated Study Hall. The course is designed to walk you through the steps and get an understanding of how it all works. You can work on your schedule during this workshop but it is designed as an instructional 1.5 day session.
PowerScheduler - Load ONLY Workshop (4 Sessions)	*Please note - this is a limited space offering that takes up a full day or 4 sessions, selecting this session doesn't allow participants to take any other offerings during these 4 sessions. We will explore the PowerScheduler® Load process. The Load is a function that puts students into the appropriate classes. This process is done AFTER you have a completed 'Master Schedule'. Common in Elementary and Middle Schools where you might reuse your 'Master Schedule' (when your classes meet). We will cover Student Requests, Load Constraints and teams, as well using the Scheduling Engine to perform the Load. You can work on your schedule during this workshop but it is designed as a full instructional day session.

Course	Description
PowerSchool 101	*This session is designed for those who are recently new to PowerSchool. Users are strongly encouraged to bring a laptop if they want some hands on experience and to follow along. This will cover the overall structure of PowerSchool, using the interface, understanding how powerful the searches are and beginning to look at student information.
PowerSchool Resources	*In this session you will be introduced to existing PowerSchool resources and help sites. You will learn how to setup accounts, post questions and search for helpful information to assist in supporting and using PowerSchool. The PowerSchool users community is a powerful resource and continually growing. This session will help you learn how to navigate through some of the most commonly used sites.
PS HTML Codes	*This session will go over the PowerSchool embedded HTML codes needed to create custom pages and to understand how some pages work. These are codes specific to PowerSchool only and can be beneficial to create custom pages. A basic understanding of HTML code is required.
Putting it all together - Customization Lab	*Throughout the conference you've had the opportunity to learn many different skills needed to customize PowerSchool and make it exactly what you want. In this class, we will be putting all of those pieces together to build new customizations and install them to a server. You've learned all of the skills; now put them to work and develop novel projects that will make your teachers, parents, and admins happy. We will leverage HTML, CSS, jQuery, SQL, PowerSchool tags, and possibly DB Extensions to build a new customization. Come with ideas of what to create!
Reports - Student Reports & Built In	*This session will focus on the Built-in PowerSchool Reports. We will cover Attendance, Discipline, Grades, Membership, and Student Listing reports. We will discuss the information provided on the report and how to run it.
ReportWorks - Basics	*Come and join the fun of learning how to use PowerSchool's reporting tool that provides users with a drag and drop interface for creating custom reports. During this session we will work on mailing labels and time permitting, work on creating form letters, cross tab reports and other custom reports that users in your district will appreciate the crisp new looks of these great reports. *Please verify that you have access to ReportWorks before attending this session.
Role Based Security	*For years we've used group security to lock down pages and make our data secure. Now we can enhance that security using roles. In this class we'll go over Co-Teacher roles and admin roles and how they can be used to give your users exactly what they need. Ever have a staff member who needs more access in one building than in another? We'll go over how to make that happen as well as how to help teachers with gradebook questions without ever needing to log in as them and how to give a member of a security group more access without duplicating a group just for them. Groups treats everyone the same, with Roles you can make people individuals.

Course	Description
Scheduling Lab	*Whether you attended one of the workshops or not, you are welcome into the Lab. There is no instruction planned in the Lab. It is a time and place for you to get your scheduling questions answered or take some time to work on your schedule, with support.
School Administrator Toolbox	*Designed for school administrators, this session will provide information on best practices for managing your schools' operations using PowerSchool. You'll learn how to: communicate effective, solve issues that happen in all districts, find parent records based on name or phone number, prepare class rosters for yourself, watch over teachers' grade setup, teachers use of PowerTeacher Gradebook, and many more tips for managing your building. These tools can also be valuable for teacher evaluations.
Security Roles / Database Extension Lab	
Self-Hosted Server System Admin – Server and System Management	*This Session covers specifically the setup of the database server, app servers, and load balancing the app servers. IT will cover things that you need to know to administer these servers locally and what the best practices are for security, disaster recovery, updates and much more.
Setting Up a Test Server (from start to finish)	This session is for anyone wanting a PowerSchool test server environment. You do not have to have experience, only a willingness to learn and some patience. Beginning with the minimum system requirements, we will progress to bare-metal versus virtual machine, installing MS2012 trial version, installing the PowerSchool application, importing the AppleGrove data, importing your own data, and finally ending with tips and tricks for getting the most our of your test server.
SQL & sqlReports - Lab	Drop in and get help with SQL and sqlReports reports.
SQL - Advanced	*This session will cover more advanced SQL functions including aggregate functions: avg, count, min, max, and sum. Conditional logic (case statements), subqueries, the WITH clause, and pivots will also be discussed.
SQL - Beginning	*Learn the basics of Structured Query Language (SQL). This session will cover the process of selecting, filtering, and sorting data from the PowerSchool database. Additional topics will include relational database architecture, and Oracle datatypes.
SQL - Intermediate	*This session will start with a brief review of the material covered in the Beginning SQL session. Additional topics will include selection of distinct results, result concatenation, and aliasing. The primary focus will be querying related tables using SQL joins.

Course	Description
sqlReports - Creating Reports	This session is for those who have installed sqlReports and want to learn more about creating a report from scratch. The different tabs on the edit page will be covered in depth.
sqlReports - Intro	*sqlReports is a free customization that allows you to create sql-based reports and/or charts in the admin portal. As a reporting tool you can create reports that do not exist in PS and make them interactive by asking admins for input. As an export tool you can build simple or complex reports and users can save the information in comma or tab format. No need to use DDE, quick export, or report templates - admins can run reports you create and export the results on the screen or filter the results before exporting. You can also build student based reports that have a 'Make Current Selection' button to easily use the results of the report as the current selection. How to install it and how to use it will be covered in this session.
State Roundtable - MT	Roundtable discussion of state issues
State Roundtable - VA	Roundtable discussion of state issues
Tables - Where's the data?	In this session we discuss screens that hold data and the tables the information can be found in. We also review the information in the data dictionary and discuss searching/exporting/importing tips. This is not a hands on class like DDE and Data Day classes but is a compliment to them.

Mountain View Whisman School District

Veronica Del Rio <vdelrio@mvwsd.org>

Fwd: Plaza Hotel & Casino Reservation Confirmation

Thiranjani Fernando <tfernando@mvwsd.org> Thu, Jun 26, 2025 at 10:08 AM
To: Veronica Del Rio <vdelrio@mvwsd.org>

Hotel reservation

---------- Forwarded message ---------
From: **Plaza Hotel & Casino** <info@cvent.com>
Date: Wed, Jun 18, 2025 at 2:29 PM
Subject: Plaza Hotel & Casino Reservation Confirmation
To: <tfernando@mvwsd.org>

Plaza

HOTEL • CASINO • BINGO

2025 PSUG CONFERENCE ~ Jul 11, 2025 - Jul 17, 2025 ~ Plaza Hotel & Casino

Dear Thiranjani,

We are pleased to confirm your reservation at the Plaza Hotel & Casino. We are looking forward to your arrival as part of the 2025 P UG CONFERENCE. hould your travel plans change and you need to make changes, please click here or call (702) 86 2 20.

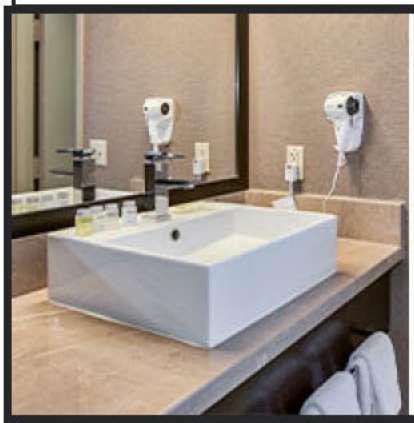
We look forward to welcoming you to the Plaza Hotel & Casino.

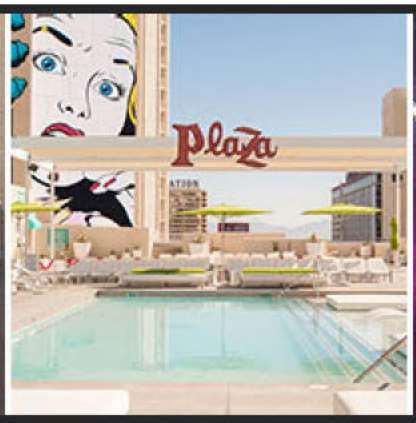
The taff of the Plaza Hotel & Casino

Reservation Details

Online Confirmation:	0W5U1S8L
Date Booked:	Jun 18, 2025
Reservation Name:	Thiranjani Fernando

Arrival Date:	Jul 13, 2025
Departure Date:	Jul 17, 2025
Room Type:	ROH
Number of Rooms:	1
Number of Guests:	1
Night by Night Rate:	**Date** **Guests** **Status** **Rate** Jul 1 , 2025 1 Confirmed 58.00 Jul 14, 2025 1 Confirmed 48.00 Jul 15, 2025 1 Confirmed 48.00 Jul 16, 2025 1 Confirmed 48.00 **Additional Guest** **Rate** Second Guest 0.00 Third Guest 20.00 Fourth Guest 0.00
Total	202.00
Tax Disclosure:	Room rates shown do not include 13% Room Tax or Resort fee (subject to change).
Add Ons:	
Cancel Policy:	A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72 hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.





PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
10:12 AM
CI: RAMSEWIL

THIRANJANI FERNANDO

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 831

No Party 1
Resv No 458254158500 Conf No F63XT
Page 1
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

FOLLOW US ON SOCIAL MEDIA @PLAZALASVEGAS

DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE
07/13/2025	458504517922	APPLIED DEPOSIT ************9488	65.54-	
07/13/2025	458504517924	APPLIED DEPOSIT ************9496	207.92-	
07/13/2025	458509100765	RESORT FEE DAILY RESORT FEE	44.07	
07/13/2025	458509100766	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/13/2025	458509101280	ROOM CHARGE PL 831	58.00	
		TAX	7.54	
07/14/2025	458519100532	RESORT FEE DAILY RESORT FEE	44.07	
07/14/2025	458519100533	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/14/2025	458519100969	ROOM CHARGE PL 831	48.00	
		TAX	6.24	
07/15/2025	458529100556	RESORT FEE DAILY RESORT FEE	44.07	
07/15/2025	458529100557	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/15/2025	458529101024	ROOM CHARGE PL 831	48.00	
		TAX	6.24	
07/16/2025	458539100574	RESORT FEE DAILY RESORT FEE	44.07	
07/16/2025	458539100575	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/16/2025	458539101060	ROOM CHARGE PL 831	48.00	
		TAX	6.24	

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
10:12 AM
CI: RAMSEWIL

THIRANJANI FERNANDO

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 831

No Party 1
Resv No 458254158500 Conf No F63XT
Page 2
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

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DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE

SUMMARY OF CHARGES

ROOM	226.92
ROOMTAX	46.54

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Mountain View Whisman School District

Veronica Del Rio <vdelrio@mvwsd.org>

Fwd: Plaza Hotel & Casino Reservation Confirmation

Joanne Doria <jdoria@mvwsd.org> Fri, Jun 20, 2025 at 8:32 AM
To: Veronica Del Rio <vdelrio@mvwsd.org>

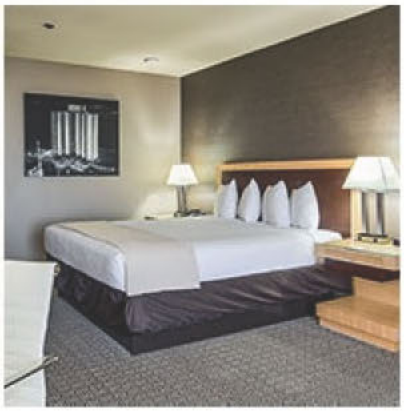
Hi Vero,

Here's the confirmation I've gotten.

Best,
Joanne

---------- Forwarded message ---------
From: **Plaza Hotel & Casino** <info@cvent.com>
Date: Wed, Jun 18, 2025 at 2:35 PM
Subject: Plaza Hotel & Casino Reservation Confirmation
To: <jdoria@mvwsd.org>

Plaza
HOTEL • CASINO • BINGO



2025 PSUG CONFERENCE ~ Jul 11, 2025 - Jul 17, 2025 ~ Plaza Hotel & Casino

Dear Joanne,

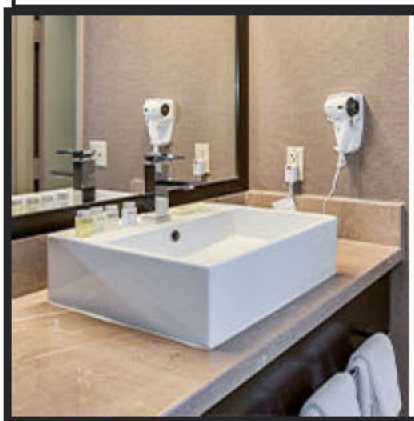
We are pleased to confirm your reservation at the Plaza Hotel & Casino. We are looking forward to your arrival as part of the 2025 PSUG CONFERENCE. Should your travel plans change and you need to make changes, please click here or call (702) 386-2320.

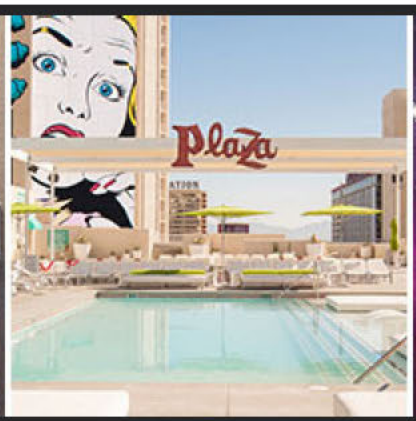
We look forward to welcoming you to the Plaza Hotel & Casino.

- The Staff of the Plaza Hotel & Casino

Reservation Details

Online Confirmation:	0OENJ02G
Date Booked:	Jun 18, 2025
Reservation Name:	Joanne Doria
Arrival Date:	Jul 1 , 2025
Departure Date:	Jul 17, 2025
Room Type:	ROH
Number of Rooms:	1
Number of Guests:	1
Night by Night Rate:	**Date** **Guests** **Status** **Rate** Jul 13, 2025 1 Confirmed 58.00 Jul 14, 2025 1 Confirmed 48.00 Jul 15, 2025 1 Confirmed 48.00 Jul 16, 2025 1 Confirmed 48.00 **Additional Guest** **Rate** Second Guest 0.00 Third Guest 20.00 Fourth Guest 0.00
Total	202.00
Ta Disclosure:	Room rates shown do not include 13% Room Ta or Resort fee (subject to change)
Add-Ons:	
Cancel Policy:	A deposit of the 1st night room and ta will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and ta penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check in.





--
Joanne Doria
Information Services Technician
Technology Department
Mountain View Whisman School District
650-526-3500 ex: 1208
infoservices@mvwsd.org
www.mvwsd.org

Our service request and resources portal is available at https://mvwsd.service-now.com

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:08 AM
CI: RAMSEWIL
CO: CASTAAND

JOANNE DORIA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 830

No Party 1
Resv No 458254158529 Conf No WJFMQ
Page 1 07/17/2025 10:58 AM
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

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DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE
07/13/2025	458504517887	APPLIED DEPOSIT ***********9488	65.54-	
07/13/2025	458504517889	APPLIED DEPOSIT ***********9496	207.92-	
07/13/2025	458509100767	RESORT FEE DAILY RESORT FEE	44.07	
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07/13/2025	458509101279	ROOM CHARGE PL 830	58.00	
		TAX	7.54	
07/14/2025	458519100534	RESORT FEE DAILY RESORT FEE	44.07	
07/14/2025	458519100535	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/14/2025	458519100968	ROOM CHARGE PL 830	48.00	
		TAX	6.24	
07/15/2025	458529100558	RESORT FEE DAILY RESORT FEE	44.07	
07/15/2025	458529100559	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/15/2025	458529101023	ROOM CHARGE PL 830	48.00	
		TAX	6.24	
07/16/2025	458539100576	RESORT FEE DAILY RESORT FEE	44.07	
07/16/2025	458539100577	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/16/2025	458539101059	ROOM CHARGE PL 830	48.00	
		TAX	6.24	

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1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:08 AM
CI: RAMSEWIL
CO: CASTAAND

JOANNE DORIA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 830

No Party 1
Resv No 458254158529 Conf No WJFMQ
Page 2 07/17/2025 10:58 AM
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

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DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE

SUMMARY OF CHARGES

ROOM	226.92
ROOMTAX	46.54

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Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Fwd: Plaza Hotel & Casino Reservation Confirmation

1 message

Veronica Del Rio vdelrio@mvwsd org
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Mon, Jul 7, 2025 at 8 12 AM

Hi Hera,

Here's the hotel confirmation for Alejandra Garcia.

Thank you,
Veronica

--
Veronica Del Rio
Department Secretary, Technology
District Office
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
P 650 526 3500 e t 1215/F 650 969 1167

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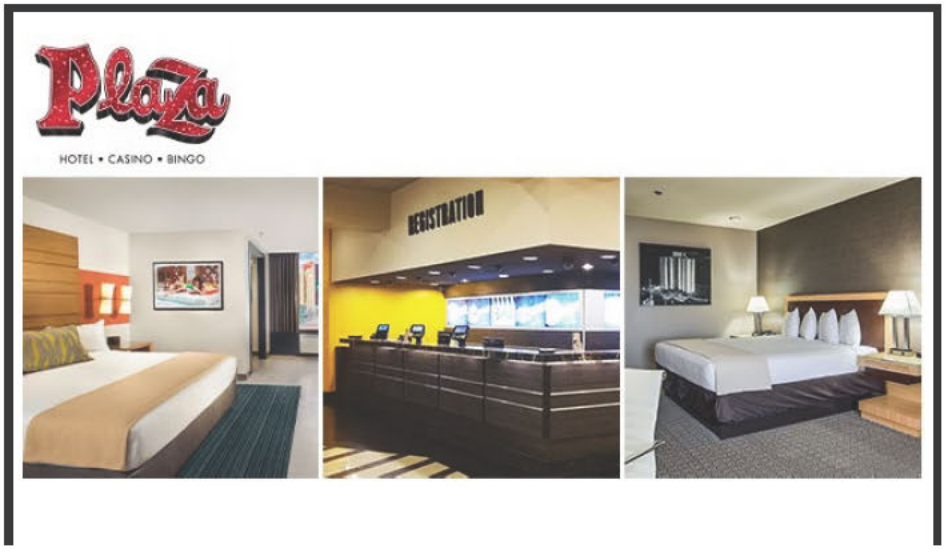
---------- Forwarded message ---------
From: **Alejandra Garcia** <agarcia@mvwsd.org>
Date: Mon, Jun 23, 2025 at 9:26 AM
Subject: Fwd: Plaza Hotel & Casino Reservation Confirmation
To Veronica Del Rio vdelrio@mvwsd org

Here you go!

---------- Forwarded message ---------
From: **Plaza Hotel & Casino** <info@cvent.com>
Date: Wed, Jun 18, 2025 at 2:21 PM
Subject Plaza Hotel & Casino Reservation Confirmation
To: <agarcia@mvwsd.org>



2025 PSUG CONFERENCE ~ Jul 11, 2025 - Jul 17, 2025 ~ Plaza Hotel & Casino

Dear Alejandra,

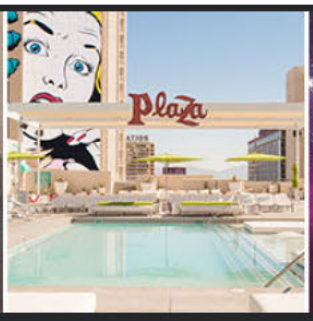
We are pleased to confirm your reservation at the Plaza Hotel & Casino. We are looking forward to your arrival as part of the 2025 PSUG CONFERENCE. Should your travel plans change and you need to make changes, please click here or call (702) 386-2320.

We look forward to welcoming you to the Plaza Hotel & Casino.

- The Staff of the Plaza Hotel & Casino

Reservation Details

Online Confirmation:	ZFX5LIXN
Date Booked:	Jun 18, 2025
Reservation Name:	Alejandra Garcia
Arrival Date:	Jul 13, 2025
Departure Date:	Jul 17, 2025
Room Type:	ROH
Number of Rooms:	1
Number of Guests:	1
Night by Night Rate:	**Date** / **Guests** / **Status** / **Rate** Jul 13, 2025 / 1 / Confirmed / 58.00 Jul 14, 2025 / 1 / Confirmed / 48.00 Jul 15, 2025 / 1 / Confirmed / 48.00 Jul 16, 2025 / 1 / Confirmed / 48.00 **Additional Guest** / **Rate** Second Guest / 0.00 Third Guest / 20 00 Fourth Guest / 0.00
Total	202.00
Tax Disclosure:	Room rates shown do not include 13% Room Tax or Resort fee (subject to change).
Add-Ons:	
Cancel Policy:	A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check-in.



--
Alejandra Garcia
Information Services Supervisor
Technology Department
Mountain View Whisman School District
650-526-3500 ex: 1202

infoservices@mvwsd org
www.mvwsd.org

Our service request and resources portal is available at https://mvwsd.service-now.com

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:08 AM
CI: AGLICK
CO: CASTAAND

ALEJANDRA GARCIA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 837

No Party 1
Resv No 458254158437 Conf No LGWXX
Page 1 07/17/2025 11:08 AM
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

FOLLOW US ON SOCIAL MEDIA @PLAZALASVEGAS

DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE
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07/13/2025	458504517857	APPLIED DEPOSIT ************9496	207.92-	
07/13/2025	458509100763	RESORT FEE DAILY RESORT FEE	44.07	
07/13/2025	458509100764	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/13/2025	458509101285	ROOM CHARGE PL 837	58.00	
		TAX	7.54	
07/14/2025	458519100530	RESORT FEE DAILY RESORT FEE	44.07	
07/14/2025	458519100531	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/14/2025	458519100973	ROOM CHARGE PL 837	48.00	
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07/15/2025	458529101027	ROOM CHARGE PL 837	48.00	
		TAX	6.24	
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07/16/2025	458539100573	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/16/2025	458539101063	ROOM CHARGE PL 837	48.00	
		TAX	6.24	

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:08 AM
CI: AGLICK
CO: CASTAAND

ALEJANDRA GARCIA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 837

No Party 1
Resv No 458254158437 Conf No LGWXX
Page 2 07/17/2025 11:08 AM
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

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DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE

SUMMARY OF CHARGES

ROOM	226.92
ROOMTAX	46.54

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BOOK DIRECT AND SAVE! WWW.PLAZAHOTELCASINO.COM

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Mountain View Whisman School District

Hera Hong-Lee <hhonglee@mvwsd.org>

Fwd: Plaza Hotel & Casino Reservation Confirmation

1 message

Veronica Del Rio vdelrio@mvwsd org
To: Hera Hong-Lee <hhonglee@mvwsd.org>

Mon, Jul 7, 2025 at 7 53 AM

Hi Hera,
Here's the hotel confirmation for Nubia Avina.

Thank you,
--
Veronica Del Rio
Department Secretary, Technology
District Office
Mountain View Whisman School District
1400 Montecito Avenue
Mountain View, CA 94043
P:650-526-3500 ext.1215/F:650-969-1167

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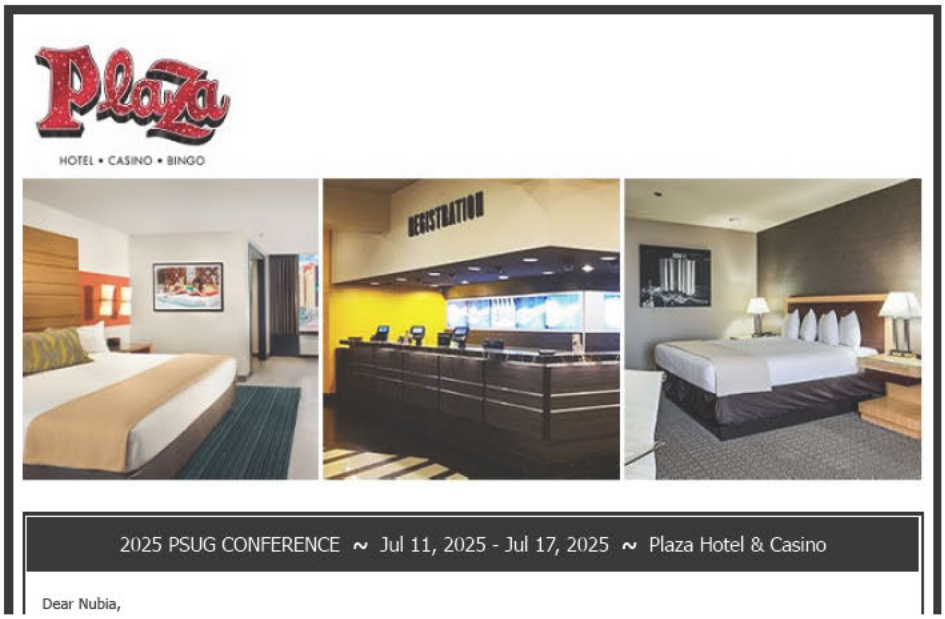
---------- Forwarded message ---------
From: **Nubia Avina** <navina@mvwsd.org>
Date: Wed, Jun 18, 2025 at 4:29 PM
Subject: Fwd: Plaza Hotel & Casino Reservation Confirmation
To: Veronica Del Rio <vdelrio@mvwsd.org>

---------- Forwarded message ---------
From: **Plaza Hotel & Casino** <info@cvent.com>
Date: Wed, Jun 18, 2025 at 2:39 PM
Subject: Plaza Hotel & Casino Reservation Confirmation
To: <navina@mvwsd.org>



We are pleased to confirm your reservation at the Plaza Hotel & Casino. We are looking forward to your arrival as part of the 2025 PSUG CONFERENCE. Should your travel plans change and you need to make changes, please click here or call (702) 386-2320.

We look forward to welcoming you to the Plaza Hotel & Casino.

- The Staff of the Plaza Hotel & Casino

Reservation Details

Online Confirmation:	0IS4I57V
Date Booked:	Jun 18, 2025
Reservation Name:	Nubia Avina
Arrival Date:	Jul 13, 2025
Departure Date:	Jul 17, 2025
Room Type:	ROH
Number of Rooms:	1
Number of Guests:	1
Night by Night Rate:	**Date** **Guests** **Status** **Rate** Jul 13, 2025 1 Confirmed 58.00 Jul 14, 2025 1 Confirmed 48.00 Jul 15, 2025 1 Confirmed 48.00 Jul 16, 2025 1 Confirmed 48.00 **Additional Guest** **Rate** Second Guest 0 00 Third Guest 20.00 Fourth Guest 0.00
Total	202.00
Tax Disclosure:	Room rates shown do not include 13% Room Tax or Resort fee (subject to change).
Add-Ons:	
Cancel Policy:	A deposit of the 1st night room and tax will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and tax penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check in.

–
Nubia Aviña
Student Services Manager
ountain View Whisman School District
650 526 3581
ww.mvwsd.org

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:09 AM
CI: AGLICK

NUBIA AVINA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 849

No Party 1
Resv No 458254158572 Conf No 6DKYB
Page 1
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

FOLLOW US ON SOCIAL MEDIA @PLAZALASVEGAS

DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE
07/13/2025	458504517909	APPLIED DEPOSIT ************9488	65.54-	
07/13/2025	458504517911	APPLIED DEPOSIT ************9496	207.92-	
07/13/2025	458509100769	RESORT FEE DAILY RESORT FEE	44.07	
07/13/2025	458509100770	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/13/2025	458509101295	ROOM CHARGE PL 849	58.00	
		TAX	7.54	
07/14/2025	458519100536	RESORT FEE DAILY RESORT FEE	44.07	
07/14/2025	458519100537	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/14/2025	458519100983	ROOM CHARGE PL 849	48.00	
		TAX	6.24	
07/15/2025	458529100560	RESORT FEE DAILY RESORT FEE	44.07	
07/15/2025	458529100561	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/15/2025	458529101037	ROOM CHARGE PL 849	48.00	
		TAX	6.24	
07/16/2025	458539100578	RESORT FEE DAILY RESORT FEE	44.07	
07/16/2025	458539100579	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/16/2025	458539101072	ROOM CHARGE PL 849	48.00	
		TAX	6.24	

PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:09 AM
CI: AGLICK

NUBIA AVINA

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 849

No Party 1
Resv No 458254158572 Conf No 6DKYB
Page 2
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

FOLLOW US ON SOCIAL MEDIA @PLAZALASVEGAS

DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE

SUMMARY OF CHARGES

ROOM	226.92
ROOMTAX	46.54

THANK YOU FOR STAYING WITH US.
USE PROMO CODE "PBACK" FOR 20% OFF YOUR NEXT VISIT
BOOK DIRECT AND SAVE! WWW.PLAZAHOTELCASINO.COM

.00

Mountain View Whisman School District

Veronica Del Rio <vdelrio@mvwsd.org>

Fwd: Plaza Hotel & Casino Reservation Confirmation

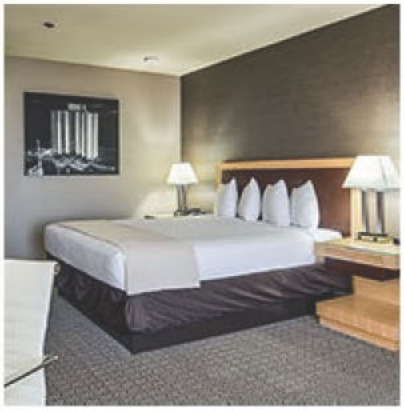
1 message

Evelyn Lopez <evlopez@mvwsd.org> Thu, Jun 26, 2025 at 11:06 AM
To: Veronica Del Rio <vdelrio@mvwsd.org>

--
Evelyn Lopez
Student Services Coordinator
Coordinadora de Servicios Estudiantiles
Mountain View Whisman School District
650-526-3500 ext. 1044 Register/Regístrese
* Please visit our FAQs page * Visite nuestra página de Preguntas frecuentes
* Bell Schedules * **School District Calendar**

---------- Forwarded message ---------
From: **Plaza Hotel & Casino** <info@cvent.com>
Date: Wed, Jun 18, 2025 at 2:44 PM
Subject: Plaza Hotel & Casino Reservation Confirmation
To: <evlopez@mvwsd.org>

Plaza
HOTEL • CASINO • BINGO



2025 PSUG CONFERENCE ~ Jul 11, 2025 - Jul 17, 2025 ~ Plaza Hotel & Casino

Dear Evelyn,

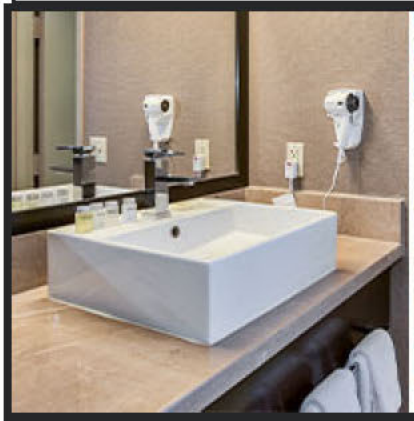
We are pleased to confirm your reservation at the Plaza Hotel & Casino. We are looking forward to your arrival as part of the 2025 PSUG CONFERENCE. Should your travel plans change and you need to make changes, please click here or call (702) 386-2320.

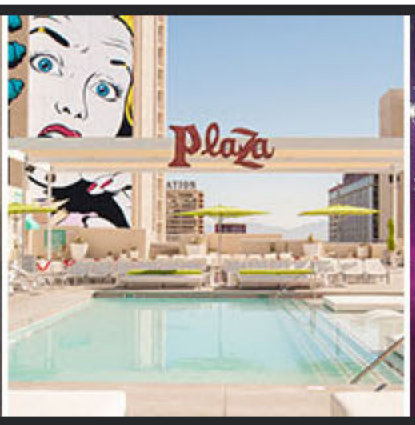
We look forward to welcoming you to the Plaza Hotel & Casino.

- The Staff of the Plaza Hotel & Casino

Reservation Details

Online Confirmation:	W2Y7IV5R
Date Booked:	Jun 18, 2025
Reservation Name:	Evelyn Lopez
Arrival Date:	Jul 1 , 2025
Departure Date:	Jul 17, 2025
Room Type:	ROH
Number of Rooms:	1
Number of Guests:	1
Night by Night Rate:	**Date** **Guests** **Status** **Rate** Jul 13, 2025 1 Confirmed 58.00 Jul 14, 2025 1 Confirmed 48.00 Jul 15, 2025 1 Confirmed 48.00 Jul 16, 2025 1 Confirmed 48.00 **Additional Guest** **Rate** Second Guest 0.00 Third Guest 20.00 Fourth Guest 0.00
Total	202.00
Ta Disclosure:	Room rates shown do not include 13% Room Ta or Resort fee (subject to change)
Add-Ons:	
Cancel Policy:	A deposit of the 1st night room and ta will be charged to your credit card immediately. Cancellations must be made 72-hours prior by 4pm hotel time to avoid a one night's room and ta penalty. Deposits are refundable upon notice of cancellation. Debit and Credit cards will be authorized at check-in for your stay, plus $100 (per stay) to cover incidental charges. No cash will be accepted at check in.





PLAZA HOTEL AND CASINO
1 S. MAIN STREET

LAS VEGAS NV 89101
800/634-6575

07/17/2025
11:09 AM
CI: AGLICK
CO: CASTAAND

EVELYN LOPEZ

1400 MONTECITO AVENUE

MOUNTAIN VIEW CA 94043

Wing/Room PL 844

No Party 2
Resv No 458254158603 Conf No WH5YY
Page 1 07/17/2025 11:09 AM
Arrival 07/13/2025
Departure 07/17/2025
Bill Code
Group SPSUG25

FOLLOW US ON SOCIAL MEDIA @PLAZALASVEGAS

DATE	REFERENCE	DESCRIPTION	$ CHARGES	$ BALANCE
07/13/2025	458504517942	APPLIED DEPOSIT **********9488	65.54-	
07/13/2025	458504517944	APPLIED DEPOSIT **********9496	207.92-	
07/13/2025	458509100771	RESORT FEE DAILY RESORT FEE	44.07	
07/13/2025	458509100772	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/13/2025	458509101290	ROOM CHARGE PL 844	58.00	
		TAX	7.54	
07/14/2025	458519100538	RESORT FEE DAILY RESORT FEE	44.07	
07/14/2025	458519100539	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/14/2025	458519100978	ROOM CHARGE PL 844	48.00	
		TAX	6.24	
07/15/2025	458524544064	LONG DISTANCE CALL TIME:2120 EXT: 40844	8.00	
07/15/2025	458529100562	RESORT FEE DAILY RESORT FEE	44.07	
07/15/2025	458529100563	RESORT FEE RESORT FEE ADJUST $39 TO	32.77-	
07/15/2025	458529101033	ROOM CHARGE PL 844	48.00	
		TAX	6.24	
07/16/2025	458539100580	RESORT FEE DAILY RESORT FEE	44.07	
07/16/2025	458539100581	RESORT FEE	32.77-	

PO Change Orders Report -- Meeting of Board of Trustees August 21, 2025

Vendor Name	Purchase Order (PO) #	PO Previous Total	PO Change Amount	PO New Total	Reason for Change Order	Department Head Approval	Date Entered
Central Computers Inc.	510079	$2,000.00	$1,000.00	$3,000.00	To cover invoices for May & June 2025	Jon Aker	6/16/2025
PG&E	510226	$1,341,700.00	$31,900.00	$1,373,600.00	To cover untilites at various sites for May & June 2025	Rebecca Westover	6/16/2025
City of Mountain View	510238	$731,000.00	$106,000.00	$837,000.00	To cover utilities at various sites for May & June 2025	Rebecca Westover	6/23/2025
Bailey Fence Co	520533	$9,014.00	$1,047.00	$10,061.00	Additional work needed at TH. PSA amendment signed.	Dalewyn Spinks	6/25/2025
Bay Area Floor Machine Co.	510082	$7,017.00	$2,260.00	$9,277.00	To cover outstanding invoice	Dalewyn Spinks	6/25/2025
Campbell Union SD Transportation	540173	$4,678.04	$962.31	$5,640.35	Original PO listed 4 bus field trips, instead of 5 field trips. Outstanding invoice for 1 field trip.	Arline Siam	6/25/2025
Hop Skip Drive	510302	$17,000.00	$4,500.00	$21,500.00	Transportation expenses for Mckinney-Vento students exceeded the original projected timeframe and estimates.	Geoff Chang	6/25/2025
Office Depot	510054	$10,000.00	$1,800.00	$11,800.00	To cover outstanding invoice. Error in summing up PO totals. (ODP was not supposed to allow overspending)	Megan Pohlman	6/26/2025
Home Depot	510085	$30,000.00	$15,402.98	$45,402.98	Appliance purchases for staff housing	Dalewyn Spinks	6/27/2025
Welldom Inc.	510125	$205,646.25	$34,180.00	$239,826.25	To cover remaining invoices for physical therapist	Frank Selvaggio	7/1/2025
AA Fire Systems Inc.	510225	$35,247.00	$2,853.33	$38,100.33	Additional work was not included in orginal scope- fire sprinkler inspections	Dalewyn Spinks	7/2/2025
Vestis Services LLC	510114	$15,000.00	$2,500.00	$17,500.00	Outstanding invoices for 24-25 school year	Sophia Zalot	7/2/2025
Bay Alarm Company	510184	$161,000.00	$3,800.00	$174,800.00	Outstanding invoices for 24-25 school year	Dalewyn Spinks	7/2/2025
Baron Contracting	510301	$40,450.00	$7,989.00	$48,439.00	Invoice for change order to repair at Landels.	Dalewyn Spinks	7/3/2025
Amazon Capital Services	510208	$13,230.00	$1,000.00	$14,230.00	Outstanding invoice for 24-25 school year	Acantha Ellard	7/3/2025
Xerox Corporation	510118	$181,541.73	$6,000.00	$187,541.73	Outstanding invoices for 24-25 year: DO (increase by $1700) , Graham (increase by $1500), Crittenden (increase by $1500), SPED preschool (increase by $1300)	Rebecca Westover	7/7/25
Killroy Pest Control Inc.	510316	$5,000.00	$311.00	$5,311.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/14/2025
Amazon Capital Services	510208	$14,310.00	$1,500.00	$15,810.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Jack Schreder & Associates Inc	510198	$25,000.00	$5,000.00	$30,000.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Silicon Valley Performance	510211	$320,000.00	$24,600.00	$344,600.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Dannis Woliver Kelley	510191	$50,000.00	$1,500.00	$51,500.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Camille Kelley	510280	$16,200.00	$11,000.00	$27,200.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Amazon Capital Services	510199	$16,700.00	$800.00	$17,500.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Jack Schreder & Associates Inc	510198	$30,000.00	$7,000.00	$37,000.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Purple Communications Inc	520581	$500.00	$251.80	$751.80	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Amazon Capital Services	510208	$15,810.00	$500.00	$16,310.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
Amazon Capital Services	510282	$2,750.00	$670.00	$3,420.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/15/2025
City of Mountain View	510238	$837,000.00	$4,000.00	$841,000.00	To pay outstanding invoice (Utilities) for 24-25 year	Rebecca Westover	7/18/2025
Becks Shoes	510089	$4,055.99	$1,000.00	$5,055.99	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/18/2025
German International School of Silicon Valley	520582	$134,000.00	$2,000.00	$136,000.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/21/2025
Morgan Autism	510244	$230,344.00	$3,356.30	$233,700.30	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/23/2025
Dept. of Industrial Relations - Elevator Permits	510239	$5,000.00	$6,750.00	$11,750.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/24/2025
Dept. of Industrial Relations - Elevator Permits	510239	$11,750.00	$1,825.00	$13,575.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/24/2025
Silicon Valley Performance	510211	$344,600.00	$8,000.00	$352,600.00	To pay outstanding invoice for 24-25 year	Rebecca Westover	7/25/2025
City of Mountain View	510238	$841,000.00	$12,950.00	$853,950.00	To pay outstanding invoice (Utilities) for 24-25 year	Rebecca Westover	7/28/2025
Amazon Capital Services	610001	$4,000.00	$4,999.00	$8,999.00	Request to increase account for TH	Danielle Lyons	8/7/2025

Report title: AP Warrants June 2025

With account detail: Y
Date issued range: 06/01/2025 - 06/30/2025
Warrant number range: -
Sort by: Warrant #

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 <29052693> Canceled		06/05/2025	NAVARRO, MARIA		
	PV500160		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	< 382.00 >
				Sub total:	< 382.00 >
29 <29053684> Canceled		06/25/2025	LESCANO, NATALIE		
	PO540115		Reimbursement for Valentines	010-1100-0-4310-00-1110-1000-000000-014-0100	< 263.61 >
				Sub total:	< 263.61 >
29 29054085		06/02/2025	AT&T		
	PO510204		Phone Service	010-8150-0-5930-00-0000-8200-000000-009-0550	3,887.50
				Sub total:	3,887.50
29 29054086		06/02/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-002-0503	3,890.94
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	2,544.71
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	2,684.53
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-007-0503	3,112.92
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	140.95
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	95.25
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	4,596.34
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	5,321.82
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-014-0503	14,213.75
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-015-0503	1,353.52
				Sub total:	37,954.73
29 29054087		06/02/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-002-0503	3,833.01
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-003-0503	6,390.99
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-004-0503	5,356.39
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-005-0503	568.75
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	1,670.17
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	2,842.32
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	2,134.86
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-007-0503	969.58
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-009-0503	417.42
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	11,426.58
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	2,420.63
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	1,565.79
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	5,400.64
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-015-0503	10,197.35
				Sub total:	55,194.48
29 29054088		06/03/2025	B&H PHOTO-VIDEO		
	PO530044		CRITTENDEN LAB UPGRADE ORDER	212-9703-0-4310-00-0000-8500-000000-011-0772	3,408.37
				Sub total:	3,408.37
29 29054089		06/03/2025	E.F. BRETT AND COMPANY INC		
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-002-0711	1,649.49
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-003-0711	1,759.12
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-004-0711	1,759.12

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-005-0711	1,759.12
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-007-0711	1,649.49
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-008-0711	1,649.49
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-011-0711	1,759.28
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-014-0711	1,759.13
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-015-0711	1,759.13
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6130-00-0000-8500-000000-016-0711	1,759.13
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6202-00-0000-8500-000000-011-0717	18,312.95
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6202-00-0000-8500-000000-014-0717	30,282.55
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-001-0735	839.40
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-001-0735	88.60
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-002-0735	854.43
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-002-0735	8,094.99
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-003-0735	43.54
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-003-0735	412.51
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-004-0735	6,454.71
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-004-0735	681.30
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-005-0735	7,289.59
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-005-0735	769.42
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-006-0735	551.04
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-006-0735	5,220.68
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-007-0735	3,209.69
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-007-0735	338.78
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-008-0735	625.25
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-008-0735	5,923.75
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-011-0735	1,867.72
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-011-0735	17,695.23
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-014-0735	9,887.61
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-014-0735	1,043.64
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-015-0735	2,530.70
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-015-0735	267.12
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-016-0735	640.77
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-016-0735	6,070.75
				Sub total:	147,259.22
29	29054090	06/03/2025	GREYSTONE WEST COMPANY		
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-002-0716	19,682.00
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-004-0716	19,682.00
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-005-0716	19,682.00
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-006-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-007-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-008-0740	196.55
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-011-0716	19,682.00
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-011-0740	196.70
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-014-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-015-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-016-0740	196.55
				Sub total:	80,104.00
29	29054091	06/03/2025	RODAN BUILDERS INC		
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-003-0738	12,611.25

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-004-0738	14,653.75
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-005-0738	15,917.25
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-016-0738	12,611.25
				Sub total:	55,793.50
29 29054092		06/03/2025	ULINE		
	PO530042		CABINET FOR MEDIA ARTS	212-9703-0-4410-00-0000-8500-000000-011-0772	2,217.36
				Sub total:	2,217.36
29 29054093		06/04/2025	ACHIEVE KIDS NPS		
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	8,190.00
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	10,478.00
				Sub total:	18,668.00
29 29054094		06/04/2025	APPLE INC		
	PO520412		SPED iPads	010-9301-0-4310-00-5761-1110-000000-009-0355	1,815.11
	PO520412		SPED iPads	010-9301-0-4310-00-5761-1110-000000-009-0355	3,575.65
				Sub total:	5,390.76
29 29054095		06/04/2025	ATKINSON ANDELSON LOYA		
	PO510121		Attorney Consultation Fees	010-6500-0-5845-00-5001-2700-000000-009-0350	231.75
				Sub total:	231.75
29 29054096		06/04/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,280.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	13,440.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,416.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	10,584.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,280.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	14,280.00
				Sub total:	81,280.00
29 29054097		06/04/2025	CHILDREN'S HEALTH COUNCIL		
	PO510263		NPS Placement Sand Hill	010-6500-0-5830-00-5760-1180-000000-009-0381	5,429.00
				Sub total:	5,429.00
29 29054098		06/04/2025	CHILDREN'S HEALTH COUNCIL		
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	11,473.20
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	11,040.20
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	7,889.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	4,454.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	6,833.20
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,918.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	10,638.91
				Sub total:	63,247.71
29 29054099		06/04/2025	CREATIVE LEARNING CENTER		
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,170.50
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	16,111.50
				Sub total:	24,282.00
29 29054100		06/04/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	8,080.00
				Sub total:	8,080.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054101	06/04/2025	FAGEN FRIEDMAN & FULFROST LLP		
	PO510246		SPED Legal Consultants	010-6500-0-5845-00-5001-2700-000000-009-0350	264.00
				Sub total:	264.00
29	29054102	06/04/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	14,355.00
				Sub total:	14,355.00
29	29054103	06/04/2025	O'MALLEY, KATE		
	PO510276		Coaching for TK teachers	010-0000-0-5885-00-1110-1000-000000-009-0204	2,450.00
				Sub total:	2,450.00
29	29054104	06/04/2025	PACIFIC AUTISM CENTER FOR		
	PO510169		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	11,306.00
				Sub total:	11,306.00
29	29054105	06/04/2025	PARENT GUARDIAN 6687		
	PO510188		Settlement Agreement	010-6500-0-5803-00-5761-1110-000000-009-0350	7,927.50
				Sub total:	7,927.50
29	29054106	06/04/2025	PEARSON EDUCATION		
	PO510156		SPED Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	36.00
	PO510156		SPED Protocols	010-9301-0-4310-00-5761-1110-000000-009-0355	54.00
				Sub total:	90.00
29	29054107	06/04/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,669.71
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,760.84
				Sub total:	101,430.55
29	29054108	06/04/2025	SPEECH THERAPY LINK INC		
	PO510154		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	44,160.00
				Sub total:	44,160.00
29	29054109	06/04/2025	THE STEPPING STONES GROUP LLC		
	PO510161		SpEd Contracted Staffing	010-6500-0-5830-00-5760-1110-000000-009-0350	24,796.09
				Sub total:	24,796.09
29	29054110	06/04/2025	THERAPY TRAVELERS LLC		
	PO510242		Contract Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	8,000.00
				Sub total:	8,000.00
29	29054111	06/04/2025	WEINGARTEN CHILDREN'S CENTER		
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	4,746.00
				Sub total:	4,746.00
29	29054112	06/04/2025	WELLDOM INC		
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	18,716.25
				Sub total:	18,716.25
29	29054113	06/05/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	3,834.40

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	4,499.20
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	402.50
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	920.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,200.60
				Sub total:	10,856.70
29	29054114	06/05/2025	CALIFORNIA DEPT. OF EDUCATION		
	PO510069		USDA COMMODITIES FOODS	130-5310-0-4710-00-0000-3700-000000-009-0540	510.90
				Sub total:	510.90
29	29054115	06/05/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,467.96
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	660.78
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	587.36
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	513.50
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	734.20
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	367.10
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,375.86
				Sub total:	5,706.76
29	29054116	06/05/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,338.08
				Sub total:	3,338.08
29	29054117	06/05/2025	FIVE STAR RESTAURANT SERVICES		
	PO510111		REFRIG REPAIRS	130-5310-0-5670-00-0000-3700-000000-009-0540	1,965.00
				Sub total:	1,965.00
29	29054118	06/05/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	2,536.90
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	6,574.80
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,068.96
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,175.17
				Sub total:	11,355.83
29	29054119	06/05/2025	IMPERIAL DADE WEST COAST		
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	1,541.23
	PO510133		PAPER ITEMS	130-5310-0-4390-00-0000-3700-000000-009-0540	1,885.68
				Sub total:	3,426.91
29	29054120	06/05/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	654.08
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,014.20
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,756.83
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	334.48
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	836.65
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	512.85
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	442.70
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	90.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	378.35
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	666.30
				Sub total:	6,686.84

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054121	06/09/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,303.50
				Sub total:	1,303.50
29	29054122	06/09/2025	DEMCO		
	PO520469		Paper Rack / Paper	010-0000-0-4310-00-1110-1000-000000-015-0101	1,525.53
	PO520469		Paper Rack / Paper	010-1100-0-4310-00-0000-2700-000000-015-0100	163.69
				Sub total:	1,689.22
29	29054123	06/09/2025	FEDEX		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	2.99
				Sub total:	2.99
29	29054124	06/09/2025	KELLY, CAMILLE		
	PO510280		Theater Manager for AUD rental	010-9120-0-5830-00-1110-1000-000000-014-0120	300.00
				Sub total:	300.00
29	29054125	06/09/2025	LEUNG, CHRISTY KWOK		
	PV500314		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	191.00
				Sub total:	191.00
29	29054126	06/09/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	70.06
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,915.70
				Sub total:	8,985.76
29	29054127	06/09/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	4,814.85
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	1,066.50
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	2,653.81
				Sub total:	8,535.16
29	29054128	06/09/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-0000-0-4310-00-1110-1000-000000-002-0101	205.77
				Sub total:	205.77
29	29054129	06/09/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	781.34
				Sub total:	781.34
29	29054130	06/09/2025	THERMA LLC		
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	6,925.00
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	6,412.00
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	12,885.00
	PO510297		Sewer pipe inspections	010-8150-0-5830-00-0000-8110-000000-009-0550	1,901.00
				Sub total:	28,123.00
29	29054131	06/09/2025	UNIVERSAL SITE SERVICES INC		
	PO510096		Vehicle Wash	010-8150-0-5611-00-0000-8200-000000-009-0550	600.00
				Sub total:	600.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054132	06/09/2025	ADRIAN SAN MILLAN SCHOOL		
	PO520518		IEE evaluation	010-6500-0-5830-00-5760-1180-000000-009-0381	3,000.00
				Sub total:	3,000.00
29	29054133	06/09/2025	BOGDANIC, PRISCILA		
	PO540185		SLS - DO Reclass Celebration	010-9552-0-4311-00-0000-2495-000000-009-0302	486.03
	PO540184		SLS GR - SPARC Event	010-9552-0-4311-00-0000-2495-000000-014-0302	40.44
				Sub total:	526.47
29	29054134	06/09/2025	CHILDREN'S HEALTH COUNCIL		
	PO510263		NPS Placement Sand Hill	010-6500-0-5830-00-5760-1180-000000-009-0381	6,260.00
				Sub total:	6,260.00
29	29054135	06/09/2025	DIAZ, TERESA		
	PO540183		CASBO Conference Meals/Parking	010-0000-0-5250-00-0000-7300-000000-009-0520	102.00
				Sub total:	102.00
29	29054136	06/09/2025	FIRST BOOK		
	PO520490		Books for Preschoolers	120-5210-0-4310-00-0001-1000-000000-009-0275	654.75
				Sub total:	654.75
29	29054137	06/09/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	16,936.00
				Sub total:	16,936.00
29	29054138	06/09/2025	JUNG, JANE		
	PO540187		SLS BB - Parent U	010-9552-0-4311-00-0000-2495-000000-002-0302	53.09
				Sub total:	53.09
29	29054139	06/09/2025	LOVE, CAROL		
	PO540195		Library Camp Registration	010-0000-0-9330-00-0000-0000-000000-000-0000	150.00
				Sub total:	150.00
29	29054140	06/09/2025	MOORTI, ANN		
	PO540186		SLS LN - Incoming K dinner	010-9552-0-4311-00-0000-2495-000000-005-0302	1,057.49
				Sub total:	1,057.49
29	29054141	06/09/2025	OLACIREGUI, CLAUDIA		
	PO540197		Site Events (3) reimbursement	010-9130-0-4310-00-1110-1000-000000-016-0130	743.09
				Sub total:	743.09
29	29054142	06/09/2025	OUTSIDE VOICES SPEECH THERAPY		
	PO510289		Contracted Svc for AAC	010-6500-0-5830-00-5761-1110-000000-009-0350	11,313.00
				Sub total:	11,313.00
29	29054143	06/09/2025	PARENT GUARDIAN 8646		
	PO540191		Reimbursement for IEE	010-6500-0-5803-00-5760-1110-000000-009-0350	4,800.00
				Sub total:	4,800.00
29	29054144	06/09/2025	POHLMAN, MEGAN		
	PO540190		Principal Reimbursement Events	010-1100-0-4310-00-1110-1000-000000-015-0100	1,202.11
				Sub total:	1,202.11

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054145	06/09/2025	ROSS, RANDI		
	PO540196		Library Camp Registration	010-0000-0-9330-00-0000-0000-000000-000-0000	150.00
				Sub total:	150.00
29	29054146	06/09/2025	RUELAS PONGO, NADIA		
	PO540192		CASBO Conference Meals/Parking	010-0000-0-5200-00-0000-7300-000000-009-0520	102.00
				Sub total:	102.00
29	29054147	06/09/2025	SANTA CLARA COE		
	PO540182		EMPLOYEE RECOGNITION	010-0000-0-5200-00-0000-7400-000000-009-0400	125.00
				Sub total:	125.00
29	29054148	06/09/2025	SCHWOOB, CHRISTI		
	PO540193		Colloquium Treats	010-0000-0-4311-00-1110-2140-000000-009-0200	58.64
				Sub total:	58.64
29	29054149	06/09/2025	SELVAGGIO, FRANK		
	PO540189		Reimbursement for PD treats	010-6500-0-4310-00-5761-1110-000000-009-0350	13.19
	PO540189		Reimbursement for PD treats	010-6500-0-4311-00-5761-1110-000000-009-0350	189.80
				Sub total:	202.99
29	29054150	06/09/2025	WALSH, COLLEEN		
	PO540194		Colloquium Treats	010-0000-0-4311-00-1110-2140-000000-009-0200	280.01
				Sub total:	280.01
29	29054151	06/09/2025	ZAVALA, RAFAEL		
	PO540188		Newcomer Class Materials	010-4201-0-4310-00-1110-1000-000000-009-0310	26.31
				Sub total:	26.31
29	29054152	06/10/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	623.23
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
				Sub total:	630.18
29	<29054152> Canceled	06/25/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570 <	623.23 >
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570 <	6.95 >
				Sub total: <	630.18 >
29	29054153	06/10/2025	BAY ALARM COMPANY		
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-002-0550	745.75
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-003-0550	1,090.78
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-004-0550	704.84
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-005-0550	800.55
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-006-0550	1,407.45
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-007-0550	1,039.85
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-009-0550	1,219.38
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-015-0550	894.22
	PO510184		Burglar Alarms	010-8150-0-5521-00-0000-8200-000000-016-0550	697.79
				Sub total:	8,600.61

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054154	06/10/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,430.42
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,151.51
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	755.97
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	151.20
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	626.89
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	2,275.18
				Sub total:	6,391.17
29	29054155	06/10/2025	CAROLINA BIOLOGICAL SUPPLY		
	PO520031		Preserved Frogs for Dissection	010-9512-0-4310-00-1110-1000-000000-014-0236	1,777.65
				Sub total:	1,777.65
29	29054156	06/10/2025	CDW Govenment		
	PO520539		Replenishment of phones	010-9590-0-4310-00-1110-1000-000000-009-0570	480.15
	PO520573		Chromebooks & Software	010-9590-0-5829-00-1110-1000-000000-009-0572	29,750.00
				Sub total:	30,230.15
29	29054157	06/10/2025	GOOGLE LLC		
	PO510080		Open PO for Google SAS	010-9590-0-5846-00-1110-1000-000000-009-0570	366.81
				Sub total:	366.81
29	29054158	06/10/2025	LINDEN TREE		
	PO510272		Books for Student Library	010-9120-0-4310-00-1110-1000-000000-014-0120	390.86
	PO510272		Books for Student Library	010-9120-0-4310-00-1110-1000-000000-014-0120	333.76
				Sub total:	724.62
29	29054159	06/10/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	582.78
				Sub total:	582.78
29	29054160	06/10/2025	O'MALLEY, KATE		
	PO510266		Early Education Coaching	120-6105-0-5830-00-0001-1000-000000-009-0275	5,575.00
				Sub total:	5,575.00
29	29054161	06/10/2025	PEGASUS PRODUCTS GROUP LLC		
	PO510035		Music Uniforms	010-9131-0-4310-00-1110-1000-000000-011-0131	1,126.28
				Sub total:	1,126.28
29	29054162	06/10/2025	PLAYWORKS EDUCATION ENERGIZED		
	PO520165		In-person services, games	010-0000-0-5830-00-1110-1000-000000-003-0685	15,500.00
	PO520328		Playworks 24-25 SY	010-0001-0-5830-00-1110-1000-000000-016-0214	2,000.00
	PO520328		Playworks 24-25 SY	010-9130-0-5830-00-1110-1000-000000-016-0130	18,000.00
				Sub total:	35,500.00
29	29054163	06/10/2025	SCHMAHL SCIENCE WORKSHOPS		
	PO520384		Science Workshops	120-6105-0-5830-00-0001-1000-000000-009-0275	875.00
				Sub total:	875.00
29	29054164	06/10/2025	SOUND AND SIGNAL INC		
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	292.55

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510091		Monitoring	010-8150-0-5521-00-0000-8200-000000-009-0550	1,188.00
				Sub total:	1,480.55
29	29054165	06/10/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	686.23
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,403.07
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,472.90
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	205.85
				Sub total:	3,768.05
29	29054166	06/10/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	3,071.41
				Sub total:	3,071.41
29	29054167	06/10/2025	VENTRIS LEARNING LLC		
	PO520560		Teacher Manuals	010-1100-0-4310-00-1110-1000-000000-007-0100	328.46
				Sub total:	328.46
29	29054168	06/10/2025	VERIZON		
	PO510104		Tablet Hotspot - Buses	010-0000-0-5832-00-0000-3600-000000-009-0560	385.11
				Sub total:	385.11
29	29054169	06/10/2025	B&H PHOTO-VIDEO		
	PO530048		CRITTENDEN LAB ORDER REVISED	212-9703-0-4310-00-0000-8500-000000-011-0772	756.16
	PO530048		CRITTENDEN LAB ORDER REVISED	212-9703-0-4310-00-0000-8500-000000-011-0772	468.87-
				Sub total:	287.29
29	29054170	06/10/2025	CIS INC		
	PO530027		IOR MONTA LOMA FENCING	212-9703-0-6135-00-0000-8500-000000-006-0731	310.00
				Sub total:	310.00
29	29054171	06/10/2025	E.F. BRETT AND COMPANY INC		
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-006-0733	2,850.00
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-008-0733	1,425.00
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-011-0733	82,411.74
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-011-0733	272,416.82
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-014-0733	82,441.95
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-014-0733	397,972.10
				Sub total:	839,517.61
29	29054172	06/10/2025	PALADIN TECHNOLOGY USA INC		
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-001-0711	22,544.94
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-002-0711	19,505.07
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-003-0711	15,351.90
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-004-0711	18,071.46
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-005-0711	16,564.83
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-006-0711	17,657.52
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-007-0711	14,981.10
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-008-0711	20,942.46
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-011-0711	28,397.52
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-014-0711	41,214.71

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-015-0711	19,315.74
	PO330035		DESIGN BUILD ACCESS CONTROL	212-9702-0-6230-00-0000-8500-000000-016-0711	17,026.14
				Sub total:	251,573.39
29	29054173	06/10/2025	PETER INGRAM CONSULTING		
	PO530040		STAFF HOUSING COORDINATION	400-0000-0-5830-00-0000-8200-000000-777-0780	4,638.76
				Sub total:	4,638.76
29	29054174	06/10/2025	R & H WHOLESALE SUPPLY INC		
	PO530046		FENCING PROJECT AT MONTA LOMA	212-9703-0-6138-00-0000-8500-000000-006-0731	19,845.18
	PO530045		ADDL LOCKS - MONTA LOMA	212-9703-0-6230-00-0000-8500-000000-006-0711	20,614.14
				Sub total:	40,459.32
29	29054175	06/10/2025	TRI COUNTIES BANK		
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-006-0733	150.00
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-008-0733	75.00
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-011-0733	14,337.73
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-011-0733	4,337.46
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-014-0733	20,945.90
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-014-0733	4,339.05
				Sub total:	44,185.14
29	29054176	06/10/2025	ZAYO GROUP LLC		
	PO530051		Staff housing connection	400-0000-0-5816-00-0000-8200-000000-777-0780	739.49
				Sub total:	739.49
29	29054177	06/11/2025	BAY AREA FLOOR MACHINE		
	PO510082		Supplies	010-8150-0-4380-00-0000-8200-000000-009-0550	1,460.92
				Sub total:	1,460.92
29	29054178	06/11/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	755.97
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	755.97
				Sub total:	1,511.94
29	29054179	06/11/2025	CALIFORNIA WATER SERVICE		
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	93.67
				Sub total:	93.67
29	29054180	06/11/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO520543		bus transportation for FT	010-0000-0-5805-00-1110-1000-000000-005-0102	890.73
				Sub total:	890.73
29	29054181	06/11/2025	CDW Govenment		
	PO520539		Replenishment of phones	010-9590-0-4310-00-1110-1000-000000-009-0570	1,680.53
	PO510150		Open PO for software renewals	010-9590-0-5846-00-0000-2420-000000-009-0580	3,800.00
				Sub total:	5,480.53
29	29054182	06/11/2025	CITY OF MOUNTAIN VIEW FAAP		
	PO510090		Alarm Calls	010-8150-0-5521-00-0000-8200-000000-008-0550	250.00
				Sub total:	250.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054183	06/11/2025	DANNIS WOLIVER KELLEY		
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	2,176.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	3,667.21
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	300.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	152.00
	PO510294		Attorney services	010-0000-0-5845-00-0000-7100-000000-009-0600	171.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	37,337.04
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	270.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	35,627.50
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	5,124.00
	PO510256		LEGAL FEES 2024-25	010-0000-0-5845-00-0000-7400-000000-009-0400	10,292.69
				Sub total:	95,117.44
29	29054184	06/11/2025	FOLLETT CONTENT SOLUTIONS		
	PO520505		Books for the Library	010-1100-0-4211-00-0000-2420-000000-008-0103	1,329.92
				Sub total:	1,329.92
29	29054185	06/11/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO520504		Books to update CMS Library	010-1100-0-4211-00-0000-2420-000000-011-0103	1,465.54
				Sub total:	1,465.54
29	29054186	06/11/2025	KELLY, CAMILLE		
	PO510280		Theater Manager for AUD rental	010-0000-0-5830-00-1110-4900-000000-009-0510	380.00
	PO510280		Theater Manager for AUD rental	010-0000-0-5830-00-1110-4900-000000-009-0510	500.00
				Sub total:	880.00
29	29054187	06/11/2025	MEDICAL BILLING TECHNOLOGIES		
	PO540198		Medical Billing Fees	010-9301-0-5830-00-0000-2700-000000-009-0355	18,120.00
				Sub total:	18,120.00
29	29054188	06/11/2025	MOBILE MODULAR MGMT CORP		
	PO520186		PORTABLE RENTAL AT LANDELS	010-0000-0-5652-00-0000-8700-000000-009-0510	2,035.50
				Sub total:	2,035.50
29	29054189	06/11/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	1,408.18
				Sub total:	1,408.18
29	29054190	06/11/2025	SOUTHWEST SCHOOL SUPPLY		
	PO510001		Classroom supplies	010-0000-0-4310-00-1110-1000-000000-002-0101	266.72
				Sub total:	266.72
29	29054191	06/11/2025	THE HOME DEPOT PRO		
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	8,260.39
	PO510087		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	74.14
				Sub total:	8,334.53
29	29054192	06/11/2025	UNITED CALIFORNIA GLASS & DOOR		
	PO510305		Glass and door systems vendor	010-8150-0-5830-00-0000-8110-000000-009-0550	2,182.00
				Sub total:	2,182.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054193	06/11/2025	XEROX CORPORATION		
	PO510118		XEROX CLICK CHARGES 24-25	400-9777-0-5610-00-0000-8200-000000-777-0780	144.26
				Sub total:	144.26
29	29054194	06/12/2025	KAISER FOUNDATION		
	PV500315		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	2,809.57
	PV500315		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	3,091.59
	PV500315		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	481,649.92
	PV500315		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	72,613.93
				Sub total:	560,165.01
29	29054195	06/12/2025	UHS PREMIUM BILLING		
	PV500316		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	6,203.95
	PV500316		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	267.80
	PV500316		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	325,663.26
	PV500316		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	44,479.04
				Sub total:	376,614.05
29	29054196	06/13/2025	AMAZON CAPITAL SERVICES		
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	89.42
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	898.70
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	107.14
	PO520455		Snacks for Lexia	010-0001-0-4310-00-1110-1000-000000-008-0214	420.50
	PO520499		Wireless translation Set	010-0001-0-4410-00-1110-1000-000000-004-0214	472.91
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	631.33
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-0000-2700-000000-008-0100	152.85
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	558.09
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	1,697.47
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	809.93
	PO510007		2024-2025 Open PO	010-1100-0-4310-00-1110-1000-000000-007-0100	349.82
	PO510007		2024-2025 Open PO	010-1100-0-4310-00-1110-1000-000000-007-0100	563.46
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	65.46
	PO510176		TK misc consumables	010-6300-0-4310-00-1110-1000-000000-009-0205	672.10
	PO510295		Snacks using Antibias Grant	010-6318-0-4311-00-1110-1000-000000-009-0686	847.58
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	934.06
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	1,096.85
	PO510015		DHH Orders	010-6500-0-4310-00-5767-1110-000000-009-0350	85.45
	PO510046		Amazon General Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	364.11
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	812.55
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	104.36
	PO510310		PE Equipment	010-9130-0-4310-00-1110-1000-000000-005-0130	428.78
	PO520486		Balls/Board games ARIS activit	010-9130-0-4310-00-1110-1000-000000-011-0130	373.68
	PO510025		Open PO-Athletic Department	010-9512-0-4310-00-1110-4200-000000-011-0237	90.84
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	76.28-
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	551.52
	PO510189		Instructional Materials	120-5210-0-4310-00-0001-1000-000000-009-0271	348.64
	PO510142		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	1,099.04
	PO510143		Classroom/Office Supplies	120-9509-0-4310-00-0001-1000-000000-009-0275	143.76
				Sub total:	14,694.12
29	29054197	06/16/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-016-0503	454.99

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-016-0503	13,099.79
				Sub total:	13,554.78
29	29054198	06/17/2025	CARDUCCI & ASSOCIATES INC		
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-002-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-003-0734	825.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-004-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-005-0734	1,650.00
	PO430035		AE FOR MONTA LOMA FENCING	212-9702-0-6115-00-0000-8500-000000-006-0731	5,040.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-006-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-007-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-008-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-011-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-014-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-015-0734	1,650.00
	PO130016		AE FOR OUTDOOR LEARNING AREAS	212-9702-0-6115-00-0000-8500-000000-016-0734	825.00
				Sub total:	21,540.00
29	29054199	06/17/2025	DREILING TERRONES ARCHITECTURE		
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-002-0735	16.87
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-004-0735	16.87
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-005-0735	16.87
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-006-0733	1,152.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-006-0735	16.87
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-008-0733	1,152.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-008-0735	16.87
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-011-0733	1,152.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-011-0735	16.89
	PO330059		AE SVCS FOR HVAC PHASE 5	212-9702-0-6215-00-0000-8500-000000-014-0733	1,152.50
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-014-0735	16.89
	PO230032		AE SVCS FOR WINDOW REPLACEMENT	212-9702-0-6215-00-0000-8500-000000-016-0735	16.87
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-002-0716	13,928.95
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-004-0716	11,771.59
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-005-0716	11,771.59
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-008-0716	5,975.17
	PO530020		AE - RESTROOM MOD THEUERKAUF	212-9703-0-6215-00-0000-8500-000000-008-0718	262.50
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-011-0716	19,678.43
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-014-0716	8,227.36
	PO530031		AE SVCS ROOFING PROJECT	212-9703-0-6215-00-0000-8500-000000-016-0716	12,636.91
	PO330046		AE SVCS FOR DO MOD	400-9731-0-6215-00-0000-8500-000000-001-0708	137.50
				Sub total:	89,135.00
29	29054200	06/17/2025	GREYSTONE WEST COMPANY		
	PO230001		CM/PM SVCS -PARK RESTROOMS	212-9702-0-6227-00-0000-8500-000000-003-0738	103.92
	PO230001		CM/PM SVCS -PARK RESTROOMS	212-9702-0-6227-00-0000-8500-000000-004-0738	211.33
	PO230001		CM/PM SVCS -PARK RESTROOMS	212-9702-0-6227-00-0000-8500-000000-005-0738	211.33
	PO230001		CM/PM SVCS -PARK RESTROOMS	212-9702-0-6227-00-0000-8500-000000-016-0738	103.92
	PV500317		CM ADDITIONAL SERVICE FEES	212-9702-0-6228-00-0000-8500-000000-007-0734	6.25
	PV500317		CM ADDITIONAL SERVICE FEES	212-9702-0-6228-00-0000-8500-000000-009-0700	562.50
	PV500317		CM ADDITIONAL SERVICE FEES	212-9702-0-6228-00-0000-8500-000000-009-0700	6.25
	PV500317		CM ADDITIONAL SERVICE FEES	212-9702-0-6228-00-0000-8500-000000-009-0780	516.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-002-0716	19,682.00
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-004-0716	19,682.00
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-005-0716	19,682.00
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-006-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-007-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-008-0740	196.55
	PO530049		CM/PM SVCS - ROOFING PHASE 1	212-9703-0-6227-00-0000-8500-000000-011-0716	19,682.00
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-011-0740	196.70
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-014-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-015-0740	196.55
	PO530050		CM/PM SVCS - BOTTLE FILLERS	212-9703-0-6227-00-0000-8500-000000-016-0740	196.55
	PV500317		CM ADDITIONAL SERVICE FEES	212-9703-0-6228-00-0000-8500-000000-002-0716	411.96
	PV500317		CM ADDITIONAL SERVICE FEES	212-9703-0-6228-00-0000-8500-000000-004-0716	411.96
	PV500317		CM ADDITIONAL SERVICE FEES	212-9703-0-6228-00-0000-8500-000000-005-0716	411.96
	PV500317		CM ADDITIONAL SERVICE FEES	212-9703-0-6228-00-0000-8500-000000-011-0716	411.96
				Sub total:	83,473.34
29	29054201	06/17/2025	PALISADE BUILDERS INC		
	PO430016		CONSTRUCTION STAFF HOUSING	212-9702-0-6245-00-0000-8500-000000-009-0780	951,614.15
				Sub total:	951,614.15
29	29054202	06/17/2025	U.S. BANK		
	PO530052		BANK FEES FOR COP REPAY ESCROW	212-9703-0-5822-00-0000-9100-000000-009-0700	850.00
				Sub total:	850.00
29	29054203	06/17/2025	ZAYO GROUP LLC		
	PO530051		Staff housing connection	400-0000-0-5816-00-0000-8200-000000-777-0780	616.24
				Sub total:	616.24
29	29054204	06/18/2025	U.S. BANK CORPORATE PAYMENT		
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7400-000000-009-0400	518.00
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7400-000000-009-0400	819.43
	PV500318		TOLLS	010-0000-0-4332-00-0000-3900-000000-009-0561	8.00
	PV500318		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0600	115.00
	PV500318		STATE,COUNTY,CITY FEES/PERMITS	010-0000-0-5873-00-0000-3600-000000-009-0560	8.25
	PV500318		STATE,COUNTY,CITY FEES/PERMITS	010-0000-0-5873-00-0000-3600-000000-009-0560	275.90
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-0000-2700-000000-003-0100	67.93
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-0000-2700-000000-003-0100	391.55
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-0000-2700-000000-003-0100	17.01
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-0000-2700-000000-003-0100	57.00
	PV500318		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	572.91
	PV500318		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	136.62
	PV500318		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	80.00
	PV500318		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	174.83
	PV500318		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	134.10
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-6500-0-4310-00-5761-1110-000000-009-0350	1,069.70
	PV500318		CLASSROOM/OFFICE SUPPLIES	010-9120-0-4310-00-1110-1000-000000-014-0120	128.45
	PV500318		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-003-0302	399.54
	PV500318		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-003-0302	177.82
	PV500318		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-003-0302	518.95
	PV500319		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-008-0302	377.67

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV500319		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-008-0302	86.13
	PV500319		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-0000-2495-000000-008-0302	116.49
	PV500318		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	35.43
	PV500318		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0580	39.00
	PV500318		CLASSROOM/OFFICE SUPPLIES	120-6105-0-4310-00-0001-1000-000000-009-0275	56.32
				Sub total:	6,382.03
29 29054205		06/18/2025	AMAZON CAPITAL SERVICES		
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	1,662.94
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	34.12
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	166.65
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	28.36
	PO510178		Newcomer Team - Supplies	010-4201-0-4310-00-0000-2700-000000-009-0310	254.39
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	204.22
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	17.45-
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	17.45-
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	17.45-
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	346.70
	PO520474		SLS DO - Reclass Ceremony	010-9552-0-4310-00-0000-2495-000000-009-0302	100.06
	PO520491		SLS ST - Parent Workshop	010-9552-0-4310-00-0000-2495-000000-015-0302	43.36
				Sub total:	2,788.45
29 29054206		06/18/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO520544		Bus Transportation for FT	010-0000-0-5805-00-1110-1000-000000-005-0102	1,574.66
				Sub total:	1,574.66
29 29054207		06/18/2025	CDW Govenment		
	PO520573		Chromebooks & Software	010-9590-0-4310-00-1110-1000-000000-009-0572	7,038.56
	PO520573		Chromebooks & Software	010-9590-0-5829-00-1110-1000-000000-009-0572	60.00
				Sub total:	7,098.56
29 29054208		06/18/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	271.88
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	152.75
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	87.29
				Sub total:	511.92
29 29054209		06/18/2025	CORODATA SHREDDING INC		
	PO510067		2024-2025 shredding services	010-8150-0-5816-00-0000-8200-000000-009-0550	588.39
				Sub total:	588.39
29 29054210		06/18/2025	OFFICE DEPOT		
	PO510175		Office supplies	010-0000-0-4310-00-0000-7100-000000-009-0600	118.80
				Sub total:	118.80
29 29054211		06/18/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,983.44
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	8,254.99
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	3,034.89
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,810.97
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	957.76
				Sub total:	16,042.05

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054212	06/18/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	368.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	4,262.40
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,200.00
				Sub total:	5,830.40
29	29054213	06/18/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,424.76
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	362.40
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	1,351.68
				Sub total:	3,138.84
29	29054214	06/18/2025	NEW YORK PIZZA INC		
	PO510183		FRESH PIZZA ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	19,624.00
				Sub total:	19,624.00
29	29054215	06/18/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	177.30
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	369.40
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	1,435.93
				Sub total:	1,982.63
29	29054216	06/20/2025	AMAZON CAPITAL SERVICES		
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	1,098.61
	PO510055		Amazon Blanket for Acct 120	010-9120-0-4310-00-1110-1000-000000-014-0120	371.28
	PO520470		Heat Press for Design Thinking	010-9201-0-4310-00-1110-1000-000000-014-0901	316.70
				Sub total:	1,786.59
29	29054217	06/20/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-003-0503	1,446.64
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-016-0503	281.90
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-016-0503	646.29
				Sub total:	2,374.83
29	29054218	06/20/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-002-0503	161.26
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-004-0503	691.07
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-005-0503	143.02
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-006-0503	174.91
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-007-0503	438.59
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-008-0503	121.85
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-011-0503	183.47
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-011-0503	1,729.20
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-014-0503	1,403.54
				Sub total:	5,046.91
29	29054219	06/20/2025	AT&T MOBILITY		
	PO510312		Work Cell Phone for BTB/ELOP	010-2600-0-5932-00-1110-1000-000000-009-0234	42.33
	PO510312		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-003-0234	42.73
	PO510312		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-005-0234	42.73

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510312		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-006-0234	42.73
	PO510312		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-008-0234	42.73
	PO510312		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-011-0234	42.73
				Sub total:	255.98
29	29054220	06/20/2025	BROWN, MICHAEL		
	PO540206		PE Equipment for GR students	010-9136-0-4310-00-1110-1000-000000-014-0136	289.98
				Sub total:	289.98
29	29054221	06/20/2025	DONAHUE, SARAH		
	PO540205		Library Camp Registration	010-0000-0-9330-00-0000-0000-000000-000-0000	300.00
				Sub total:	300.00
29	29054222	06/20/2025	FIRST STUDENT INC		
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	54,073.55
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	66,695.60
				Sub total:	120,769.15
29	29054223	06/20/2025	LIBUIT, HALEY		
	PO540201		Mileage Reimbursement 5/2025	010-9590-0-5210-00-0000-2140-000000-009-0570	61.39
				Sub total:	61.39
29	29054224	06/20/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	178.97
				Sub total:	178.97
29	29054225	06/20/2025	OLACIREGUI, CLAUDIA		
	PO540199		Site events (2) Reimbursement	010-9120-0-4310-00-0000-2700-000000-016-0120	356.31
	PO540200		MOT appreciation breakfast	010-9130-0-4310-00-1110-1000-000000-016-0130	88.24
				Sub total:	444.55
29	29054226	06/20/2025	POHLMAN, MEGAN		
	PO540202		MPohlman Reimbursement	010-1100-0-4310-00-0000-2700-000000-015-0100	126.02
	PO540207		REIMBURSEMENT FOR MPOHLMAN	010-9130-0-4311-00-1110-1000-000000-015-0130	390.67
				Sub total:	516.69
29	29054227	06/20/2025	QUESNAL-OUEINI, CLAIRE		
	PO540204		Library Camp Registration	010-0000-0-9330-00-0000-0000-000000-000-0000	75.00
				Sub total:	75.00
29	29054228	06/20/2025	RATNAM, GAYATRI		
	PO540203		Library Camp Registration	010-0000-0-9330-00-0000-0000-000000-000-0000	150.00
				Sub total:	150.00
29	29054229	06/20/2025	SANTA CLARA COE		
	PO510288		Inclusion Collaborative TK PD	010-0000-0-5250-00-1110-1000-000000-009-0204	4,500.00
				Sub total:	4,500.00
29	29054230	06/20/2025	CERRI BOSKOVICH & ALLARD LLP		
	PO540208		SETTLEMENT AGREEMENT	010-0000-0-5803-00-0000-7400-000000-009-0503	1,600,000.00
				Sub total:	1,600,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054231	06/23/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	15,960.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	17,640.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	13,230.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	17,640.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	17,880.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	17,640.00
				Sub total:	99,990.00
29	29054232	06/23/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	8,080.00
				Sub total:	8,080.00
29	29054233	06/23/2025	ENABLING DEVICES		
	PO520577		Student LI Order/Device	010-6500-0-4310-00-5767-1110-000000-009-0350	135.90
				Sub total:	135.90
29	29054234	06/23/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	3,103.00
				Sub total:	3,103.00
29	29054235	06/23/2025	PACIFIC AUTISM CENTER FOR		
	PO510169		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,759.50
				Sub total:	13,759.50
29	29054236	06/23/2025	PEARSON EDUCATION		
	PO510156		SPED Protocols	010-9301-0-4310-00-5761-1110-000000-009-0355	18.25
				Sub total:	18.25
29	29054237	06/23/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,305.90
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	51,861.41
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,347.16
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	54,308.03
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	40,129.96
				Sub total:	246,952.46
29	29054238	06/23/2025	SALINAS TRANSPORT LLC		
	PO520530		Emissions Testing for Buses	010-0000-0-5670-00-0000-3600-000000-009-0560	390.00
	PO520530		Emissions Testing for Buses	010-0000-0-5670-00-0000-3600-000000-009-0560	150.00
	PO520530		Emissions Testing for Buses	010-0000-0-5670-00-0000-3600-000000-009-0560	240.00
	PO520530		Emissions Testing for Buses	010-0000-0-5670-00-0000-3600-000000-009-0560	150.00
				Sub total:	930.00
29	29054239	06/23/2025	SPEECH THERAPY LINK INC		
	PO510154		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	52,800.00
	PO510154		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	7,680.00
				Sub total:	60,480.00
29	29054240	06/23/2025	THERAPY TRAVELERS LLC		
	PO510242		Contract Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	12,000.00
				Sub total:	12,000.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054241	06/23/2025	WELLDOM INC		
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	4,495.00
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	22,475.00
	PO510125		SpEd Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	21,351.25
				Sub total:	48,321.25
29	29054242	06/23/2025	AG LINK INC		
	PO510108		PRODUCE FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	5,991.08
				Sub total:	5,991.08
29	29054243	06/23/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,676.00
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	1,200.60
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	947.20
				Sub total:	3,823.80
29	29054244	06/23/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	202.62-
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	510.96
				Sub total:	308.34
29	29054245	06/23/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,636.86
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,105.60
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,591.68
				Sub total:	4,334.14
29	29054246	06/23/2025	ECOLAB PEST ELIMINATION		
	PO510255		PEST CONTROL ALL SITES	130-5310-0-5830-00-0000-3700-000000-009-0540	751.54
				Sub total:	751.54
29	29054247	06/23/2025	GOLD STAR FOODS		
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,476.02-
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	854.10
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	289.50
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,704.22
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,800.45
	PO510132		FOOD TIEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	5,330.90
				Sub total:	12,503.15
29	29054248	06/23/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	463.15
				Sub total:	463.15
29	29054249	06/23/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,544.17
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	621.16
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,449.04
				Sub total:	3,614.37
29	29054250	06/24/2025	CLEARY CONSULTANTS INC		
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-003-0738	277.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-004-0738	553.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-005-0738	553.00
	PO530033		GEOTEC TEST PARK RESTROOM	212-9703-0-6280-00-0000-8500-000000-016-0738	277.00
				Sub total:	1,660.00
29 29054251		06/24/2025	E.F. BRETT AND COMPANY INC		
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-001-0735	8,253.62
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-002-0735	80,809.41
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-003-0735	3,984.77
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-004-0735	64,406.67
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-005-0735	72,755.52
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-006-0735	52,066.36
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-007-0735	31,956.55
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-008-0735	59,097.11
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-011-0735	176,811.65
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-014-0735	98,735.68
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-015-0735	25,166.60
	PO330049		WINDOW PROJECT PHASE 1	212-9702-0-6230-00-0000-8500-000000-016-0735	60,567.12
				Sub total:	734,611.06
29 29054252		06/24/2025	ORBACH HUFF & HENDERSON LLP		
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	2,168.10
	PO530000		Legal Rep - CAPITAL PROJECTS	212-9702-0-5845-00-0000-8500-000000-009-0700	13,469.20
				Sub total:	15,637.30
29 29054253		06/25/2025	APPLE INC		
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	6.95
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	97.23
				Sub total:	104.18
29 29054254		06/25/2025	BAILEY FENCE COMPANY INC		
	PO520533		Fence Repair at ML	010-8150-0-5670-00-0000-8110-000000-009-0550	9,014.00
				Sub total:	9,014.00
29 29054255		06/25/2025	BAY AREA FLOOR MACHINE		
	PO510082		Supplies	010-8150-0-4380-00-0000-8200-000000-009-0550	203.14
				Sub total:	203.14
29 29054256		06/25/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	159.29
				Sub total:	159.29
29 29054257		06/25/2025	CDW Govenment		
	PO520573		Chromebooks & Software	010-9590-0-4310-00-1110-1000-000000-009-0572	462,198.94
	PO520573		Chromebooks & Software	010-9590-0-5829-00-1110-1000-000000-009-0572	3,940.00
				Sub total:	466,138.94
29 29054258		06/25/2025	CEREBELLUM CORP.		
	PO520564		Supplies for Behavioral Needs	010-0001-0-4310-00-1110-1000-000000-006-0214	76.33
				Sub total:	76.33
29 29054259		06/25/2025	CERTIFIX LIVE SCAN		
	PO510170		CERTIFIX 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	117.00
				Sub total:	117.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054260	06/25/2025	CONSOLIDATED ELECTRICAL		
	PO510307		Electrical distributor, parts	010-8150-0-6234-00-0000-8500-000000-009-0550	589.28
	PO510307		Electrical distributor, parts	010-8150-0-6234-00-0000-8500-000000-009-0550	5,630.85
				Sub total:	6,220.13
29	29054261	06/25/2025	DEPT OF JUSTICE		
	PO510185		DEPT OF JUSTICE - FP 24-25	010-0000-0-5838-00-0000-7400-000000-009-0400	450.00
				Sub total:	450.00
29	29054262	06/25/2025	ENVIRONMENTAL VOLUNTEERS INC		
	PO510245		4th/5th gr science program	010-9512-0-5830-00-1110-1000-000000-009-0224	8,894.00
				Sub total:	8,894.00
29	29054263	06/25/2025	FEDEX		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	94.45
				Sub total:	94.45
29	29054264	06/25/2025	FIRST STUDENT INC		
	PO520418		4th Grade FT Bussing	010-0000-0-5805-00-1110-1000-000000-007-0102	1,631.27
				Sub total:	1,631.27
29	29054265	06/25/2025	HODGES BADGE COMPANY INC		
	PO520492		SLS DO - Reclassification	010-9552-0-4310-00-0000-2495-000000-009-0302	1,178.67
				Sub total:	1,178.67
29	29054266	06/25/2025	JACK SCHREDER & ASSOCIATES INC		
	PO510198		Consulting Fees	010-0000-0-5825-00-0000-7300-000000-009-0500	1,156.25
				Sub total:	1,156.25
29	29054267	06/25/2025	KELLY, CAMILLE		
	PO510280		Theater Manager for AUD rental	010-0000-0-5830-00-1110-4900-000000-009-0510	340.00
				Sub total:	340.00
29	29054268	06/25/2025	Occupational Health Centers of		
	PO510076		Drug Testing /Physicals	010-8150-0-5876-00-0000-8110-000000-009-0550	109.00
				Sub total:	109.00
29	29054269	06/25/2025	PLANET ORANGE		
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	86.00
				Sub total:	86.00
29	29054270	06/25/2025	PLAYWORKS EDUCATION ENERGIZED		
	PO510258		on-site leadership program	010-1100-0-5830-00-1110-1000-000000-005-0100	8,000.00
				Sub total:	8,000.00
29	29054271	06/25/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,509.47
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,261.30
				Sub total:	16,770.77
29	29054272	06/25/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	1,860.00
				Sub total:	1,860.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054273	06/25/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-0000-0-5608-00-0000-3600-000000-009-0560	3,113.79
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	13,079.20
				Sub total:	16,192.99
29	29054274	06/25/2025	UNITED CALIFORNIA GLASS & DOOR		
	PO510305		Glass and door systems vendor	010-8150-0-5830-00-0000-8110-000000-009-0550	947.82
				Sub total:	947.82
29	29054275	06/25/2025	VALLEY OIL COMPANY		
	PO510210		Fuel for Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	1,932.66
				Sub total:	1,932.66
29	29054276	06/25/2025	WHEELEHAN SCHOOL BUSINESS		
	PO510275		Consulting Services Jul-Sep'24	010-0000-0-5825-00-0000-7300-000000-009-0500	2,975.00
				Sub total:	2,975.00
29	29054277	06/25/2025	AMAZON CAPITAL SERVICES		
	PO510199		Classroom / Office Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	3,472.41
	PO520464		Instructional Materials	010-1100-0-4410-00-1110-1000-000000-006-0100	2,673.56
	PO510282		Program Supplies BTB GR	010-2600-0-4310-00-1110-1000-000000-009-0234	1,583.23
	PO510222		Program Supplies BTB ML	010-6010-0-4310-00-1110-1000-000000-006-0234	284.31
	PO510223		Program Supplies BTB TH	010-6010-0-4310-00-1110-1000-000000-008-0234	241.59
	PO510227		Program Supplies BTB CR	010-6010-0-4310-00-1110-1000-000000-011-0234	37.53
				Sub total:	8,292.63
29	29054278	06/25/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	259.45
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	2,059.10
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	60.73
				Sub total:	2,379.28
29	29054279	06/25/2025	CALIFORNIA WATER SERVICE		
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	662.52
	PO510155		Utilities Water at Imai 24-25	010-0000-0-5555-00-0000-8200-000000-004-0503	938.77
				Sub total:	1,601.29
29	29054280	06/25/2025	CANOPY		
	PO520392		Greening project trees at Bubb	010-8150-0-6130-00-0000-8500-000000-009-0550	19,949.73
				Sub total:	19,949.73
29	29054281	06/25/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510093		HVAC Service	010-8150-0-5608-00-0000-8110-000000-009-0550	2,608.45
	PO510314		HVAC repair/maintenance	010-8150-0-5608-00-0000-8110-000000-009-0550	8,423.54
	PO510314		HVAC repair/maintenance	010-8150-0-5608-00-0000-8110-000000-009-0550	2,018.25
				Sub total:	13,050.24
29	29054282	06/25/2025	FOLLETT CONTENT SOLUTIONS LLC		
	PO520504		Books to update CMS Library	010-1100-0-4211-00-0000-2420-000000-011-0103	222.29
				Sub total:	222.29

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054283	06/25/2025	IMAGINEERZ LEARNING LLC		
	PO520579		ELOP Summer	010-2600-0-9330-00-1110-1000-000000-009-0217	20,000.00
				Sub total:	20,000.00
29	29054284	06/25/2025	LANGUAGE LINE SERVICES INC		
	PO510273		Parent Teacher Conference Week	010-0001-0-5830-00-1110-1000-000000-004-0214	15.52
	PO510027		On demand Interpretation 24-25	010-0001-0-5830-00-1110-1000-000000-011-0214	64.99
	PO510269		Interpretation services	010-1100-0-5830-00-1110-1000-000000-005-0100	127.07
	PO510018		Translation Services	010-1100-0-5830-00-1110-1000-000000-014-0100	177.51
	PO510261		Interpretation Services	010-6500-0-5830-00-5760-1110-000000-009-0350	26.69
				Sub total:	411.78
29	29054285	06/25/2025	ORBACH HUFF & HENDERSON LLP		
	PO510229		Legal services 2024-25	010-0000-0-5845-00-0000-7300-000000-009-0500	7,539.80
				Sub total:	7,539.80
29	29054286	06/25/2025	PACIFIC OFFICE AUTOMATION		
	PO510014		Blanket PO Riso click charges	010-1100-0-4310-00-1110-1000-000000-002-0100	6.53
	PO510028		Riso 2024-2025 Click Charges	010-1100-0-4310-00-1110-1000-000000-011-0100	7.87
	PO510032		PACIFIC OFFICE AUTOMATION	010-1100-0-4310-00-1110-1000-000000-016-0100	15.02
	PO510017		Pacific Automat. RISO clicks	010-1100-0-5830-00-1110-1000-000000-014-0100	21.04
	PO510017		Pacific Automat. RISO clicks	010-1100-0-5830-00-1110-1000-000000-014-0100	61.72
				Sub total:	112.18
29	29054287	06/25/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,660.92
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	9,422.06
				Sub total:	18,082.98
29	29054288	06/25/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-8150-0-5608-00-0000-8200-000000-009-0550	10,232.30
				Sub total:	10,232.30
29	29054289	06/25/2025	UNITED CALIFORNIA GLASS & DOOR		
	PO510305		Glass and door systems vendor	010-8150-0-5830-00-0000-8110-000000-009-0550	1,820.00
				Sub total:	1,820.00
29	29054290	06/25/2025	UNIVERSAL SITE SERVICES INC		
	PO510096		Vehicle Wash	010-8150-0-5611-00-0000-8200-000000-009-0550	600.00
				Sub total:	600.00
29	29054291	06/26/2025	ACHIEVE KIDS NPS		
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	12,521.00
	PO510249		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	10,145.00
				Sub total:	22,666.00
29	29054292	06/26/2025	APPLE INC		
	PO520562		Apple device for SPED low Inci	010-6500-0-4310-00-5767-1110-000000-009-0350	363.02
	PO520566		Apple device for SPED low Inci	010-6500-0-4310-00-5767-1110-000000-009-0350	363.02
	PO520524		Application for iPad	010-6500-0-4310-00-5767-1110-000000-009-0350	327.36

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO520563		App for AAC device	010-6500-0-5846-00-5767-1110-000000-009-0350	327.36
	PO520565		App for AAC device	010-6500-0-5846-00-5767-1110-000000-009-0350	163.68
	PO510107		Open PO for parts	010-9590-0-4310-00-1110-1000-000000-009-0570	110.43
				Sub total:	1,654.87
29 29054293		06/26/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	16,800.00
				Sub total:	16,800.00
29 29054294		06/26/2025	BONAMI BAKING COMPANY INC		
	PO510129		FRESH BAKERY ITEMS FOR MENU	130-5310-0-4710-00-0000-3700-000000-009-0540	592.00
				Sub total:	592.00
29 29054295		06/26/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	141.69
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	190.50
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	190.50
				Sub total:	522.69
29 29054296		06/26/2025	CHILDREN'S HEALTH COUNCIL		
	PO510263		NPS Placement Sand Hill	010-6500-0-5830-00-5760-1180-000000-009-0381	543.00
				Sub total:	543.00
29 29054297		06/26/2025	CHILDREN'S HEALTH COUNCIL		
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,001.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	477.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,434.80
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	12,613.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	11,176.60
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	13,231.00
	PO510243		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	8,981.00
				Sub total:	67,915.60
29 29054298		06/26/2025	CREATIVE LEARNING CENTER		
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	18,618.00
	PO510267		NPS student placement	010-6500-0-5830-00-5760-1180-000000-009-0381	9,898.50
				Sub total:	28,516.50
29 29054299		06/26/2025	ENVIRONMENTAL SYSTEMS INC		
	PO510314		HVAC repair/maintenance	010-8150-0-5608-00-0000-8110-000000-009-0550	17,785.00
				Sub total:	17,785.00
29 29054300		06/26/2025	FEDEX		
	PO510081		Open PO for shipping	010-9590-0-5850-00-0000-7200-000000-009-0570	9.35
				Sub total:	9.35
29 29054301		06/26/2025	FIRST STUDENT INC		
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	42,320.35
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	1,607.40
	PO510292		Alternative Transportation Svc	010-6500-0-5808-00-5761-3600-000000-009-0562	45,420.10
				Sub total:	89,347.85

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054302	06/26/2025	KILLROY PEST CONTROL INC		
	PO510316		Pest Management Service	010-8150-0-5830-00-0000-8110-000000-009-0550	1,561.00
				Sub total:	1,561.00
29	29054303	06/26/2025	MRC		
	PO510118		XEROX CLICK CHARGES 24-25	010-6500-0-4310-00-5730-1110-000000-009-0350	350.00
				Sub total:	350.00
29	29054304	06/26/2025	PARENT GUARDIAN 7876		
	PO540003		Transportation Parent Reimburs	010-6500-0-5808-00-5761-3600-000000-009-0562	735.00
				Sub total:	735.00
29	29054305	06/26/2025	PARENT GUARDIAN 8418		
	PO510214		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,890.00
				Sub total:	1,890.00
29	29054306	06/26/2025	PARENT GUARDIAN 8486		
	PO510215		Parent Reimbursement - transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	2,010.00
				Sub total:	2,010.00
29	29054307	06/26/2025	PARENT GUARDIAN 8487		
	PO510216		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,920.00
				Sub total:	1,920.00
29	29054308	06/26/2025	PARENT GUARDIAN 8488		
	PO510217		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,890.00
				Sub total:	1,890.00
29	29054309	06/26/2025	PARENT GUARDIAN 8489		
	PO510213		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	1,065.00
				Sub total:	1,065.00
29	29054310	06/26/2025	PARENT GUARDIAN 8498		
	PO510228		Parent Reimbursement transpo	010-6500-0-5808-00-5761-3600-000000-009-0562	2,010.00
				Sub total:	2,010.00
29	29054311	06/26/2025	PLANET ORANGE		
	PO510075		Monthly Pest Service	010-8150-0-5830-00-0000-8110-000000-009-0550	225.00
				Sub total:	225.00
29	29054312	06/26/2025	WEINGARTEN CHILDREN'S CENTER		
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	2,168.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	7,086.00
	PO510241		NPS Placements	010-6500-0-5830-00-5760-1180-000000-009-0381	384.00
				Sub total:	9,638.00
29	29054313	06/26/2025	AMERICAN FIDELITY ASSURANCE CO		
	PV500322		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	76.99
				Sub total:	76.99
29	29054314	06/26/2025	COLONIAL LIFE		
	PV500320		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	299.55

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV500321		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	2,211.34
	PV500320		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	522.23
	PV500321		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	5,452.70
				Sub total:	8,485.82
29 29054315		06/26/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-002-0503	4,571.75
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-005-0503	140.95
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-005-0503	7,459.33
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	5,017.98
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-006-0503	2,782.76
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-007-0503	3,277.91
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	95.25
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	1,335.78
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-008-0503	4,592.73
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	8,682.05
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	190.50
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	5,350.98
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-009-0503	14,805.52
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-014-0503	14,070.62
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-015-0503	1,526.53
				Sub total:	73,900.64
29 29054316		06/26/2025	OFFICE DEPOT		
	PO510039		2024-2025 supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	241.69
	PO510000		Classroom Supplies	010-0000-0-4310-00-1110-1000-000000-002-0101	295.72
	PO510219		Teachers Supplies	010-0000-0-4310-00-1110-1000-000000-008-0101	2,235.75
	PO510058		Office Depot Blanket PO 24-25	010-1100-0-4310-00-0000-2700-000000-014-0100	1,846.47
	PO510202		Office Depot open PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	395.15
	PO510182		Open PO - School Supplies	010-1100-0-4310-00-1110-1000-000000-004-0100	832.59
	PO510023		office and classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	321.71
	PO510219		Teachers Supplies	010-1100-0-4310-00-1110-1000-000000-008-0100	300.00
	PO510201		office supplies for BTB	010-2600-0-4310-00-1110-1000-000000-009-0234	58.93
	PO510201		office supplies for BTB	010-6010-0-4310-00-1110-1000-000000-011-0234	124.47
	PO510157		SPED Mis Order	010-6500-0-4310-00-5761-1110-000000-009-0350	270.27
	PO510144		Classroom/Office Supplies	120-6105-0-4310-00-0001-1000-000000-009-0275	437.35
	PO510112		OFFICE ITEMS ALL SITES	130-5310-0-4310-00-0000-3700-000000-009-0540	864.42
				Sub total:	8,224.52
29 29054317		06/26/2025	E.F. BRETT AND COMPANY INC		
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-006-0733	717,855.15
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-008-0733	669,509.65
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-011-0733	443,061.19
	PO530035		HVAC PHASE 4 & 5 CONSTRUCTION	212-9703-0-6264-00-0000-8500-000000-014-0733	334,475.05
				Sub total:	2,164,901.04
29 29054318		06/26/2025	KEYANALYTICS		
	PO530009		KEYANALYTICS MONTHLY SVCS FEES	212-9702-0-5830-00-0000-8500-000000-009-0700	13,500.00
				Sub total:	13,500.00
29 29054319		06/26/2025	SILICON VALLEY PAVING INC		
	PO530026		FENCING PROJECT MONTA LOMA	212-9703-0-6138-00-0000-8500-000000-006-0731	74,959.58
				Sub total:	74,959.58

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054320	06/26/2025	TRI COUNTIES BANK		
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-006-0733	37,781.85
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-008-0733	35,237.35
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-011-0733	23,319.01
	PO530037		HVAC PHASE 4 & 5 CONST ESCROW	212-9703-0-6264-00-0000-8500-000000-014-0733	17,603.95
				Sub total:	113,942.16
29	29054321	06/27/2025	RODAN BUILDERS INC		
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-003-0738	19,217.08
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-004-0738	24,578.40
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-005-0738	7,624.70
	PO530023		SITEWORK PARK RESTROOM PROJECT	212-9703-0-6245-00-0000-8500-000000-016-0738	19,217.07
				Sub total:	70,637.25
29	29054322	06/27/2025	S & H CONSTRUCTION INC		
	PO330045		ELECTRICAL UPGRADE THEUERKAUF	212-9703-0-6234-00-0000-8500-000000-008-0742	54,910.00
				Sub total:	54,910.00
29	29054323	06/27/2025	SILICON VALLEY PAVING INC		
	PO530026		FENCING PROJECT MONTA LOMA	212-9703-0-6138-00-0000-8500-000000-006-0731	27,771.09
				Sub total:	27,771.09
29	29054324	06/30/2025	XEROX CORPORATION		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	59.06
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	51.03
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	309.03
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	57.53
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-4310-00-0000-7550-000000-009-0504	49.29
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	395.61
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	135.49
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	2,497.52-
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.26
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	387.69
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	24.92
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	340.27
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	142.93
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	139.70
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	347.45
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-0000-2700-000000-003-0100	203.90
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-0000-2700-000000-003-0100	80.14
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	140.40
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-002-0100	240.39
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	234.65
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-004-0100	142.60
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	308.88
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-005-0100	67.69
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	160.91
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	20.68
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-006-0100	136.69
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	225.86
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-007-0100	66.84
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	238.83
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	74.91
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	214.06
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	257.67
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	418.95
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-011-0100	33.66
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	424.24
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-014-0100	455.86
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-015-0100	139.37
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-015-0100	201.84
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	150.03
	PO510118		XEROX CLICK CHARGES 24-25	010-1100-0-4310-00-1110-1000-000000-016-0100	142.21
	PO510118		XEROX CLICK CHARGES 24-25	010-6500-0-4310-00-5730-1110-000000-009-0350	792.87
	PO510118		XEROX CLICK CHARGES 24-25	010-8150-0-4310-00-0000-8200-000000-009-0550	2.85
	PO510118		XEROX CLICK CHARGES 24-25	120-6105-0-4310-00-0001-1000-000000-009-0275	164.24
				Sub total:	10,649.28
29 29054325		06/30/2025	XEROX FINANCIAL SERVICES		
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	29.22
	PO510118		XEROX CLICK CHARGES 24-25	010-0000-0-5610-00-0000-7550-000000-009-0504	39.41
				Sub total:	68.63
29 29054326		06/30/2025	CITY OF MOUNTAIN VIEW		
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-011-0503	19,664.68
	PO510238		Utilities 2024-25	010-0000-0-5555-00-0000-8200-000000-011-0503	643.52
				Sub total:	20,308.20

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054327	06/30/2025	PACIFIC GAS AND ELECTRIC CO		
	PO510226		Utilities 2024-25 FY	010-0000-0-5501-00-0000-8200-000000-003-0503	230.56
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-002-0503	2,951.67
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-004-0503	4,388.45
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-005-0503	117.63
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	905.27
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-006-0503	1,077.47
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-007-0503	518.16
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-008-0503	1,283.12
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-009-0503	534.82
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	1,799.39
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-011-0503	10,680.94
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	4,060.44
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-014-0503	1,067.36
	PO510226		Utilities 2024-25 FY	010-0000-0-5502-00-0000-8200-000000-015-0503	8,061.42
				Sub total:	37,676.70
29	29054328	06/30/2025	AMAZON CAPITAL SERVICES		
	PO510311		Health and Wellness purchases	010-0000-0-4310-00-0000-2110-000000-009-0229	4,536.98
	PO510284		Misc Ed Svc supplies	010-0000-0-4310-00-0000-2700-000000-009-0200	83.09
	PO510038		2024-2025 purchase of supplies	010-0000-0-4310-00-0000-7300-000000-009-0500	202.98
	PO510290		classroom supplies	010-0000-0-4310-00-1110-1000-000000-005-0101	716.99
	PO510296		Amazon Open PO	010-0000-0-4310-00-1110-1000-000000-015-0101	800.95
	PO520542		For SED or English Learners	010-0001-0-4310-00-1110-1000-000000-008-0214	624.88
	PO520499		Wireless translation Set	010-0001-0-4410-00-1110-1000-000000-004-0214	143.02
	PO520551		LIBRARY BOOKS	010-1100-0-4310-00-0000-2420-000000-015-0103	586.14
	PO510181		Open PO for school supplies	010-1100-0-4310-00-0000-2700-000000-004-0100	2,207.53
	PO510061		CR Open PO for 24/25	010-1100-0-4310-00-0000-2700-000000-011-0100	1,872.28
	PO510006		Amazon Classrooms supplies	010-1100-0-4310-00-1110-1000-000000-002-0100	197.58-
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	22.22
	PO510208		Open Amazon PO 24-25	010-1100-0-4310-00-1110-1000-000000-003-0100	678.55
	PO510022		classroom supplies	010-1100-0-4310-00-1110-1000-000000-005-0100	1,993.33
	PO510007		2024-2025 Open PO	010-1100-0-4310-00-1110-1000-000000-007-0100	308.13
	PO510139		AMAZON SY 24-25	010-1100-0-4310-00-1110-1000-000000-008-0100	4,915.30
	PO510012		2024-2025 ST Amazon orders	010-1100-0-4310-00-1110-1000-000000-015-0100	729.38
	PO510178		Newcomer Team - Supplies	010-4201-0-4310-00-0000-2700-000000-009-0310	68.97-
	PO510221		Program Supplies BTB LN	010-6010-0-4310-00-1110-1000-000000-005-0234	839.11
	PO510222		Program Supplies BTB ML	010-6010-0-4310-00-1110-1000-000000-006-0234	159.01
	PO510227		Program Supplies BTB CR	010-6010-0-4310-00-1110-1000-000000-011-0234	10.90
	PO510176		TK misc consumables	010-6300-0-4310-00-1110-1000-000000-009-0205	67.74
	PO510163		Open PO for Preschool	010-6500-0-4310-00-5730-1110-000000-009-0350	1,227.90
	PO510162		DO SPED Ordering	010-6500-0-4310-00-5761-1110-000000-009-0350	267.26
	PO510015		DHH Orders	010-6500-0-4310-00-5767-1110-000000-009-0350	138.36
	PO520516		Laminator for SPED Preschool	010-6500-0-4410-00-5730-1110-000000-009-0350	629.37
	PO510046		Amazon General Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	297.33
	PO510291		Amazon	010-9120-0-4310-00-1110-1000-000000-015-0120	1,969.24
	PO510066		AMAZON - OFFICE	010-9130-0-4310-00-0000-2700-000000-016-0130	443.40
	PO510006		Amazon Classrooms supplies	010-9130-0-4310-00-1110-1000-000000-002-0130	722.10
	PO510310		PE Equipment	010-9130-0-4310-00-1110-1000-000000-005-0130	123.16
	PO520521		Amazon items for Counselors	010-9130-0-4310-00-1110-1000-000000-011-0130	132.33

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO520522		Parent/teacher Communications	010-9130-0-4310-00-1110-1000-000000-011-0130	436.25
	PO510013		2024-2025 ST AMAZON ORDERS	010-9130-0-4310-00-1110-1000-000000-015-0130	835.46
	PO510065		AMAZON	010-9130-0-4310-00-1110-1000-000000-016-0130	402.14
	PO520569		SLS CA - HealthAndWellnessFair	010-9552-0-4310-00-0000-2495-000000-003-0302	570.77
	PO520527		SLS DO - Mck-V attendance	010-9552-0-4310-00-0000-2495-000000-009-0302	1,453.35
	PO510148		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	17.88
	PO510189		Instructional Materials	120-5210-0-4310-00-0001-1000-000000-009-0271	1,641.16
	PO510143		Classroom/Office Supplies	120-9509-0-4310-00-0001-1000-000000-009-0275	163.36
				Sub total:	32,702.78
29 29054329		06/30/2025	U.S. BANK CORPORATE PAYMENT		
	PV500323		TOLLS	010-0000-0-4332-00-0000-3900-000000-009-0561	31.90
	PV500323		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	242.27
	PV500323		FOOD SUPPLY MEETINGS	010-1100-0-4311-00-0000-2700-000000-003-0100	72.93
	PV500324		PROFESSIONAL DEVELOPMENT	010-1100-0-5250-00-1110-1000-000000-014-0100	840.00
	PV500323		CLASSROOM/OFFICE SUPPLIES	010-2600-0-4310-00-1110-1000-000000-009-0234	52.34
	PV500323		CLASSROOM/OFFICE SUPPLIES	010-2600-0-4310-00-1110-1000-000000-009-0234	69.60
	PV500323		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-009-0234	54.29
	PV500323		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-009-0234	54.29
	PV500323		FOOD SUPPLY MEETINGS	010-2600-0-4311-00-1110-1000-000000-014-0234	21.72
	PV500323		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-003-0234	65.15
	PV500323		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-005-0234	43.43
	PV500323		FOOD SUPPLY MEETINGS	010-6010-0-4311-00-1110-1000-000000-006-0234	54.29
	PV500323		FOOD SUPPLY MEETINGS	010-9120-0-4311-00-1110-1000-000000-014-0120	106.07
	PV500323		PROFESSIONAL DEVELOPMENT	010-9130-0-5250-00-1110-1000-000000-004-0130	350.00
	PV500323		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-1110-1000-000000-003-0302	160.93
	PV500323		FOOD SUPPLY MEETINGS	010-9552-0-4311-00-1110-1000-000000-003-0302	148.34
	PV500323		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	26.07
	PV500323		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0580	39.00
				Sub total:	2,432.62
29 29054330		06/30/2025	BOGDANIC, PRISCILA		
	PO540214		DELAC - Food for EOY mtgn	010-0000-0-4311-00-0000-2495-000000-009-0300	347.02
	PO540213		SLS GR - SPARC Event	010-9552-0-4311-00-0000-2495-000000-014-0302	47.81
				Sub total:	394.83
29 29054331		06/30/2025	CHURROS EL GUERO		
	PO540217		SLS CA - Parent Eng. Event	010-9552-0-5830-00-0000-2495-000000-003-0302	1,000.00
				Sub total:	1,000.00
29 29054332		06/30/2025	HAUSMAN, SHELLY		
	PO540218		Trustee Board Mtg Dinner 6/12	010-0000-0-4311-00-0000-7100-000000-009-0610	131.45
				Sub total:	131.45
29 29054333		06/30/2025	LESCANO, NATALIE		
	PO540212		SLS GR - Field Trip Food	010-9552-0-4311-00-0000-2495-000000-014-0302	420.00
				Sub total:	420.00
29 29054334		06/30/2025	NGUYEN, CYNDEE		
	PO540220		Reimbursement TK/K welcome evt	010-0000-0-4311-00-0000-2700-000000-009-0200	167.04
				Sub total:	167.04

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054335	06/30/2025	OLACIREGUI, CLAUDIA		
	PO540215		SLS MI - ELAC	010-9552-0-4311-00-0000-2495-000000-016-0302	82.00
				Sub total:	82.00
29	29054336	06/30/2025	PROTECTED INS PROGRAM FOR		
	PO540219		OVERPAYMENT CLAIM 638852 refun	010-0000-0-5455-00-0000-7400-000000-009-0425	91.49
				Sub total:	91.49
29	29054337	06/30/2025	REDKO, OLGA		
	PO540210		Field trip entrance tickets	120-9010-0-4369-00-0001-1000-000000-009-0270	60.00
				Sub total:	60.00
29	29054338	06/30/2025	RIOS PACHECO, EDUARDO		
	PO540209		Mck-V Mileage Reimb.	010-3010-0-5210-00-0000-2495-000000-009-0252	20.30
				Sub total:	20.30
29	29054339	06/30/2025	SBASIA		
	PO540221		Deductible payment	010-0000-0-5455-00-0000-7600-000000-009-0503	10,000.00
				Sub total:	10,000.00
29	29054340	06/30/2025	STUTZBACH, ALISA		
	PO540211		PD Library Camp	010-0000-0-5200-00-0000-2420-000000-009-0204	150.00
				Sub total:	150.00
29	29054341	06/30/2025	AMAZON CAPITAL SERVICES		
	PO510138		Early Lit Open PO	010-0000-0-4310-00-1110-1000-000000-009-0228	33.82
				Sub total:	33.82
29	29054342	06/30/2025	AT&T		
	PO510204		Phone Service	010-8150-0-5930-00-0000-8200-000000-009-0550	3,889.98
				Sub total:	3,889.98
29	29054343	06/30/2025	BAILEY FENCE COMPANY INC		
	PO520533		Fence Repair at ML	010-8150-0-5670-00-0000-8110-000000-009-0550	1,047.00
				Sub total:	1,047.00
29	29054344	06/30/2025	BAY AREA FLOOR MACHINE		
	PO510082		Supplies	010-8150-0-4380-00-0000-8200-000000-009-0550	3,860.18
				Sub total:	3,860.18
29	29054345	06/30/2025	BRADY INDUSTRIES		
	PO510212		Custodial Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	415.38
				Sub total:	415.38
29	29054346	06/30/2025	CENTRAL COMPUTERS INC		
	PO510079		Open PO for supplies	010-9590-0-4310-00-1110-1000-000000-009-0570	260.96
				Sub total:	260.96
29	29054347	06/30/2025	CONSOLIDATED ELECTRICAL		
	PO510307		Electrical distributor, parts	010-8150-0-6234-00-0000-8500-000000-009-0550	9,336.74
				Sub total:	9,336.74

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054348	06/30/2025	CRYSTAL CREAMERY INC		
	PO510130		MILK FOR ALL SITES	130-5310-0-4710-00-0000-3700-000000-009-0540	474.72
				Sub total:	474.72
29	29054349	06/30/2025	DANIELSEN COMPANY		
	PO510131		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,426.20
				Sub total:	1,426.20
29	29054350	06/30/2025	OFFICE DEPOT		
	PO510054		2024-2025 ST OFFICE DEPOT	010-1100-0-4310-00-1110-1000-000000-015-0100	1,512.77
				Sub total:	1,512.77
29	29054351	06/30/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	177.33
				Sub total:	177.33
29	29054352	06/30/2025	SAN FRANCISCO ELEVATOR SERVICE		
	PO510100		Elevator Maintenance	010-8150-0-5670-00-0000-8200-000000-009-0550	4,800.00
				Sub total:	4,800.00
29	29054353	06/30/2025	SILICON VALLEY PERFORMANCE		
	PO510211		Vehicle Repair	010-6500-0-5608-00-5001-3600-000000-009-0562	5,010.01
				Sub total:	5,010.01
29	29054354	06/30/2025	VERIZON		
	PO510104		Tablet Hotspot - Buses	010-0000-0-5832-00-0000-3600-000000-009-0560	770.22
				Sub total:	770.22
29	29054355	06/30/2025	B43PRODUCTIONS		
	PO520547		Marketing School Videos	010-0000-0-5830-00-0000-7100-000000-009-0620	1,000.00
				Sub total:	1,000.00
29	29054356	06/30/2025	BMR HEALTH SERVICES INC		
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	3,360.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	3,528.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	3,376.80
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	3,360.00
	PO510151		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	3,576.00
				Sub total:	17,200.80
29	29054357	06/30/2025	CAMPBELL UNION SCHOOL DISTRICT		
	PO540173		4 Field Trips outside transprt	010-0000-0-5805-00-1110-1000-000000-004-0102	962.31
				Sub total:	962.31
29	29054358	06/30/2025	EDTHEORY LLC		
	PO510127		SpEd Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	7,272.00
				Sub total:	7,272.00
29	29054359	06/30/2025	HOME DEPOT CREDIT SERVICES		
	PO510085		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	1,479.30

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510085		Parts & Supplies	400-0000-0-4410-00-0000-8200-000000-777-0780	15,402.98
				Sub total:	16,882.28
29	29054360	06/30/2025	HOPSKIPDRIVE INC		
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	25.16-
	PO510302		Transportation - McK-V	010-3010-0-5808-00-0000-3600-000000-009-0252	3,085.81
				Sub total:	3,060.65
29	29054361	06/30/2025	KILLROY PEST CONTROL INC		
	PO510316		Pest Management Service	010-8150-0-5830-00-0000-8110-000000-009-0550	1,925.00
				Sub total:	1,925.00
29	29054362	06/30/2025	OPEN MIND SCHOOL		
	PO510279		Agreement for SPED placement	010-6500-0-5803-00-5761-1110-000000-009-0350	6,431.00
				Sub total:	6,431.00
29	29054363	06/30/2025	PACIFIC PRODUCE		
	PO510134		PRODUCE	130-5310-0-4710-00-0000-3700-000000-009-0540	155.90
				Sub total:	155.90
29	29054364	06/30/2025	PARENT GUARDIAN 8460		
	PO510146		Settlement Parent Reimb.	010-6500-0-5803-00-5761-1110-000000-009-0350	265.00
				Sub total:	265.00
29	29054365	06/30/2025	RO HEALTH INC		
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,604.51
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	182.79-
	PO510207		MVWSD+ aide personnel	010-2600-0-5830-00-1110-1000-000000-009-0219	8,242.29
				Sub total:	16,664.01
29	29054366	06/30/2025	SOCIAL AND ENVIRONMENTAL		
	PO520548		After School Math Games/Fluenc	010-0001-0-4310-00-1110-1000-000000-008-0214	1,495.00
	PO520548		After School Math Games/Fluenc	010-0001-0-4310-00-1110-1000-000000-008-0214	136.42
	PO520548		After School Math Games/Fluenc	010-0001-0-9512-00-0000-0000-000000-000-0000	136.42-
				Sub total:	1,495.00
29	29054367	06/30/2025	SYSCO- SAN FRANCISCO		
	PO510135		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	471.88
				Sub total:	471.88
29	29054368	06/30/2025	YMCA OF SILICON VALLEY		
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	10,032.00
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	2,133.50
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	15,226.00
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	2,877.00
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	11,199.00
	PO510120		After school Program	010-2600-0-5830-00-1110-1000-000000-009-0219	1,860.00
				Sub total:	43,327.50
29	98077033	06/03/2025	TESTING ENGINEERS INC		
	PO330056		TESTING LAB ELECTRICAL UPGRADE	212-9702-0-6265-00-0000-8500-000000-008-0742	700.00
				Sub total:	700.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 98077124		06/05/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	566.32
29 98077188		06/09/2025	CUSTOMINK LLC		
	PO520546		Stickers to label books	120-5210-0-4310-00-0001-1000-000000-009-0275	556.54
				Sub total:	556.54
29 98077189		06/09/2025	E3 DIAGNOSTICS		
	PO520511		AUDIOMETRY EQPMT CALIBRATION	010-0000-0-5830-00-0000-7400-000000-009-0400	1,120.00
				Sub total:	1,120.00
29 98077190		06/09/2025	SCHOLASTIC INC		
	PO520554		SED or English Learners	010-0001-0-4310-00-1110-1000-000000-008-0214	3,960.16
				Sub total:	3,960.16
29 98077211		06/10/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	378.99
				Sub total:	378.99
29 98077212		06/10/2025	KELLY SPICERS STORES		
	PO520512		Paper for CMS use	010-1100-0-4310-00-1110-1000-000000-011-0100	436.50
				Sub total:	436.50
29 98077252		06/11/2025	CINTAS FIRE 636525		
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	998.52
				Sub total:	998.52
29 98077433		06/18/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	283.16
29 98077511		06/23/2025	VESTIS		
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
	PO510114		TOWEL & APRON SERVICE	130-5310-0-5830-00-0000-3700-000000-009-0540	283.16
				Sub total:	566.32
29 98077563		06/25/2025	CINTAS FIRE 636525		
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	6,845.74
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	840.63
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	784.80
				Sub total:	8,471.17
29 98077564		06/25/2025	FUN AND FUNCTION		
	PO520567		Sensory/Calming Supplies	010-0001-0-4310-00-1110-1000-000000-006-0214	2,289.52
	PO520567		Sensory/Calming Supplies	010-1100-0-4310-00-1110-1000-000000-006-0100	1,171.22
				Sub total:	3,460.74
29 98077565		06/25/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	315.94

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	659.39
				Sub total:	975.33
29 98077566		06/25/2025	CINTAS FIRE 636525		
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	916.97
				Sub total:	916.97
29 98077567		06/25/2025	GRAINGER		
	PO510084		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	556.27
				Sub total:	556.27
29 98077598		06/26/2025	CINTAS FIRE 636525		
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	841.18
				Sub total:	841.18
29 98077599		06/26/2025	TESTING ENGINEERS INC		
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-003-0738	270.00
	PO530034		DSA INSPECTION PARK RESTROOM	212-9703-0-6265-00-0000-8500-000000-016-0738	270.00
				Sub total:	540.00
29 98077709		06/30/2025	CINTAS FIRE 636525		
	PO510099		Fire Extinguisher Inspections	010-8150-0-5611-00-0000-8110-000000-009-0550	1,055.61
				Sub total:	1,055.61

Total Warrants Issued:	11,412,000.02
Total Warrants Canceled:	1,275.79
Total Warrants (Issued - Canceled):	11,410,724.23

District?	29
Effective Year?	Not specified
Effective QTR?	Not specified
Compute Totals Rule?	N/A
Record Type?	All record types
Cancel Option?	Exclude canceled warrants
Summary Option?	District totals only
One employee per Page?	No
Include terminated employees?	Yes
SSN masking?	9
Pay line detail?	No pay-line detail/summary
Deduction detail?	No deduction detail/summary
Account detail?	No account detail/summary
Print position summary?	No
Selected Pay Codes?	
Selected Pay Locations?	
Selected DI/SSN?	
Selected Name From?	
To?	

EMPLOYEE ID / DATE PAID	EMPLOYEE NAME / PER END	WARRANT/ST	GROSS / FED TXB / ST TXB	NTX-GR / FED IMP / ST IMP	O-TIME / CAR / EIC	OASDI-GR / MEDI-GR / OASDI-ER	OASDI / MEDI / MEDI-ER	SDI-GR / SDI / SB	FIT / SIT / CLC	STRS / STRS-TS / STRS-ER	PERS / PERS-TS / PERS-ER	DED / TSA / GLI-8999	NET	T / O

District Totals 29 MOUNTAIN VIEW WHISMAN SD

GROSS	OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS
2144830.88	22747.46	1403722.23	2104949.72	905725.51	217857.55	61734.02	78516.02

TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS
1909710.61	0.00	87030.74	30522.08	10868.70	81649.47	61734.02	78516.02

NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET
43959.56	50910.67	1923577.83-	0.00	0.00	0.00	238.50	3449319.46

TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR
1909710.61	0.00	0.00	0.00	0.00	0.00

TAX-PAID-CLC	MEDI+ GROSS	MEDI+
0.00	0.00	0.00

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: (•) **Tenth of Month** ( ) **End of Month** ( ) **Manual**

Payroll Issue Date: June 10, 2025

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ 10,511.82 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: _____

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 6/4/2025

Revised 09/01/2018

PAYNAME: TENTH PAY DATE: 06/10/2025 END DATE: 05/31/2025
Lock Enabled on Payname. By: A708 Date: 06/04 Time: 10:21

PAYROLL DATA YEAR: 2025
PAY NAME: TENTH

RUN TYPE: PRE-LIST

DATE PAID: 06/10/2025

CHECK SORT: REGULAR

CANCEL APD: NO
IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
TENREG	MO	REG	PAY	05/31/2025	11	NO	12	12	NO	01 02 11 12 05
TENSUP	MO	SUP	PAY	05/31/2025	11	NO	12	12	NO	01 02 11 12 05 98 99
T11R07	AN	REG	PAY	05/31/2025	11	NO	11	11	NO	01 02 11 12
T10B06	MO	REG	PAY	05/31/2025	11	YES	10	10	NO	01 02 11 12 98 99
T10R06	MO	REG	PAY	05/31/2025	11	YES	10	10	NO	01 02 11 12
T10SUP	MO	SUP	PAY	05/31/2025	11	NO	10	10	NO	01 02 11 12 98 99
T11B07	MO	REG	PAY	05/31/2025	11	NO	11	11	NO	01 02 11 12 98 99
T10B07	MO	REG	PAY	05/31/2025	11	NO	10	10	NO	01 02 11 12 98 99
T10R07	MO	REG	PAY	05/31/2025	11	NO	10	10	NO	01 02 11 12 98 99

PAYNAME: TENTH DISTRICT TOTALS PAY DATE: 06/10/2025 END DATE: 05/31/2025

Lock Enabled on Payname. By: A708 Date: 06/04 Time: 10:21

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	0	GETTING PAID FIRST TIME	0		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	10	STARTING APD CHECKING NEXT MONTH	0	RET SYSTEM 2/4 OPTION: X	%7.000
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
	-----	GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	10				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	922.67	NML	0.00	NML	0.00	NML	0.00	NML	922.67
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
ADJ NML	922.67*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	922.67*
DEGN	-35.43	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	-35.43
ARR	6,000.00	ARR	0.00	ARR	380.00	ARR	380.00	ARR	6,380.00
HR	0.00	HR	0.00	HR	971.36	HR	971.36	HR	971.36
MISC	2,000.00	MISC	0.00	MISC	0.00	MISC	0.00	MISC	2,000.00
OT	0.00	OT	0.00	OT	273.22	OT	273.22	OT	273.22
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	273.22*	TOTAL OT	273.22*	TOTAL OT	273.22*
NON-NML	7,964.57*	NON-NML	0.00*	NON-NML	1,624.58*	NON-NML	1,624.58*	NON-NML	9,589.15*
TOTAL	8,887.24**	TOTAL	0.00**	TOTAL	1,624.58**	TOTAL	1,624.58**	TOTAL	10,511.82**

TOTAL NUMBER HOURS WORKED: 49.50 TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
10,511.82	0.00	0.00	0.00	731.91	9,779.91	543.45	0.00

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
388.75	0.00	2,027.25	125.68	10,547.25	152.93	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	13.93	0.00	8,520.00	693.10	422.63	38.81	0.00

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR
8,555.17	0.00	0.00	0.00	0.00	0.00	0.00

STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	9,779.91	648.20	44.90	0.00	35.00-	73.81	0.00

STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
8,080.00	440.00	0.00	500.04-	922.67	0.00	8,000.00	640.00

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: ○ **Tenth of Month** ◉ **End of Month** ○ **Manual**

Payroll Issue Date: June 30, 2025

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ 2,134,319.06 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: _____

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 6/24/2025

Revised 09/01/2018

PAYNAME: EOM PAY DATE: 06/30/2025 END DATE: 06/30/2025
Lock Enabled on Payname. By: A708 Date: 06/24 Time: 09:35

PAYROLL DATA YEAR: 2025
PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 06/30/2025

CHECK SORT: REGULAR

CANCEL APD: NO
IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
EOMREG	MO	REG	PAY	06/30/2025	12	YES	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	06/30/2025	12	YES	12	12	NO	01 02 11 12 99 98
E10B07	MO	REG	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12
E11B07	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12
E10R07	MO	REG	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12
E11R07	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12
E11R08	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12
E10NB7	MO	REG	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12
E11NB7	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12 05

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 06/30/2025 END DATE: 06/30/2025

Lock Enabled on Payname. By: A708 Date: 06/24 Time: 09:35

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	59	GETTING PAID FIRST TIME	2		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	678	STARTING APD CHECKING NEXT MONTH	0	RET SYSTEM 2/4 OPTION: X	%7.000
APD TO SAVINGS	13	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
	-----	GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	750				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	1,597,957.34	NML	0.00	NML	0.00	NML	0.00	NML	1,597,957.34
ADJ	-37,560.14	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-37,560.14
ADJ NML	1,560,397.20*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	1,560,397.20*
MISC	11,897.90	MISC	0.00	MISC	0.00	MISC	0.00	MISC	11,897.90
HR	0.00	HR	0.00	HR	129,468.01	HR	129,468.01	HR	129,468.01
SUB	0.00	SUB	100,120.00	SUB	10,595.00	SUB	110,715.00	SUB	110,715.00
1522	0.00	1522	290.00	1522	480.64	1522	770.64	1522	770.64
CSAP	155,189.60	CSAP	0.00	CSAP	0.00	CSAP	0.00	CSAP	155,189.60
ARR	-9,108.97	ARR	1,500.00	ARR	33,839.05	ARR	35,339.05	ARR	26,230.08
BNUS	28,000.00	BNUS	0.00	BNUS	0.00	BNUS	0.00	BNUS	28,000.00
DEGN	11,037.69	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	11,037.69
LOGN	6,167.36	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	6,167.36
NIT	3,784.63	NIT	0.00	NIT	0.00	NIT	0.00	NIT	3,784.63
INTR	1,200.00	INTR	0.00	INTR	0.00	INTR	0.00	INTR	1,200.00
CELL	3,778.85	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,778.85
CCH	29,450.00	CCH	0.00	CCH	0.00	CCH	0.00	CCH	29,450.00
EDIN	744.33	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	744.33
VAC	4,316.00	VAC	0.00	VAC	0.00	VAC	0.00	VAC	4,316.00
TRV	850.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	850.00
DBS	6,000.00	DBS	0.00	DBS	0.00	DBS	0.00	DBS	6,000.00
DLY	0.00	DLY	14,801.68	DLY	0.00	DLY	14,801.68	DLY	14,801.68
SPC	7,045.85	SPC	0.00	SPC	0.00	SPC	0.00	SPC	7,045.85

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 06/30/2025 END DATE: 06/30/2025
Lock Enabled on Payname. By: A708 Date: 06/24 Time: 09:35

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
OT	0.00	OT	0.00	OT	22,474.24	OT	22,474.24	OT	22,474.24
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	22,474.24*	TOTAL OT	22,474.24*	TOTAL OT	22,474.24*
NON-NML	260,353.24*	NON-NML	116,711.68*	NON-NML	196,856.94*	NON-NML	313,568.62*	NON-NML	573,921.86*
TOTAL	1,820,750.44**	TOTAL	116,711.68**	TOTAL	196,856.94**	TOTAL	313,568.62**	TOTAL	2,134,319.06**

TOTAL NUMBER HOURS WORKED: 5314.75 TOTAL NUMBER DAYS WORKED: 404.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
2,134,319.06	0.00	43,959.56	50,910.67	139,518.13	1,899,930.70	197,848.63	19,465.47

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
76,881.52	4,379.20	1,401,694.98	86,905.06	2,094,402.47	30,369.15	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	10,854.77	0.00	597,852.20	61,040.92	1,030,107.45	78,477.21	1,922,788.85-

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
3,439,975.31	9,714.26	52,026.15	0.00	0.00	0.00	0.00	

STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	1,899,930.70	52,369.40	8,671.52	0.00	27,519.27	50,957.94	0.00

STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
512,878.95	84,973.25	0.00	393,132.34	636,975.11	0.00	8,920.35	713.63

Report title: AP Warrants June 2025

With account detail: Y
Date issued range: 07/01/2025 - 07/31/2025
Warrant number range: -
Sort by: Warrant #

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 <29052796> Canceled		07/07/2025	GOOGLE LLC		
	PO510080		Open PO for Google SAS	010-9590-0-5846-00-1110-1000-000000-009-0570	< 349.72 >
				Sub total:	< 349.72 >
29 <29054073> Canceled		07/10/2025	MOO		
	PO520571		Business Cards	010-0000-0-4310-00-0000-7100-000000-009-0600	< 221.73 >
				Sub total:	< 221.73 >
29 <29054136> Canceled		07/30/2025	FIRST BOOK		
	PO520490		Books for Preschoolers	120-5210-0-4310-00-0001-1000-000000-009-0275	< 654.75 >
				Sub total:	< 654.75 >
29 29054369		07/02/2025	KAISER FOUNDATION		
	PV600000		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	2,809.57
	PV600000		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	3,091.59
	PV600000		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	480,328.22
	PV600000		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	71,309.05
				Sub total:	557,538.43
29 29054370		07/02/2025	UHS PREMIUM BILLING		
	PV600001		RETIREE BENEFITS-CERTIFICATD	010-0000-0-3701-00-1110-1000-000000-009-0523	6,203.95
	PV600001		RETIREE BENEFITS-CLASSIFIED	010-0000-0-3702-00-1110-1000-000000-009-0523	267.80
	PV600001		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	326,862.64
	PV600001		MEDICAL INSURANCE	010-0000-0-9942-00-0000-0000-000000-000-0000	44,957.16
				Sub total:	378,291.55
29 29054371		07/03/2025	BUTTERFLYMX INC		
	PO630001		ACCESS CONTROL AT THE 7S	400-0000-0-5846-00-0000-8200-000000-777-0780	6,350.40
				Sub total:	6,350.40
29 29054372		07/03/2025	SBASIA		
	PO640000		Annual Premium	010-0000-0-5400-00-0000-7600-000000-009-0503	846,261.54
	PO640000		Annual Premium	400-0000-0-5400-00-0000-8200-000000-777-0780	83,349.63
				Sub total:	929,611.17
29 29054373		07/07/2025	PREMIER SOFTWARE		
	PO620062		PSUG 2025	010-0000-0-5200-00-0000-7400-000000-009-0400	1,398.00
	PO620062		PSUG 2025	010-9590-0-5200-00-0000-7700-000000-009-0570	2,097.00
				Sub total:	3,495.00
29 29054374		07/07/2025	AMAZON CAPITAL SERVICES		
	CL500027		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-000000-009-0600	212.79
	CL500028		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-003-0100	1,457.36
	CL500029		A/P - YEAR END ACCRUALS	010-9120-0-9516-00-1110-1000-000000-003-0120	305.00
	CL500030		A/P - YEAR END ACCRUALS	010-9130-0-9516-00-1110-1000-000000-003-0130	225.00
				Sub total:	2,200.15
29 29054375		07/07/2025	AT&T MOBILITY		
	CL500036		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0234	43.21
	CL500031		A/P - YEAR END ACCRUALS	010-6010-0-9516-00-1110-1000-000000-003-0234	43.19

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500032	A/P - YEAR END ACCRUALS		010-6010-0-9516-00-1110-1000-000000-005-0234	43.19
	CL500033	A/P - YEAR END ACCRUALS		010-6010-0-9516-00-1110-1000-000000-006-0234	43.19
	CL500034	A/P - YEAR END ACCRUALS		010-6010-0-9516-00-1110-1000-000000-008-0234	43.19
	CL500035	A/P - YEAR END ACCRUALS		010-6010-0-9516-00-1110-1000-000000-011-0234	43.19
				Sub total:	259.16
29	29054376	07/07/2025	BAY ALARM COMPANY		
	CL500037	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-011-0550	2,564.33
	CL500038	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-014-0550	2,335.52
				Sub total:	4,899.85
29	29054377	07/07/2025	BAY AREA JUMP		
	CL500039	A/P - YEAR END ACCRUALS		010-9552-0-9516-00-0000-2495-000000-003-0302	1,793.52
				Sub total:	1,793.52
29	29054378	07/07/2025	BONAMI BAKING COMPANY INC		
	CL500040	A/P - YEAR END ACCRUALS		130-5310-0-9516-00-0000-3700-000000-009-0540	1,302.40
				Sub total:	1,302.40
29	29054379	07/07/2025	KILLROY PEST CONTROL INC		
	CL500042	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	825.00
	CL500042	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	550.00
				Sub total:	1,375.00
29	29054380	07/07/2025	PACIFIC GAS AND ELECTRIC CO		
	CL500043	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-016-0503	29,283.33
	CL500043	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-016-0503	7,732.46
				Sub total:	37,015.79
29	29054381	07/07/2025	SANTA CLARA COUNTY OFFICE		
	CL500044	A/P - YEAR END ACCRUALS		010-0001-0-9516-00-1110-1000-000000-005-0214	700.00
	CL500044	A/P - YEAR END ACCRUALS		010-0001-0-9516-00-1110-1000-000000-005-0214	700.00
	CL500045	A/P - YEAR END ACCRUALS		010-0001-0-9516-00-1110-1000-000000-005-0214	700.00
				Sub total:	2,100.00
29	29054382	07/07/2025	WELLDOM INC		
	CL500046	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,615.00
	CL500046	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,235.00
	CL500046	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	9,330.00
				Sub total:	34,180.00
29	29054383	07/08/2025	CIS INC		
	CL500007	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-007-0734	2,750.00
	CL500006	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0742	2,000.00
				Sub total:	4,750.00
29	29054384	07/08/2025	GREYSTONE WEST COMPANY		
	CL500008	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-007-0734	509.00
	CL500000	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-009-0780	5.00
	CL500002	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-002-0716	411.96
	CL500003	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-004-0716	411.96

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500004	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-005-0716	411.96
	CL500013	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-006-0740	196.55
	CL500014	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-007-0740	196.55
	CL500015	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0740	196.55
	CL500005	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-011-0716	411.96
	CL500016	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-011-0740	196.70
	CL500017	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-014-0740	196.55
	CL500001	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-014-0747	836.00
	CL500018	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-015-0740	196.55
	CL500019	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-016-0740	196.55
				Sub total:	4,373.84
29	29054385	07/08/2025	PETER INGRAM CONSULTING		
	CL500020	A/P - YEAR END ACCRUALS		400-0000-0-9516-00-0000-8200-000000-777-0780	20,127.52
				Sub total:	20,127.52
29	29054386	07/08/2025	SALAS O'BRIEN ENGINEERS INC		
	CL500021	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-002-0747	1,082.00
	CL500022	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-004-0747	1,082.00
	CL500023	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-005-0747	1,082.00
	CL500024	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0747	1,082.00
	CL500025	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-014-0747	1,082.00
	CL500026	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-015-0747	676.50
				Sub total:	6,086.50
29	29054387	07/09/2025	ABBOTT, SUSAN		
	CL500072	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-1000-000000-009-0523	35.93
				Sub total:	35.93
29	29054388	07/09/2025	[redacted]		
	CL500064	A/P - YEAR END ACCRUALS		130-5310-0-9516-00-0000-0000-000000-000-0000	49.50
				Sub total:	49.50
29	29054389	07/09/2025	BALKITE, JAME		
	CL500063	A/P - YEAR END ACCRUALS		130-5310-0-9516-00-0000-0000-000000-000-0000	81.50
				Sub total:	81.50
29	29054390	07/09/2025	BLAKELY, LAURA		
	CL500048	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	126.79
				Sub total:	126.79
29	29054391	07/09/2025	BMR HEALTH SERVICES INC		
	CL500053	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,230.40
	CL500053	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,348.00
	CL500053	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,600.00
	CL500053	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	12,600.00
				Sub total:	49,778.40
29	29054392	07/09/2025	BOGDANIC, PRISCILA		
	CL500076	A/P - YEAR END ACCRUALS		010-3010-0-9516-00-0000-2495-000000-009-0252	70.82
				Sub total:	70.82

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054393	07/09/2025	[redacted]		
	CL500073		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-000000-009-0600	1,363.44
				Sub total:	1,363.44
29	29054394	07/09/2025	BURTON, HALEY		
	CL500058		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	6,656.69
				Sub total:	6,656.69
29	29054395	07/09/2025	[redacted]		
	CL500062		A/P - YEAR END ACCRUALS	010-9100-0-9516-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054396	07/09/2025	[redacted]		
	CL500056		A/P - YEAR END ACCRUALS	010-9131-0-9516-00-0000-0000-000000-011-0131	100.00
				Sub total:	100.00
29	29054397	07/09/2025	[redacted]		
	CL500055		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-0000-000000-000-0000	29.50
				Sub total:	29.50
29	29054398	07/09/2025	HILL, JESSICA		
	CL500066		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	16.23
				Sub total:	16.23
29	29054399	07/09/2025	[redacted]		
	CL500061		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-0000-000000-000-0000	45.00
				Sub total:	45.00
29	29054400	07/09/2025	[redacted]		
	CL500067		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	13.74
				Sub total:	13.74
29	29054401	07/09/2025	KHAN, SADAI		
	CL500068		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	1.44
				Sub total:	1.44
29	29054402	07/09/2025	LESCANO, NATALIE		
	CL500075		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-014-0100	263.61
				Sub total:	263.61
29	29054403	07/09/2025	MALASHEVITZ, MICHELLE		
	CL500070		A/P - YEAR END ACCRUALS	010-9130-0-9516-00-1110-1000-000000-005-0130	150.00
				Sub total:	150.00
29	29054404	07/09/2025	NATIONAL GEOGRAPHIC KIDS		
	CL500057		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-006-0100	37.10
				Sub total:	37.10
29	29054405	07/09/2025	[redacted]		
	CL500049		A/P - YEAR END ACCRUALS	010-9100-0-9516-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054406	07/09/2025	PALO ALTO CHILDREN'S THEATRE		
	CL500054		A/P - YEAR END ACCRUALS	010-9130-0-9516-00-1110-1000-000000-002-0130	762.00
				Sub total:	762.00
29	29054407	07/09/2025	PATANAIK, LOPAMUDRA		
	CL500069		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	16.14
				Sub total:	16.14
29	29054408	07/09/2025	RATNAM, GAYATRI		
	CL500052		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-2420-000000-009-0204	100.00
				Sub total:	100.00
29	29054409	07/09/2025	RIOS PACHECO, EDUARDO		
	CL500050		A/P - YEAR END ACCRUALS	010-3010-0-9516-00-0000-2495-000000-009-0252	31.76
				Sub total:	31.76
29	29054410	07/09/2025	[redacted]		
	CL500071		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	17.74
				Sub total:	17.74
29	29054411	07/09/2025	[redacted]		
	CL500060		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-0000-000000-000-0000	49.50
				Sub total:	49.50
29	29054412	07/09/2025	[redacted]		
	CL500047		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	692.62
				Sub total:	692.62
29	29054413	07/09/2025	STERLING ADMINISTRATION HEALTH		
	CL500077		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	48,120.00
	CL500078		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	39,150.00
	CL500079		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	2,244.42
				Sub total:	89,514.42
29	29054414	07/09/2025	[redacted]		
	CL500065		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-0000-000000-000-0000	110.00
				Sub total:	110.00
29	29054415	07/09/2025	[redacted]		
	CL500051		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	1,823.65
				Sub total:	1,823.65
29	29054416	07/09/2025	[redacted]		
	CL500074		A/P - YEAR END ACCRUALS	010-9100-0-9516-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054417	07/09/2025	ZEPEZAUER, JOHN		
	CL500059		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-2700-000000-009-0350	24.32
				Sub total:	24.32
29	29054418	07/11/2025	APPLE INC		
	CL500080		A/P - YEAR END ACCRUALS	010-9590-0-9516-00-1110-1000-000000-009-0570	6.95

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500080	A/P - YEAR END ACCRUALS		010-9590-0-9516-00-1110-1000-000000-009-0570	623.23
				Sub total:	630.18
29	29054419	07/11/2025 [redacted]			
	CL500102	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	382.00
				Sub total:	382.00
29	29054420	07/11/2025 CALSTRS			
	CL500104	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-1000-000000-009-0522	534.97
	CL500105	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-1000-000000-009-0522	4,442.99
	CL500106	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-1000-000000-009-0522	6,749.60
				Sub total:	11,727.56
29	29054421	07/11/2025 DITTFORTH, AMANDA			
	CL500087	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	23.14
				Sub total:	23.14
29	29054422	07/11/2025 [redacted]			
	CL500088	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	12.65
				Sub total:	12.65
29	29054423	07/11/2025 [redacted]			
	CL500089	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	27.36
				Sub total:	27.36
29	29054424	07/11/2025 [redacted]			
	CL500099	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	93.76
				Sub total:	93.76
29	29054425	07/11/2025 [redacted]			
	CL500103	A/P - YEAR END ACCRUALS		010-9100-0-9516-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054426	07/11/2025 [redacted]			
	CL500086	A/P - YEAR END ACCRUALS		010-9100-0-9516-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054427	07/11/2025 [redacted]			
	CL500090	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	26.27
				Sub total:	26.27
29	29054428	07/11/2025 MONTGOMERY, KRISTIN			
	CL500091	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	.48
				Sub total:	.48
29	29054429	07/11/2025 [redacted]			
	CL500092	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	13.70
				Sub total:	13.70
29	29054430	07/11/2025 [redacted]			
	CL500093	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-0000-000000-000-0000	4.82
				Sub total:	4.82

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054431	07/11/2025	ORBACH HUFF & HENDERSON LLP		
	CL500082		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-000000-009-0500	9,061.58
				Sub total:	9,061.58
29	29054432	07/11/2025	OTICON INC		
	CL500083		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0351	10.45
	CL500083		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0351	10.45
				Sub total:	20.90
29	29054433	07/11/2025	PARK, SO-HEE		
	CL500094		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	19.54
				Sub total:	19.54
29	29054434	07/11/2025	[redacted]		
	CL500096		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	14.46
				Sub total:	14.46
29	29054435	07/11/2025	[redacted]		
	CL500097		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	14.47
				Sub total:	14.47
29	29054436	07/11/2025	SAN FRANCISCO ELEVATOR SERVICE		
	CL500081		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	1,344.95
				Sub total:	1,344.95
29	29054437	07/11/2025	[redacted]		
	CL500098		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	.48
				Sub total:	.48
29	29054438	07/11/2025	[redacted]		
	CL500100		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	38.59
				Sub total:	38.59
29	29054439	07/11/2025	[redacted]		
	CL500101		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-0000-000000-000-0000	7.59
				Sub total:	7.59
29	29054440	07/14/2025	U.S. BANK CORPORATE PAYMENT		
	PV600003		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0600	775.00
	PV600003		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7100-000000-009-0610	3,600.00
	PV600002		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7400-000000-009-0400	366.60
	PV600002		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7400-000000-009-0400	65.54
	PV600002		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7400-000000-009-0400	65.54
	PV600003		DUES AND MEMBERSHIPS	010-1100-0-5300-00-1110-1000-000000-014-0100	410.32
	PV600002		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	733.20
	PV600002		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	65.54
	PV600002		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	65.54
	PV600002		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	65.54
				Sub total:	6,212.82
29	29054441	07/16/2025	AA FIRE SYSTEMS INC.		
	CL500164		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-002-0550	1,708.20

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500165	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-003-0550	1,708.28
	CL500166	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-004-0550	1,708.28
	CL500167	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-005-0550	1,708.28
	CL500168	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-006-0550	1,708.28
	CL500169	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-007-0550	1,708.28
	CL500170	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-008-0550	1,708.28
	CL500171	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-011-0550	1,708.28
	CL500172	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-014-0550	1,708.28
	CL500173	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-015-0550	1,708.28
	CL500174	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-016-0550	1,708.28
				Sub total:	18,791.00
29	29054442	07/16/2025	AMAZON CAPITAL SERVICES		
	CL500176	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7300-000000-009-0500	18.74
	CL500181	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-0000-2420-000000-015-0103	6.54
	CL500179	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-008-0100	191.97
	CL500177	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	230.23
	CL500178	A/P - YEAR END ACCRUALS		010-9130-0-9516-00-0000-2700-000000-016-0130	21.88
	CL500175	A/P - YEAR END ACCRUALS		010-9130-0-9516-00-1110-1000-000000-015-0130	63.23
	CL500180	A/P - YEAR END ACCRUALS		120-6105-0-9516-00-0001-1000-000000-009-0275	16.10
				Sub total:	548.69
29	29054443	07/16/2025	AVALON TRANSPORTATION LLC		
	CL500182	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-1000-000000-004-0102	5,598.00
				Sub total:	5,598.00
29	29054444	07/16/2025	BARON CONTRACTING		
	CL500183	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	11,100.00
	CL500183	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	37,339.00
				Sub total:	48,439.00
29	29054445	07/16/2025	BRADY INDUSTRIES		
	CL500184	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	31.31
				Sub total:	31.31
29	29054446	07/16/2025	CITY OF MOUNTAIN VIEW		
	CL500185	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-004-0503	6,254.81
				Sub total:	6,254.81
29	29054447	07/16/2025	CONSOLIDATED ELECTRICAL		
	CL500186	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8500-000000-009-0550	14,650.03
				Sub total:	14,650.03
29	29054448	07/16/2025	DANNIS WOLIVER KELLEY		
	CL500188	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7100-000000-009-0600	1,167.00
	CL500189	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7100-000000-009-0600	3,019.50
	CL500187	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-000000-009-0400	1,650.00
	CL500187	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-000000-009-0400	18,489.55
	CL500187	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-000000-009-0400	5,228.88
	CL500187	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7400-000000-009-0400	691.50
				Sub total:	30,246.43

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054449	07/16/2025	ELLARD, ACANTHA		
	CL500190		A/P - YEAR END ACCRUALS	010-0001-0-9516-00-1110-1000-000000-003-0214	120.00
				Sub total:	120.00
29	29054450	07/16/2025	OFFICE DEPOT		
	CL500193		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-015-0100	601.69
	CL500194		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	55.63
	CL500195		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	180.92
				Sub total:	838.24
29	29054451	07/16/2025	ORBACH HUFF & HENDERSON LLP		
	CL500196		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-000000-009-0500	7,111.80
				Sub total:	7,111.80
29	29054452	07/16/2025	SCHMAHL SCIENCE WORKSHOPS		
	CL500197		A/P - YEAR END ACCRUALS	120-6105-0-9516-00-0001-1000-000000-009-0275	700.00
				Sub total:	700.00
29	29054453	07/16/2025	UNITED CALIFORNIA GLASS & DOOR		
	CL500198		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	2,531.00
				Sub total:	2,531.00
29	29054454	07/16/2025	VALLEY OIL COMPANY		
	CL500199		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	1,761.12
				Sub total:	1,761.12
29	29054455	07/16/2025	CARDUCCI & ASSOCIATES INC		
	CL500107		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-002-0734	15,024.00
	CL500151		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-002-0734	55.72
	CL500108		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-003-0734	7,512.00
	CL500152		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-003-0734	27.88
	CL500110		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-004-0734	15,024.00
	CL500154		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-004-0734	55.72
	CL500111		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-005-0734	15,024.00
	CL500155		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-005-0734	55.72
	CL500112		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-006-0734	15,024.00
	CL500156		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-006-0734	55.72
	CL500113		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-007-0734	15,024.00
	CL500157		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-007-0734	55.72
	CL500114		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-008-0734	15,024.00
	CL500158		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-008-0734	55.72
	CL500115		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-011-0734	15,024.00
	CL500159		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-011-0734	55.72
	CL500116		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-014-0734	15,024.00
	CL500160		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-014-0734	55.72
	CL500161		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-015-0734	55.72
	CL500117		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-015-0734	15,024.00
	CL500109		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-016-0734	7,512.00
	CL500153		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-016-0734	27.89
	CL500118		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-002-0734	1,785.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500119	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-003-0734	892.50
	CL500121	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-004-0734	1,785.00
	CL500122	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-005-0734	1,785.00
	CL500123	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-006-0734	1,785.00
	CL500124	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-007-0734	1,785.00
	CL500125	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0734	1,785.00
	CL500126	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-011-0734	1,785.00
	CL500127	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-014-0734	1,785.00
	CL500128	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-015-0734	1,785.00
	CL500120	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-016-0734	892.50
				Sub total:	168,647.25
29	29054456	07/16/2025	CLEARY CONSULTANTS INC		
	CL500129	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-008-0742	690.00
				Sub total:	690.00
29	29054457	07/16/2025	DREILING TERRONES ARCHITECTURE		
	CL500130	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-006-0733	641.87
	CL500134	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-006-0740	233.21
	CL500135	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-007-0740	233.21
	CL500131	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-008-0733	641.87
	CL500136	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-008-0740	233.21
	CL500132	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-011-0733	641.89
	CL500137	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-011-0740	233.21
	CL500133	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-014-0733	641.87
	CL500138	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-014-0740	233.24
	CL500139	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-015-0740	233.21
	CL500140	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-016-0740	233.21
	CL500142	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-002-0716	831.28
	CL500143	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-004-0716	702.53
	CL500144	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-005-0716	702.53
	CL500145	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0716	356.60
	CL500141	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-008-0718	57.50
	CL500146	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-011-0716	1,174.38
	CL500147	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-014-0716	491.01
	CL500148	A/P - YEAR END ACCRUALS		212-9703-0-9516-00-0000-8500-000000-016-0716	754.17
				Sub total:	9,270.00
29	29054458	07/16/2025	MARINA LANDSCAPE INC		
	CL500149	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-007-0734	12,771.75
				Sub total:	12,771.75
29	29054459	07/16/2025	CARDUCCI & ASSOCIATES INC		
	CL500204	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-002-0734	290.12
	CL500205	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-003-0734	145.10
	CL500207	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-004-0734	290.12
	CL500208	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-005-0734	290.12
	CL500215	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-006-0731	560.00
	CL500209	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-006-0734	290.12
	CL500210	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-007-0734	290.12
	CL500211	A/P - YEAR END ACCRUALS		212-9702-0-9516-00-0000-8500-000000-008-0734	290.12

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500212		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-011-0734	290.12
	CL500213		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-014-0734	290.12
	CL500214		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-015-0734	290.12
	CL500206		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-016-0734	145.10
				Sub total:	3,461.28
29	29054460	07/16/2025	CLEARY CONSULTANTS INC		
	CL500216		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-003-0738	394.21
	CL500217		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-004-0738	788.42
	CL500218		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-005-0738	788.41
	CL500163		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-007-0734	1,868.00
	CL500219		A/P - YEAR END ACCRUALS	212-9703-0-9516-00-0000-8500-000000-016-0738	394.21
				Sub total:	4,233.25
29	29054461	07/16/2025	DANNIS WOLIVER KELLEY		
	CL500202		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-009-0700	2,730.00
	CL500201		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-009-0700	770.00
	CL500203		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-009-0700	2,160.87
				Sub total:	5,660.87
29	29054462	07/16/2025	ORBACH HUFF & HENDERSON LLP		
	CL500162		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-009-0700	2,958.60
	CL500162		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-009-0700	20,734.28
				Sub total:	23,692.88
29	29054463	07/17/2025	3D STRATEGIES INC		
	CL500220		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-000000-009-0500	5,000.00
				Sub total:	5,000.00
29	29054464	07/17/2025	AMAZON CAPITAL SERVICES		
	CL500223		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-003-0100	1,987.36
	CL500222		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-006-0100	789.23
	CL500225		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0234	665.76
	CL500224		A/P - YEAR END ACCRUALS	010-6010-0-9516-00-1110-1000-000000-011-0234	515.35
	CL500221		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5730-1110-000000-009-0350	459.34
				Sub total:	4,417.04
29	29054465	07/17/2025	BMR HEALTH SERVICES INC		
	CL500226		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	3,360.00
				Sub total:	3,360.00
29	29054466	07/17/2025	BRADY INDUSTRIES		
	CL500227		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	67.14
	CL500227		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	133.31
				Sub total:	200.45
29	29054467	07/17/2025	CALIFORNIA WATER SERVICE		
	CL500228		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-004-0503	93.67
				Sub total:	93.67
29	29054468	07/17/2025	CENTRAL COMPUTERS INC		
	CL500229		A/P - YEAR END ACCRUALS	010-9590-0-9516-00-1110-1000-000000-009-0570	87.25
				Sub total:	87.25

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054469	07/17/2025	CEREBELLUM CORP.		
	CL500243		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-006-0100	262.64
				Sub total:	262.64
29	29054470	07/17/2025	CERTIFIX LIVE SCAN		
	CL500230		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-000000-009-0400	108.00
				Sub total:	108.00
29	29054471	07/17/2025	CHILDREN'S HEALTH COUNCIL		
	CL500231		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	19,859.60
	CL500231		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	636.80
	CL500231		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	10,084.20
	CL500231		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	13,962.40
	CL500231		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	13,463.20
				Sub total:	58,006.20
29	29054472	07/17/2025	DANNIS WOLIVER KELLEY		
	CL500232		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-000000-009-0610	1,452.50
				Sub total:	1,452.50
29	29054473	07/17/2025	DEPT OF JUSTICE		
	CL500233		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7400-000000-009-0400	503.00
				Sub total:	503.00
29	29054474	07/17/2025	EDTHEORY LLC		
	CL500234		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	3,232.00
				Sub total:	3,232.00
29	29054475	07/17/2025	FAGEN FRIEDMAN & FULFROST LLP		
	CL500235		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-2700-000000-009-0350	228.00
	CL500235		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-2700-000000-009-0350	1,155.00
	CL500235		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-2700-000000-009-0350	231.00
	CL500235		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-2700-000000-009-0350	612.00
				Sub total:	2,226.00
29	29054476	07/17/2025	FIRST STUDENT INC		
	CL500236		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-3600-000000-009-0562	12,363.00
	CL500236		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-3600-000000-009-0562	7,238.80
				Sub total:	19,601.80
29	29054477	07/17/2025	GOOGLE LLC		
	CL500237		A/P - YEAR END ACCRUALS	010-9590-0-9516-00-1110-1000-000000-009-0570	354.98
				Sub total:	354.98
29	29054478	07/17/2025	HOME DEPOT CREDIT SERVICES		
	CL500238		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	532.09
				Sub total:	532.09
29	29054479	07/17/2025	HOPSKIPDRIVE INC		
	CL500239		A/P - YEAR END ACCRUALS	010-3010-0-9516-00-0000-3600-000000-009-0252	631.89
				Sub total:	631.89

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054480	07/17/2025	JACK SCHREDER & ASSOCIATES INC		
	CL500240	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7300-000000-009-0500	11,738.25
				Sub total:	11,738.25
29	29054481	07/17/2025	JUST RIGHT READER		
	CL500241	A/P - YEAR END ACCRUALS		010-0001-0-9516-00-1110-1000-000000-007-0214	16,078.37
				Sub total:	16,078.37
29	29054482	07/17/2025	KELLY, CAMILLE		
	CL500242	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-4900-000000-009-0510	980.00
	CL500242	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-1110-4900-000000-009-0510	9,820.00
				Sub total:	10,800.00
29	29054483	07/17/2025	KILLROY PEST CONTROL INC		
	CL500244	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	450.00
				Sub total:	450.00
29	29054484	07/17/2025	LANGUAGE LINE SERVICES INC		
	CL500245	A/P - YEAR END ACCRUALS		010-0001-0-9516-00-1110-1000-000000-004-0214	120.33
				Sub total:	120.33
29	29054485	07/17/2025	MAGNETS.COM		
	CL500246	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-0000-2700-000000-004-0100	514.74
				Sub total:	514.74
29	29054486	07/17/2025	MEDICAL BILLING TECHNOLOGIES		
	CL500247	A/P - YEAR END ACCRUALS		010-9301-0-9516-00-0000-2700-000000-009-0355	1,250.00
				Sub total:	1,250.00
29	29054487	07/17/2025	MOUNTAIN VIEW LOS ALTOS UNION		
	CL500248	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5767-1110-000000-009-0350	170,236.78
	CL500248	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5767-1110-000000-009-0350	104,652.87
				Sub total:	274,889.65
29	29054488	07/17/2025	MRC		
	CL500261	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-000000-009-0504	692.25
				Sub total:	692.25
29	29054489	07/17/2025	OUTSIDE VOICES SPEECH THERAPY		
	CL500249	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	3,500.00
				Sub total:	3,500.00
29	29054490	07/17/2025	PACIFIC GAS AND ELECTRIC CO		
	CL500250	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-008-0503	89.80
				Sub total:	89.80
29	29054491	07/17/2025	PONZURIC LEARNING SOLUTIONS		
	CL500251	A/P - YEAR END ACCRUALS		010-9301-0-9516-00-5761-1110-000000-009-0355	6,300.48
				Sub total:	6,300.48
29	29054492	07/17/2025	PURPLE COMMUNICATION INC.		
	CL500252	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-0000-2700-000000-004-0100	751.80
				Sub total:	751.80

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054493	07/17/2025	RO HEALTH INC		
	CL500253		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0219	38,189.47
	CL500253		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0219	41,161.03
				Sub total:	79,350.50
29	29054494	07/17/2025	SAN FRANCISCO ELEVATOR SERVICE		
	CL500254		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	2,012.05
				Sub total:	2,012.05
29	29054495	07/17/2025	SANTA CLARA COE		
	CL500255		A/P - YEAR END ACCRUALS	120-6105-0-9516-00-0001-1000-000000-009-0275	2,350.00
				Sub total:	2,350.00
29	29054496	07/17/2025	SILICON VALLEY PERFORMANCE		
	CL500257		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	2,388.00
	CL500257		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	2,839.78
	CL500257		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	828.48
	CL500258		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-3600-000000-009-0562	828.48
	CL500258		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-3600-000000-009-0562	7,152.01
	CL500258		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-3600-000000-009-0562	5,010.01
	CL500256		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	1,351.30
	CL500256		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	731.62
	CL500256		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	2,152.95
				Sub total:	23,282.63
29	29054497	07/17/2025	SYSCO- SAN FRANCISCO		
	CL500260		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	80.09
				Sub total:	80.09
29	29054498	07/17/2025	XEROX FINANCIAL SERVICES		
	CL500261		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	58.44
				Sub total:	58.44
29	29054499	07/17/2025	YMCA OF SILICON VALLEY		
	CL500262		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0219	158,062.50
				Sub total:	158,062.50
29	29054500	07/17/2025	ACSA		
	CL500265		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7200-000000-009-0503	212.68
				Sub total:	212.68
29	29054501	07/17/2025	BAILEY FENCE COMPANY INC		
	CL500267		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	1,948.00
				Sub total:	1,948.00
29	29054502	07/17/2025	ENTEZARI, LEILA		
	CL500266		A/P - YEAR END ACCRUALS	120-9010-0-9516-00-0001-1000-000000-009-0270	297.00
				Sub total:	297.00
29	29054503	07/17/2025	MOO		
	CL500269		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-000000-009-0600	221.73
				Sub total:	221.73

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054504	07/17/2025	MOUNTAIN VIEW WHISMAN SCHOOL		
	CL500264		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7300-000000-009-0500	308.52
				Sub total:	308.52
29	29054505	07/17/2025	TAYLOR, VERNORRIS		
	CL500263		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-007-0101	959.97
				Sub total:	959.97
29	29054506	07/17/2025	ZALOT, SOPHIA		
	CL500268		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	5,850.00
				Sub total:	5,850.00
29	29054507	07/18/2025	XEROX CORPORATION		
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	347.45
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	387.69
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	387.69
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	340.26
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	347.45
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	340.26
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	142.93
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	387.69
	CL500270		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	22.22
	CL500270		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	94.80
	CL500270		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	80.23
	CL500270		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	890.29
	CL500270		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	58.62
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	142.93
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	142.93
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	340.26
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	387.69
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	24.92
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	135.49
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	387.69
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	347.45
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	142.93
	CL500285		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7550-000000-009-0504	340.27

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500285	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-000000-009-0504	139.70
	CL500285	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-000000-009-0504	142.93
	CL500285	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-7550-000000-009-0504	395.61
	CL500272	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-0000-2700-000000-003-0100	59.49
	CL500272	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-0000-2700-000000-003-0100	66.33
	CL500271	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-002-0100	107.17
	CL500271	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-002-0100	52.33
	CL500273	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-004-0100	35.18
	CL500273	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-004-0100	79.26
	CL500274	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-005-0100	135.58
	CL500274	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-005-0100	63.97
	CL500275	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-006-0100	3.32
	CL500275	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-006-0100	212.64
	CL500275	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-006-0100	78.76
	CL500276	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-007-0100	101.42
	CL500276	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-007-0100	67.35
	CL500287	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-008-0100	84.49
	CL500287	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-008-0100	107.96
	CL500278	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-011-0100	30.77
	CL500278	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-011-0100	60.09
	CL500278	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-011-0100	340.38
	CL500278	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-011-0100	29.22
	CL500279	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-014-0100	113.40
	CL500279	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-014-0100	547.28
	CL500279	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-014-0100	134.47
	CL500280	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-015-0100	165.38
	CL500280	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-015-0100	154.15
	CL500281	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-016-0100	98.17
	CL500281	A/P - YEAR END ACCRUALS		010-1100-0-9516-00-1110-1000-000000-016-0100	95.34
	CL500284	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5730-1110-000000-009-0350	468.77
	CL500284	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5730-1110-000000-009-0350	778.76
	CL500283	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-009-0550	9.95
	CL500282	A/P - YEAR END ACCRUALS		120-6105-0-9516-00-0001-1000-000000-009-0275	86.55
	CL500286	A/P - YEAR END ACCRUALS		400-9777-0-9516-00-0000-8200-000000-777-0780	150.63
				Sub total:	12,684.06
29 29054508		07/18/2025 CALIFORNIA WATER SERVICE			
	CL500288	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-004-0503	704.60
	CL500288	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-004-0503	598.98
				Sub total:	1,303.58
29 29054509		07/18/2025 [redacted]			
	CL500289	A/P - YEAR END ACCRUALS		010-9552-0-9516-00-0000-2495-000000-003-0302	1,636.88
				Sub total:	1,636.88
29 29054510		07/18/2025 SAN FRANCISCO ELEVATOR SERVICE			
	CL500290	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-009-0550	10,800.00
				Sub total:	10,800.00
29 29054511		07/18/2025 APISBMA			
	PO640002	Membership Dues		010-0000-0-5300-00-0000-7100-000000-009-0600	150.00
				Sub total:	150.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054512	07/18/2025	CARE SOLACE INC		
	PO610139		Billing Support for CYBHI	010-9613-0-5830-00-1110-1000-000000-009-0229	7,525.50
				Sub total:	7,525.50
29	29054513	07/18/2025	CSBA		
	PO640005		GAMUT Policy Renewal	010-0000-0-5300-00-0000-7100-000000-009-0600	3,325.00
				Sub total:	3,325.00
29	29054514	07/18/2025	GARBANZO		
	PO620105		Online Spanish Library	010-1100-0-4310-00-0000-2420-000000-014-0103	499.00
				Sub total:	499.00
29	29054515	07/18/2025	MARCOPOLO LEARNING INC		
	PO620091		Curriculum Materials	120-6105-0-5300-00-0001-1000-000000-009-0275	7,500.00
				Sub total:	7,500.00
29	29054516	07/18/2025	MOBILE MODULAR MGMT CORP		
	PO610048		PORTABLE RENTAL AT LANDELS	010-0000-0-5652-00-0000-8700-000000-009-0510	2,300.10
				Sub total:	2,300.10
29	29054517	07/18/2025	NUMERACY CONSULTANT LLC		
	PO620145		Professional Dev	010-0000-0-5250-00-1110-1000-000000-009-0204	350.00
				Sub total:	350.00
29	29054518	07/18/2025	PANORAMA EDUCATION INC.		
	PO620087		Educational Survey tools	010-0000-0-5830-00-1110-1000-000000-009-0229	35,000.00
				Sub total:	35,000.00
29	29054519	07/18/2025	PAUL H. BROOKES PUBLISHING CO.		
	PO620017		ASQ Annual Subscriptions	120-6127-0-5300-00-0001-1000-000000-009-0275	849.90
				Sub total:	849.90
29	29054520	07/18/2025	PBC GURU LLC		
	PO620035		FY 25/26 Bookbreak Renewal	010-1100-0-5846-00-1110-1000-000000-009-0205	8,820.00
				Sub total:	8,820.00
29	29054521	07/18/2025	PENINSULA BRIDGE		
	PO620073		Middle School Academy 25/26	010-2600-0-5830-00-1110-1000-000000-009-0219	30,000.00
				Sub total:	30,000.00
29	29054522	07/18/2025	POWERSCHOOL GROUP LLC		
	PO620096		PowerSchool Enrollment renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	30,114.93
	PO620094		SIS Support & Maintenance	010-9590-0-5846-00-0000-2420-000000-009-0580	36,165.86
	PO620093		SchoolMessenger renewal	010-9590-0-5846-00-0000-2700-000000-009-0580	11,550.13
	PO620075		Website renewals	010-9590-0-5846-00-0000-2700-000000-009-0580	20,445.63
	PO620074		PS Enrollment Analytics	010-9590-0-5846-00-0000-7700-000000-009-0580	13,817.96
				Sub total:	112,094.51
29	29054523	07/18/2025	RO HEALTH INC		
	PO620128		ESY 25/26	010-6500-0-5830-00-5761-1110-000000-009-0217	2,904.68
				Sub total:	2,904.68

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054524	07/18/2025	SANTA CLARA COE		
	PO620052		Summer Workshop for Coach	010-0000-0-5250-00-1110-1000-000000-009-0204	350.00
	PO620058		Orton-Gillingham Training	010-1100-0-5250-00-1110-1000-000000-014-0100	700.00
				Sub total:	1,050.00
29	29054525	07/18/2025	SCC School Boards Association		
	PO640003		Membership dues	010-0000-0-5300-00-0000-7100-000000-009-0600	612.00
				Sub total:	612.00
29	29054526	07/18/2025	SCHOOLSTATUS LLC		
	PO620051		LICENSE RENEWAL	010-0000-0-5846-00-0000-7400-000000-009-0400	19,845.00
				Sub total:	19,845.00
29	29054527	07/18/2025	SCIENCE IS ELEMENTARY		
	PO620046		Science Learning Lab	010-1100-0-5830-00-1110-1000-000000-009-0205	15,125.00
				Sub total:	15,125.00
29	29054528	07/18/2025	SUN LIFE FINANCIAL		
	PV600004		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	814.10
				Sub total:	814.10
29	29054529	07/18/2025	TECHSMART INC.		
	PO620040		25/26 Python Coding Classes	010-4127-0-5830-00-1110-1000-000000-009-0231	14,500.00
				Sub total:	14,500.00
29	29054530	07/18/2025	VALLEY ATHLETIC LEAGUE		
	PO620023		2025-2026 League Fee Athletics	010-9512-0-5830-00-1110-4200-000000-011-0237	1,990.00
	PO620053		VAL 2025-2026 League Fee	010-9512-0-5830-00-1110-4200-000000-014-0237	1,990.00
				Sub total:	3,980.00
29	29054531	07/18/2025	YMCA OF SILICON VALLEY		
	PO620039		Project Cornerstone	010-0000-0-5830-00-1110-1000-000000-009-0229	12,705.00
	PO610119		ELOP After School & Camp	010-2600-0-5830-00-1110-1000-000000-009-0219	31,612.50
				Sub total:	44,317.50
29	29054532	07/21/2025	ACSA		
	PV600005		DUES AND MEMBERSHIPS	010-0000-0-5300-00-0000-7200-000000-009-0503	38,755.68
	PV600006		DUES AND MEMBERSHIPS	010-0000-0-5300-00-0000-7200-000000-009-0503	1,563.35
				Sub total:	40,319.03
29	29054533	07/21/2025	CITY OF MOUNTAIN VIEW		
	PO620036		Crossing Guard 2025-26	010-0000-0-5830-00-0000-8200-000000-009-0503	50,000.00
				Sub total:	50,000.00
29	29054534	07/21/2025	CLEARGOV INC		
	PO620156		District financial data access	010-0000-0-5846-00-0000-7300-000000-009-0500	21,200.00
				Sub total:	21,200.00
29	29054535	07/21/2025	CSBA		
	PO640006		Membership Renewal	010-0000-0-5300-00-0000-7100-000000-009-0600	15,496.00
				Sub total:	15,496.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054536	07/21/2025	CURRICULUM ASSOCIATES LLC		
	PO620095		Ellevation Renewal	010-4203-0-5846-00-1110-1000-000000-009-0311	17,537.50
				Sub total:	17,537.50
29	29054537	07/21/2025	DANIELSEN COMPANY		
	PO610089		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,954.00
				Sub total:	1,954.00
29	29054538	07/21/2025	EDFILES INC		
	PO620129		Records Retention Subscription	010-6500-0-5846-00-5761-1110-000000-009-0350	5,988.00
				Sub total:	5,988.00
29	29054539	07/21/2025	ENOME INC.		
	PO620131		Goalbook Toolkit Membership	010-6500-0-5846-00-5760-1110-000000-009-0350	37,930.00
				Sub total:	37,930.00
29	29054540	07/21/2025	EveryChild California		
	PO620007		Professional Memberships ECE	120-6105-0-5300-00-0001-1000-000000-009-0275	625.00
				Sub total:	625.00
29	29054541	07/21/2025	FRONTLINE TECHNOLOGIES GROUP		
	PO620098		Absence management renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	23,523.74
	PO620099		Frontline Central Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	19,164.60
	PO620100		Applicant Tracking renewal	010-9590-0-5846-00-0000-7400-000000-009-0580	7,973.70
				Sub total:	50,662.04
29	29054542	07/21/2025	HULA NETWORKS INC		
	PO620003		Switch Project	010-9590-0-6410-00-0000-7700-000000-009-0571	754,849.13
				Sub total:	754,849.13
29	29054543	07/21/2025	ICE SYSTEMS		
	PO610052		Proxmox Licenses 2025-2026	010-9590-0-5846-00-0000-7700-000000-009-0580	6,357.15
				Sub total:	6,357.15
29	29054544	07/21/2025	NATUREBRIDGE		
	PO620033		Yosemite Program Spring 2026	010-0000-0-5830-00-1110-1000-000000-014-0226	61,850.25
				Sub total:	61,850.25
29	29054545	07/21/2025	PACIFIC PRODUCE		
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	303.00
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	197.50
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	339.60
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	194.00
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	239.90
				Sub total:	1,274.00
29	29054546	07/21/2025	RAZOR SPARROW LLC		
	PO620059		GradeTransferer Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	399.00
				Sub total:	399.00
29	29054547	07/21/2025	RENAISSANCE		
	PO620103		Nearpod Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	24,129.17

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PO620102		SchoolCity Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	25,696.00
				Sub total:	49,825.17
29 29054548		07/21/2025	SCHOOLS FOR SOUND FINANCE		
	PO640004		Membership dues	010-0000-0-5300-00-0000-7100-000000-009-0600	4,000.00
				Sub total:	4,000.00
29 29054549		07/21/2025	SCI CONSULTING GROUP		
	PO640001		Parcel Tax Levy Admin Services	010-0000-0-5825-00-0000-7300-000000-009-0500	13,412.83
				Sub total:	13,412.83
29 29054550		07/21/2025	SYSCO- SAN FRANCISCO		
	PO610092		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	986.02
	PO610092		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,646.95
				Sub total:	2,632.97
29 29054551		07/21/2025	TEACHING STRATEGIES LLC		
	PO620057		ReadyRosie Classroom Resources	120-6105-0-5830-00-0001-1000-000000-009-0275	3,120.00
				Sub total:	3,120.00
29 29054552		07/21/2025	VALDES MATH		
	PO620072		Summer 2025 - Math Program	010-2600-0-5830-00-1110-1000-000000-009-0217	9,000.00
				Sub total:	9,000.00
29 29054553		07/21/2025	VENTRIS LEARNING LLC		
	PO620055		Teacher Manuals - Early Lit	010-6300-0-4210-00-1110-1000-000000-009-0205	2,052.92
				Sub total:	2,052.92
29 29054554		07/22/2025	ACHIEVE KIDS NPS		
	CL500292		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	9,800.00
	CL500292		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	7,873.50
				Sub total:	17,673.50
29 29054555		07/22/2025	AMAZON CAPITAL SERVICES		
	CL500293		A/P - YEAR END ACCRUALS	120-6105-0-9516-00-0001-1000-000000-009-0275	1,781.71
				Sub total:	1,781.71
29 29054556		07/22/2025	BECK'S SHOES INC.		
	CL500294		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	321.76
	CL500294		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	2,834.36
				Sub total:	3,156.12
29 29054557		07/22/2025	CORODATA SHREDDING INC		
	CL500295		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	150.81
				Sub total:	150.81
29 29054558		07/22/2025	EDTHEORY LLC		
	CL500296		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	4,040.00
				Sub total:	4,040.00
29 29054559		07/22/2025	ENVIRONMENTAL SYSTEMS INC		
	CL500297		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	3,720.83
				Sub total:	3,720.83

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054560	07/22/2025	FAGEN FRIEDMAN & FULFROST LLP		
	CL500291		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-7100-000000-009-0610	4,013.97
				Sub total:	4,013.97
29	29054561	07/22/2025	GERMAN INTERNATIONAL SCHOOL		
	CL500298		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8500-000000-009-0550	136,000.00
				Sub total:	136,000.00
29	29054562	07/22/2025	GOLD STAR FOODS		
	CL500299		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	2,033.29
				Sub total:	2,033.29
29	29054563	07/22/2025	MILPITAS ELECTRIC INC		
	CL500300		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8200-000000-009-0550	13,675.00
				Sub total:	13,675.00
29	29054564	07/22/2025	NEW YORK PIZZA INC		
	CL500301		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	4,961.00
				Sub total:	4,961.00
29	29054565	07/22/2025	PACIFIC AUTISM CENTER FOR		
	CL500302		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	12,585.50
				Sub total:	12,585.50
29	29054566	07/22/2025	PACIFIC GAS AND ELECTRIC CO		
	CL500303		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-002-0503	134.66
	CL500304		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-004-0503	203.94
	CL500305		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-005-0503	102.53
	CL500306		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-006-0503	13.57
	CL500307		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-007-0503	377.24
	CL500308		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-011-0503	562.10
	CL500308		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-011-0503	116.83
	CL500309		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-014-0503	1,258.10
				Sub total:	2,768.97
29	29054567	07/22/2025	RO HEALTH INC		
	CL500310		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0219	49,643.53
	CL500310		A/P - YEAR END ACCRUALS	010-2600-0-9516-00-1110-1000-000000-009-0219	37,020.43
				Sub total:	86,663.96
29	29054568	07/22/2025	THE STEPPING STONES GROUP LLC		
	CL500311		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1110-000000-009-0350	6,485.56
				Sub total:	6,485.56
29	29054569	07/22/2025	THERAPY TRAVELERS LLC		
	CL500312		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	3,000.00
				Sub total:	3,000.00
29	29054570	07/23/2025	ACSA		
	PV600007		DUES AND MEMBERSHIPS	010-0000-0-5300-00-0000-7200-000000-009-0503	1,690.56

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV600008		DUES AND MEMBERSHIPS	010-0000-0-5300-00-0000-7200-000000-009-0503	1,690.56
				Sub total:	3,381.12
29	29054571	07/23/2025	APPLE INC		
	PO620049		Staff laptops	010-9590-0-4401-00-0000-2420-000000-009-0570	112,977.11
	PO620049		Staff laptops	010-9590-0-5829-00-0000-2420-000000-009-0570	280.00
				Sub total:	113,257.11
29	29054572	07/23/2025	BMR HEALTH SERVICES INC		
	PO620136		SPED ESY SLP services	010-6500-0-5830-00-5761-1110-000000-009-0217	1,260.00
	PO620136		SPED ESY SLP services	010-6500-0-5830-00-5761-1110-000000-009-0217	6,720.00
				Sub total:	7,980.00
29	29054573	07/23/2025	CENTRAL COMPUTERS INC		
	PO610069		Open PO for supplies	010-9590-0-4310-00-0000-7700-000000-009-0570	152.73
				Sub total:	152.73
29	29054574	07/23/2025	DEMCO		
	PO620032		#BETTERTOGETHER DEMCO	010-1100-0-4310-00-1110-1000-000000-015-0100	1,235.44
				Sub total:	1,235.44
29	29054575	07/23/2025	GARBANZO		
	PO620016		Subscription Spanish Reading	010-1100-0-5300-00-1110-1000-000000-011-0100	499.00
				Sub total:	499.00
29	29054576	07/23/2025	NOTABLE INC (KAMI)		
	PO620042		Kami Renewal 2025-2026	010-9590-0-5846-00-0000-2420-000000-009-0580	15,912.50
				Sub total:	15,912.50
29	29054577	07/23/2025	PARENT GUARDIAN 6687		
	PO620134		Settlement Agreement	010-6500-0-5803-00-5761-1110-000000-009-0350	7,040.00
				Sub total:	7,040.00
29	29054578	07/23/2025	PITNEY BOWES BANK INC		
	PO610143		Postage meter/lease	010-0000-0-5910-00-0000-7550-000000-009-0504	5,640.03
				Sub total:	5,640.03
29	29054579	07/23/2025	PITNEY BOWES GLOBAL		
	PO610143		Postage meter/lease	010-0000-0-5610-00-0000-7550-000000-009-0504	47.24
				Sub total:	47.24
29	29054580	07/23/2025	RO HEALTH INC		
	PO620128		ESY 25/26	010-6500-0-5830-00-5761-1110-000000-009-0217	3,764.54
	PO620128		ESY 25/26	010-6500-0-5830-00-5761-1110-000000-009-0217	4,651.60
				Sub total:	8,416.14
29	29054581	07/23/2025	SPEECH THERAPY LINK INC		
	PO620122		SPED ESY OT services	010-6500-0-5830-00-5761-1110-000000-009-0217	4,800.00
				Sub total:	4,800.00
29	29054582	07/23/2025	VALLEY OIL COMPANY		
	PO610123		Fuel for District Vehicles	010-0000-0-4360-00-0000-3600-000000-009-0560	2,208.36
				Sub total:	2,208.36

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054583	07/23/2025	WELLDOM INC		
	PO620121		SPED ESY OT services	010-6500-0-5830-00-5761-1110-000000-009-0217	1,158.00
				Sub total:	1,158.00
29	29054584	07/23/2025	ZEARN INC		
	PO620006		Zearn Math School Acct Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	22,500.00
				Sub total:	22,500.00
29	29054585	07/23/2025	ZAYO GROUP LLC		
	PO630003		DARK FIBER-THE 7s MONTHLY FEES	400-0000-0-5816-00-0000-8200-000000-777-0780	616.24
				Sub total:	616.24
29	29054586	07/25/2025	BOOKS INC		
	CL500314		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-0000-2420-000000-015-0103	337.99
	CL500315		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-0000-2420-000000-015-0103	585.77
				Sub total:	923.76
29	29054587	07/25/2025	BUSLOOP		
	CL500338		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0561	1,200.00
	CL500316		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0561	487.50
	CL500316		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0561	1,600.00
	CL500338		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-1110-1000-000000-009-0561	937.50
				Sub total:	4,225.00
29	29054588	07/25/2025	CREATIVE LEARNING CENTER INC		
	CL500317		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	6,007.50
	CL500317		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	13,056.00
				Sub total:	19,063.50
29	29054589	07/25/2025	EMPOWERED PSYCHOLOGICAL		
	CL500318		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	8,000.00
				Sub total:	8,000.00
29	29054590	07/25/2025	JEWISH FAMILY & CHILDREN'S		
	CL500319		A/P - YEAR END ACCRUALS	120-6105-0-9516-00-0001-1000-000000-009-0275	800.00
				Sub total:	800.00
29	29054591	07/25/2025	MENDOZA, DALTON		
	CL500313		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	58.91
				Sub total:	58.91
29	29054592	07/25/2025	MORGAN AUTISM CENTER		
	CL500320		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	17,310.00
	CL500320		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	21,472.50
	CL500320		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	11,748.00
	CL500320		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5760-1180-000000-009-0381	13,410.00
				Sub total:	63,940.50
29	29054593	07/25/2025	NCS PEARSON INC		
	CL500331		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5761-1110-000000-009-0350	938.82

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500332	A/P - YEAR END ACCRUALS		010-9301-0-9516-00-5761-1110-000000-009-0355	1,408.24
				Sub total:	2,347.06
29	29054594	07/25/2025	PACIFIC GAS AND ELECTRIC CO		
	CL500321	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-002-0503	2,181.45
	CL500322	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-004-0503	3,193.74
	CL500323	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-005-0503	25.46
	CL500324	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-006-0503	905.97
	CL500324	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-006-0503	900.62
	CL500325	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-007-0503	27.10
	CL500326	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-009-0503	489.85
	CL500327	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-011-0503	8,804.64
	CL500327	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-011-0503	158.12
	CL500339	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-014-0503	1,166.85
	CL500339	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-014-0503	3,019.26
	CL500329	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-015-0503	5,386.76
	CL500330	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-016-0503	1,661.08
	CL500330	A/P - YEAR END ACCRUALS		010-0000-0-9516-00-0000-8200-000000-016-0503	7,271.21
				Sub total:	35,192.11
29	29054595	07/25/2025	RO HEALTH INC		
	CL500335	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	42,156.21
				Sub total:	42,156.21
29	29054596	07/25/2025	UNITED CALIFORNIA GLASS & DOOR		
	CL500336	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	5,204.00
				Sub total:	5,204.00
29	29054597	07/25/2025	WEINGARTEN CHILDREN'S CENTER		
	CL500337	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5760-1180-000000-009-0381	384.00
				Sub total:	384.00
29	29054598	07/25/2025	CITY OF MOUNTAIN VIEW FAAP		
	CL500340	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8200-000000-008-0550	150.00
				Sub total:	150.00
29	29054599	07/25/2025	DEPT OF INDUSTRIAL RELATION		
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
	CL500342	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	1,350.00
				Sub total:	9,450.00
29	29054600	07/25/2025	OPEN MIND SCHOOL		
	CL500343	A/P - YEAR END ACCRUALS		010-6500-0-9516-00-5761-1110-000000-009-0350	140.00
				Sub total:	140.00
29	29054601	07/25/2025	Occupational Health Centers of		
	CL500341	A/P - YEAR END ACCRUALS		010-8150-0-9516-00-0000-8110-000000-009-0550	109.00
				Sub total:	109.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054602	07/25/2025	TRANSFINDER		
	CL500344		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	693.00
	CL500344		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	1,875.00
				Sub total:	2,568.00
29	29054603	07/28/2025	AMIRA LEARNING INC		
	PO620038		iStation Lectura For Mistral	010-6300-0-4210-00-1110-1000-000000-009-0205	5,430.00
				Sub total:	5,430.00
29	29054604	07/28/2025	AT&T		
	PO610121		Landline Phone Service	010-8150-0-5930-00-0000-8200-000000-009-0550	3,791.39
				Sub total:	3,791.39
29	29054605	07/28/2025	BAY AREA FLOOR MACHINE		
	PO610124		Supplies for MOT equipment	010-8150-0-4380-00-0000-8200-000000-009-0550	75.66
	PO610124		Supplies for MOT equipment	010-8150-0-4380-00-0000-8200-000000-009-0550	470.19
				Sub total:	545.85
29	29054606	07/28/2025	BRADY INDUSTRIES		
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	142.76
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	259.45
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	2,237.84
				Sub total:	2,640.05
29	29054607	07/28/2025	INSTITUTE FOR MULTI-SENSORY		
	PO620001		Syllable Activity Center	010-1100-0-4310-00-1110-1000-000000-008-0100	116.00
	PO620001		Syllable Activity Center	010-1100-0-4310-00-1110-1000-000000-008-0100	10.58
	PO620001		Syllable Activity Center	010-1100-0-9512-00-0000-0000-000000-000-0000	10.58-
				Sub total:	116.00
29	29054608	07/28/2025	JUSTFOIA INC		
	PO620123		PRA Management Platform	010-0000-0-5830-00-0000-7100-000000-009-0600	8,250.00
				Sub total:	8,250.00
29	29054609	07/28/2025	PACIFIC PRODUCE		
	PO610080		Produce	130-5310-0-4710-00-0000-3700-000000-009-0540	404.80
				Sub total:	404.80
29	29054610	07/28/2025	SYSCO- SAN FRANCISCO		
	PO610092		FOOD ITEMS	130-5310-0-4710-00-0000-3700-000000-009-0540	1,076.21
				Sub total:	1,076.21
29	29054611	07/28/2025	XEROX FINANCIAL SERVICES		
	PO610097		XEROX CLICK CHARGES 25-26	010-0000-0-5610-00-0000-7550-000000-009-0504	39.41
				Sub total:	39.41
29	29054612	07/28/2025	SILICON VALLEY PERFORMANCE		
	CL500345		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-3600-000000-009-0560	2,518.69
	CL500346		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-3600-000000-009-0562	3,007.03
	CL500346		A/P - YEAR END ACCRUALS	010-6500-0-9516-00-5001-3600-000000-009-0562	5,724.79
				Sub total:	11,250.51

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054613	07/29/2025	CITY OF MOUNTAIN VIEW		
	CL500348		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-002-0503	4,641.50
	CL500349		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-005-0503	143.07
	CL500349		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-005-0503	3,698.43
	CL500350		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-006-0503	4,281.08
	CL500350		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-006-0503	3,014.94
	CL500351		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-007-0503	3,003.98
	CL500352		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-008-0503	4,254.29
	CL500352		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-008-0503	96.69
	CL500352		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-008-0503	1,075.76
	CL500347		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-009-0503	9,773.01
	CL500347		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-009-0503	3,009.32
	CL500353		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-014-0503	12,251.44
	CL500354		A/P - YEAR END ACCRUALS	010-0000-0-9516-00-0000-8200-000000-015-0503	1,466.70
				Sub total:	50,710.21
29	29054614	07/29/2025	CALIFORNIA DEPARTMENT OF TAX		
	PV600009		ACCTS PAYABLE-USE TAX	010-0000-0-9512-00-0000-0000-000000-000-0000	395.79
	PV600009		ACCTS PAYABLE-USE TAX	010-0001-0-9512-00-0000-0000-000000-000-0000	989.06
	PV600009		ACCTS PAYABLE-USE TAX	010-1100-0-9512-00-0000-0000-000000-000-0000	59.37
	PV600009		ACCTS PAYABLE-USE TAX	010-6300-0-9512-00-0000-0000-000000-000-0000	42.35
	PV600009		ACCTS PAYABLE-USE TAX	010-6500-0-9512-00-0000-0000-000000-000-0000	31.00
	PV600009		ACCTS PAYABLE-USE TAX	010-9120-0-9512-00-0000-0000-000000-000-0000	1,111.66
	PV600009		ACCTS PAYABLE-USE TAX	010-9130-0-9512-00-0000-0000-000000-000-0000	21.12
	PV600009		ACCTS PAYABLE-USE TAX	010-9301-0-9512-00-0000-0000-000000-000-0000	158.91
	PV600009		ACCTS PAYABLE-USE TAX	010-9512-0-9512-00-0000-0000-000000-000-0000	124.28
	PV600009		ACCTS PAYABLE-USE TAX	010-9590-0-9512-00-0000-0000-000000-000-0000	664.54
				Sub total:	3,598.08
29	29054615	07/30/2025	BRADY INDUSTRIES		
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	453.58
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	907.15
				Sub total:	1,360.73
29	29054616	07/30/2025	CENTRAL COMPUTERS INC		
	PO610069		Open PO for supplies	010-9590-0-4310-00-0000-7700-000000-009-0570	21.81
				Sub total:	21.81
29	29054617	07/30/2025	COLI, VINCENT		
	PV600010		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054618	07/30/2025	COUNTY OF SANTA CLARA		
	PO640008		Permit for Food Truck	130-9600-0-5873-00-0000-3700-000000-009-0542	235.00
				Sub total:	235.00
29	29054619	07/30/2025	DAILY POST		
	PO640010		Display Advertising	010-0000-0-5812-00-0000-8200-000000-009-0550	281.25
				Sub total:	281.25
29	29054620	07/30/2025	ENVIRONMENTAL SYSTEMS INC		
	PO610117		HVAC maintenance, repair	010-8150-0-5608-00-0000-8110-000000-009-0550	15,890.00
				Sub total:	15,890.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054621	07/30/2025	GERONTINOS, THEODORA		
	PV600012		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054622	07/30/2025	KILLROY PEST CONTROL INC		
	PO610137		Pest control service	010-8150-0-5830-00-0000-8110-000000-009-0550	600.00
	PO610137		Pest control service	010-8150-0-5830-00-0000-8110-000000-009-0550	600.00
				Sub total:	1,200.00
29	29054623	07/30/2025	KIRSACKO, DONNA		
	PV600011		PARCEL TAXES	010-9100-0-8621-00-0000-0000-000000-000-0528	382.00
				Sub total:	382.00
29	29054624	07/30/2025	MOUNTAIN VIEW COMMUNITY CENTER		
	PO640009		Permit for meals at park	130-5310-0-5873-00-0000-3700-000000-009-0540	66.00
				Sub total:	66.00
29	29054625	07/30/2025	MRC		
	PO610097		XEROX CLICK CHARGES 25-26	010-0000-0-4310-00-0000-7550-000000-009-0504	105.61
				Sub total:	105.61
29	29054626	07/30/2025	OVERDRIVE INC		
	PO640007		Overdrive renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	4,590.00
				Sub total:	4,590.00
29	29054627	07/30/2025	PARENT GUARDIAN 8522		
	PO620135		Parent Reimbursement	010-6500-0-5803-00-5761-1110-000000-009-0350	7,500.00
				Sub total:	7,500.00
29	29054628	07/30/2025	AMERICAN FIDELITY ASSURANCE CO		
	PV600014		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	35.70
				Sub total:	35.70
29	29054629	07/30/2025	COLONIAL LIFE		
	PV600013		LIFE INSURANCE	010-0000-0-9943-00-0000-0000-000000-000-0000	2,172.84
	PV600013		OTHER INSURANCE	010-0000-0-9944-00-0000-0000-000000-000-0000	5,452.70
				Sub total:	7,625.54
29	29054630	07/31/2025	U.S. BANK CORPORATE PAYMENT		
	PV600015		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7100-000000-009-0600	454.70
	PV600015		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7100-000000-009-0600	660.42
	PV600015		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7100-000000-009-0600	110.07
	PV600015		CLASSROOM/OFFICE SUPPLIES	010-0000-0-4310-00-0000-7100-000000-009-0600	232.53
	PV600016		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7400-000000-009-0400	207.92
	PV600016		TRAVEL & CONFERENCES	010-0000-0-5200-00-0000-7400-000000-009-0400	207.92
	PV600015		NON-CAP EQUIPMENT	010-2600-0-4410-00-1110-1000-000000-009-0234	104.76
	PV600015		NON-CAP EQUIPMENT	010-6010-0-4410-00-1110-1000-000000-003-0234	104.77
	PV600015		NON-CAP EQUIPMENT	010-6010-0-4410-00-1110-1000-000000-005-0234	104.77
	PV600015		NON-CAP EQUIPMENT	010-6010-0-4410-00-1110-1000-000000-006-0234	104.77
	PV600015		NON-CAP EQUIPMENT	010-6010-0-4410-00-1110-1000-000000-008-0234	104.76

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	PV600015		NON-CAP EQUIPMENT	010-6010-0-4410-00-1110-1000-000000-011-0234	104.76
	PV600016		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	207.92
	PV600016		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	207.92
	PV600016		TRAVEL & CONFERENCES	010-9590-0-5200-00-0000-7700-000000-009-0570	207.92
	PV600015		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0570	.53
	PV600015		LICENSING AGREEMENTS	010-9590-0-5846-00-0000-2420-000000-009-0580	39.00
				Sub total:	3,165.44
29 29054631		07/31/2025	AT&T MOBILITY		
	PO610148		Work Cell Phone for BTB/ELOP	010-2600-0-5932-00-1110-1000-000000-009-0234	35.90
	PO610148		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-003-0234	35.91
	PO610148		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-005-0234	35.90
	PO610148		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-006-0234	35.90
	PO610148		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-008-0234	35.90
	PO610148		Work Cell Phone for BTB/ELOP	010-6010-0-5932-00-1110-1000-000000-011-0234	35.90
				Sub total:	215.41
29 29054632		07/31/2025	BAY AREA FLOOR MACHINE		
	PO610124		Supplies for MOT equipment	010-8150-0-4380-00-0000-8200-000000-009-0550	592.53
				Sub total:	592.53
29 29054633		07/31/2025	BECK'S SHOES INC.		
	PO610058		MOT Staff Footwear	010-8150-0-4380-00-0000-8200-000000-009-0550	145.01
	PO610058		MOT Staff Footwear	010-8150-0-4380-00-0000-8200-000000-009-0550	448.98
				Sub total:	593.99
29 29054634		07/31/2025	BRADY INDUSTRIES		
	PO610131		Custodial supplies, chemicals	010-8150-0-4380-00-0000-8110-000000-009-0550	2,032.27
				Sub total:	2,032.27
29 29054635		07/31/2025	CDW Govenment		
	PO610065		Open PO for software renewals	010-9590-0-5846-00-0000-2420-000000-009-0580	35,750.00
				Sub total:	35,750.00
29 29054636		07/31/2025	CHARACTER STRONG LLC		
	PO620151		Soc Emotion Curriculum	010-0000-0-5830-00-1110-1000-000000-009-0229	92,190.60
				Sub total:	92,190.60
29 29054637		07/31/2025	KILLROY PEST CONTROL INC		
	PO610137		Pest control service	010-8150-0-5830-00-0000-8110-000000-009-0550	725.00
	PO610137		Pest control service	010-8150-0-5830-00-0000-8110-000000-009-0550	600.00
				Sub total:	1,325.00
29 98077805		07/07/2025	CINTAS FIRE 636525		
	CL500041		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	727.68
	CL500041		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	512.38
				Sub total:	1,240.06
29 98077904		07/11/2025	VESTIS		
	CL500084		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	301.16
	CL500085		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	301.16

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
	CL500095		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	301.16
				Sub total:	903.48
29 98077965		07/16/2025	GRAINGER		
	CL500191		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	863.25
	CL500191		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	1,768.21
	CL500191		A/P - YEAR END ACCRUALS	010-8150-0-9516-00-0000-8110-000000-009-0550	244.09
				Sub total:	2,875.55
29 98077966		07/16/2025	NILES BIOLOGICAL INC.		
	CL500192		CLASSROOM/OFFICE SUPPLIES	010-6300-0-4310-00-1110-1000-000000-009-0205	4.69
	CL500192		ACCTS PAYABLE-USE TAX	010-6300-0-9512-00-0000-0000-000000-000-0000	4.69-
	CL500192		A/P - YEAR END ACCRUALS	010-6300-0-9516-00-1110-1000-000000-009-0205	51.36
				Sub total:	51.36
29 98077967		07/16/2025	VESTIS		
	CL500200		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	283.16
	CL500200		A/P - YEAR END ACCRUALS	130-5310-0-9516-00-0000-3700-000000-009-0540	283.16
				Sub total:	566.32
29 98077968		07/16/2025	TESTING ENGINEERS INC		
	CL500150		A/P - YEAR END ACCRUALS	212-9702-0-9516-00-0000-8500-000000-008-0742	3,030.00
				Sub total:	3,030.00
29 98077987		07/17/2025	SUCCESS BY DESIGN INC.		
	CL500259		CLASSROOM/OFFICE SUPPLIES	010-1100-0-4310-00-1110-1000-000000-003-0100	99.74
	CL500259		ACCTS PAYABLE-USE TAX	010-1100-0-9512-00-0000-0000-000000-000-0000	99.74-
	CL500259		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-1110-1000-000000-003-0100	1,092.99
				Sub total:	1,092.99
29 98078039		07/21/2025	LEARNING ALLY		
	PO620130		Subscription Renewal	010-6500-0-5846-00-5761-1110-000000-009-0350	12,242.30
				Sub total:	12,242.30
29 98078080		07/23/2025	GRAINGER		
	PO610054		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	380.88
	PO610054		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	89.62
				Sub total:	470.50
29 98078081		07/23/2025	READ NATURALLY INC		
	PO620138		25/26 License Renewal	010-6500-0-5846-00-5761-1110-000000-009-0350	2,340.00
				Sub total:	2,340.00
29 98078082		07/23/2025	WEVIDEO INC		
	PO620011		WeVideo Interactivity (Add-on)	010-9590-0-5846-00-0000-2420-000000-009-0580	3,610.34
	PO620045		WeVideo Renewal	010-9590-0-5846-00-0000-2420-000000-009-0580	10,350.00
				Sub total:	13,960.34
29 98078123		07/25/2025	RESPONSIVE CLASSROOM		
	CL500333		A/P - YEAR END ACCRUALS	010-0001-0-9516-00-1110-1000-000000-006-0214	783.00
	CL500334		A/P - YEAR END ACCRUALS	010-1100-0-9516-00-0000-2700-000000-006-0100	1,872.00
				Sub total:	2,655.00

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29 98078142		07/28/2025	GRAINGER		
	PO610054		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	256.53
				Sub total:	256.53
29 98078191		07/30/2025	RAPTOR TECHNOLOGIES LLC		
	PO620043		Raptor Renewal 2025-2026	010-9590-0-5846-00-0000-2420-000000-009-0580	15,070.00
				Sub total:	15,070.00
29 98078192		07/30/2025	RED CLOUD INC		
	PO610149		Radio Service	010-0000-0-5935-00-0000-3600-000000-009-0560	3,240.00
				Sub total:	3,240.00
29 98078235		07/31/2025	GRAINGER		
	PO610054		Parts & Supplies	010-8150-0-4380-00-0000-8110-000000-009-0550	179.22
				Sub total:	179.22
				Total Warrants Issued:	5,752,274.44
				Total Warrants Canceled:	1,226.20
				Total Warrants (Issued - Canceled):	5,751,048.24

District?	29
Effective Year?	Not specified
Effective QTR?	Not specified
Compute Totals Rule?	N/A
Record Type?	All record types
Cancel Option?	Exclude canceled warrants
Summary Option?	District totals only
One employee per Page?	No
Include terminated employees?	Yes
SSN masking?	9
Pay line detail?	No pay-line detail/summary
Deduction detail?	No deduction detail/summary
Account detail?	No account detail/summary
Print position summary?	No
Selected Pay Codes?	
Selected Pay Locations?	
Selected DI/SSN?	
Selected Name From?	
To?	

EMPLOYEE ID / DATE PAID	EMPLOYEE NAME / PER END	WARRANT/ST	GROSS / FED TXB / ST TXB	NTX-GR / FED IMP / ST IMP	O-TIME / CAR / EIC	OASDI-GR / MEDI-GR / OASDI-ER	OASDI / MEDI / MEDI-ER	SDI-GR / SDI / SB	FIT / SIT / CLC	STRS / STRS-TS / STRS-ER	PERS / PERS-TS / PERS-ER	DED / TSA / GLI-8999	T / O / NET T

District Totals 29 MOUNTAIN VIEW WHISMAN SD

GROSS	OVER-TIME	OASDI-GROSS	MEDI-GROSS	SDI-GROSS	FIT	STRS	PERS
1749008.59	12281.90	1060945.53	1709663.48	677405.11	203490.08	67685.36	67556.09

TAX-GROSS-FD	IMP-GROSS-FD	OASDI	MEDI	SDI	SIT	STRS-TS	PERS-TS
1521493.52	0.00	65778.64	24790.15	8128.83	78040.10	67685.36	67556.09

NTX-GROSS	TSA	DED	CAR	SURV-BEN	EIC	GLI (8999)	NET
39588.61	52685.01	1674431.34-	0.00	0.00	0.00	243.50	2855285.67

TAX-GROSS-ST	IMP-GROSS-ST	OASDI-EMPR	MEDI-EMPR	STRS-EMPR	PERS-EMPR
1521493.52	0.00	0.00	0.00	0.00	0.00

TAX-PAID-CLC	MEDI+ GROSS	MEDI+
0.00	0.00	0.00

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: (•) **Tenth of Month** ( ) **End of Month** ( ) **Manual**

Payroll Issue Date: July 10, 2025

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ 108,783.81 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: _____

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 7/1/2025

Revised 09/01/2018

PAYNAME: TENTH PAY DATE: 07/10/2025 END DATE: 06/30/2025
Lock Enabled on Payname. By: A708 Date: 07/01 Time: 14:31

PAYROLL DATA YEAR: 2025
PAY NAME: TENTH

RUN TYPE: PRE-LIST

DATE PAID: 07/10/2025

CHECK SORT: REGULAR

CANCEL APD: NO
IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
TENREG	MO	REG	PAY	06/30/2025	12	YES	12	12	NO	01 02 11 12 05
TENSUP	MO	SUP	PAY	06/30/2025	12	YES	12	12	NO	01 02 11 12 05 98 99
T11R07	AN	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12
T10SUP	MO	SUP	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12 98 99
T11B07	MO	REG	PAY	06/30/2025	12	YES	11	11	NO	01 02 11 12 98 99
T10B07	MO	REG	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12 98 99
T10R07	MO	REG	PAY	06/30/2025	12	YES	10	10	NO	01 02 11 12 98 99

PAYNAME: TENTH DISTRICT TOTALS PAY DATE: 07/10/2025 END DATE: 06/30/2025

Lock Enabled on Payname. By: A708 Date: 07/01 Time: 14:31

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	3	GETTING PAID FIRST TIME	0		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	40	STARTING APD CHECKING NEXT MONTH	0	RET SYSTEM 2/4 OPTION: X	%7.000
APD TO SAVINGS	3	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
	---	GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	46				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	0.00	NML	0.00	NML	0.00	NML	0.00	NML	0.00
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*
VAC	100,053.79	VAC	0.00	VAC	0.00	VAC	0.00	VAC	100,053.79
DLY	0.00	DLY	8,730.02	DLY	0.00	DLY	8,730.02	DLY	8,730.02
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	100,053.79*	NON-NML	8,730.02*	NON-NML	0.00*	NON-NML	8,730.02*	NON-NML	108,783.81*
TOTAL	100,053.79**	TOTAL	8,730.02**	TOTAL	0.00**	TOTAL	8,730.02**	TOTAL	108,783.81**

TOTAL NUMBER HOURS WORKED: 0.00 TOTAL NUMBER DAYS WORKED: 6.50

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
108,783.81	0.00	0.00	0.00	894.83	107,888.98	7,900.46	1,370.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
2,301.54	175.00	100,053.79	6,203.33	108,783.81	1,577.37	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	820.36	0.00	8,730.02	894.83	0.00	0.00	0.00
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
87,540.92	0.00	0.00	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	107,888.98	894.83	0.00	0.00	0.00	0.00	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
8,730.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Santa Clara County Office of Education

District Business & Advisory Services

Authorization and Order for transfer of School District Funds to Payroll Revolving Funds

FOR THE GOVERNING BOARD OF MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Payroll Name: ○ **Tenth of Month** ◉ **End of Month** ○ **Manual**

Payroll Issue Date: July 31, 2025

Under the provision of Section 42646 of the Education Code, you are hereby authorized and ordered to transfer from our school district's fund(s) to the Payroll Revolving Fund the **gross amount** required is $ 1,640,224.78 to cover the submitted payroll prelists (PAY510, PAY512 & PAY513).

Payroll warrants will not be released without this signed authorization in District Business & Advisory Services (DBAS).

Authorized Signer's Signature: _____

Name: Nadia Pongo

Title: Director of Fiscal Services

Date: 7/24/2025

Revised 09/01/2018

PAYNAME: EOM PAY DATE: 07/31/2025 END DATE: 07/31/2025
Lock Enabled on Payname. By: A708 Date: 07/24 Time: 12:49

PAYROLL DATA YEAR: 2026
PAY NAME: EOM

RUN TYPE: PRE-LIST

DATE PAID: 07/31/2025

CHECK SORT: REGULAR

CANCEL APD: NO
IGNORE SPECIAL TAX: NO

MAXIMUM NET PAY:

LAST NAME:

CONTROL GROUP:

PAY LOCATION:

PAY CODE:

RETIREMENT SYSTEM:

BALANCE OF CONTRACT ONLY: NO

SSN:

DISTRICTS SELECTED: 29

PAY TYPES SELECTED:

SUPPRESS PPO DETAIL: N

SCHEDULE	CYCLE	CLASS	TYPE	PERIOD END	PAYROLL#	LAST	PAID	WORKED	UC	PAY CODES
EOMREG	MO	REG	PAY	07/31/2025	01	NO	12	12	NO	01 02 11 12 05
EOMSUP	MO	SUP	PAY	07/31/2025	01	NO	12	12	NO	01 02 11 12 99 98
E11B06	MO	REG	PAY	07/31/2025	01	NO	11	11	NO	01 02 11 12
E11B08	MO	REG	PAY	07/31/2025	01	NO	11	11	NO	01 02 11 12
E11R06	MO	REG	PAY	07/31/2025	01	NO	11	11	NO	01 02 11
E11R08	MO	REG	PAY	07/31/2025	01	NO	11	11	NO	01 02 11 12

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 07/31/2025 END DATE: 07/31/2025

Lock Enabled on Payname. By: A708 Date: 07/24 Time: 12:49

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	35	GETTING PAID FIRST TIME	4		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	498	STARTING APD CHECKING NEXT MONTH	4	RET SYSTEM 2/4 OPTION: X	%7.000
APD TO SAVINGS	6	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:	
	-----	GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	539				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	1,356,648.49	NML	0.00	NML	0.00	NML	0.00	NML	1,356,648.49
ADJ	-23,521.52	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	-23,521.52
ADJ NML	1,333,126.97*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	1,333,126.97*
HR	0.00	HR	0.00	HR	51,596.28	HR	51,596.28	HR	51,596.28
CSAP	31,110.36	CSAP	0.00	CSAP	0.00	CSAP	0.00	CSAP	31,110.36
ESY	0.00	ESY	0.00	ESY	56,817.50	ESY	56,817.50	ESY	56,817.50
DEGN	10,201.19	DEGN	0.00	DEGN	0.00	DEGN	0.00	DEGN	10,201.19
LOGN	5,398.06	LOGN	0.00	LOGN	0.00	LOGN	0.00	LOGN	5,398.06
NIT	4,021.71	NIT	0.00	NIT	0.00	NIT	0.00	NIT	4,021.71
ARR	-2,503.14	ARR	-1.32	ARR	116,556.26	ARR	116,554.94	ARR	114,051.80
CELL	3,439.30	CELL	0.00	CELL	0.00	CELL	0.00	CELL	3,439.30
INTR	946.61	INTR	0.00	INTR	0.00	INTR	0.00	INTR	946.61
VAC	8,016.26	VAC	0.00	VAC	0.00	VAC	0.00	VAC	8,016.26
TRV	850.00	TRV	0.00	TRV	0.00	TRV	0.00	TRV	850.00
MISC	500.00	MISC	0.00	MISC	0.00	MISC	0.00	MISC	500.00
SUM	0.00	SUM	0.00	SUM	6,760.00	SUM	6,760.00	SUM	6,760.00
EDIN	462.51	EDIN	0.00	EDIN	0.00	EDIN	0.00	EDIN	462.51
SPC	644.33	SPC	0.00	SPC	0.00	SPC	0.00	SPC	644.33

PAYNAME: EOM DISTRICT TOTALS PAY DATE: 07/31/2025 END DATE: 07/31/2025
Lock Enabled on Payname. By: A708 Date: 07/24 Time: 12:49

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
OT	0.00	OT	0.00	OT	12,281.90	OT	12,281.90	OT	12,281.90
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	12,281.90*	TOTAL OT	12,281.90*	TOTAL OT	12,281.90*
NON-NML	63,087.19*	NON-NML	-1.32*	NON-NML	244,011.94*	NON-NML	244,010.62*	NON-NML	307,097.81*
TOTAL	1,396,214.16**	TOTAL	-1.32**	TOTAL	244,011.94**	TOTAL	244,010.62**	TOTAL	1,640,224.78**

TOTAL NUMBER HOURS WORKED: 6845.82 TOTAL NUMBER DAYS WORKED: 11.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
1,640,224.78	0.00	39,588.61	52,685.01	134,346.62	1,413,604.54	178,351.62	15,868.00

SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
72,036.36	3,527.20	960,891.74	59,575.31	1,600,879.67	23,212.78	0.00	0.00

SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	7,308.47	0.00	652,246.30	66,790.53	884,717.97	67,556.09	1,673,061.74-

NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
2,766,375.15	0.00	23,553.83	0.00	0.00	0.00	0.00	

STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	1,413,604.54	52,110.99	14,679.54	0.00	22,549.39	45,006.70	0.00

STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
508,400.11	143,846.19	0.00	322,134.33	562,583.64	0.00	0.00	0.00

Board PO report 06/06/2025 - 06/30/2025

Report title: Board PO report

Date printed range: 06/06/2025 - 06/30/2025
Sort by: PO #
PO type: BD BL PO

Board PO report 06/06/2025 - 06/30/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO520579	06/06/2025	IMAGINEERZ LEARNING LLC 010-2600-0-9330-00-1110-1000-000000-009-0217	ELOP Summer 20,000.00	20,000.00	Board Approved 5/8/2025
PO520580	06/16/2025	ICE SYSTEMS LLC 010-9590-0-5846-00-0000-7700-000000-009-0580	Proxmox VE subscription 902.31	902.31	
PO520581	06/16/2025	PURPLE COMMUNICATION INC. 010-1100-0-5830-00-0000-2700-000000-004-0100	ASL Interpreter for Promotion 500.00	500.00	Board Approved 5/8/2025
BD530052	06/16/2025	US BANK TRUST N.A. 212-9703-0-5822-00-0000-9100-000000-009-0700	BANK FEES FOR COP REPAY ESCROW 850.00	850.00	
BD530053	06/18/2025	GUERRA CONSTRUCTION GRP 212-9703-0-6130-00-0000-8500-000000-007-0734	CONSTRUCTION OUTDOOR LEARN VA 847,427.00	847,427.00	Board Approved 2/13/25 - Bond

Total of Purchase Orders Issued 869,679.31

Board PO report 05/28/2025 - 08/12/2025

Report title: Board PO report

Date printed range: 05/28/2025 - 08/12/2025
Sort by: Vendor name
PO type: BD BL PO

● = On current Board meeting agenda

× = Approved Vendor/Curriculum

Board PO report 05/28/2025 - 08/12/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO620097	07/02/2025	79WARE LLC	iVolunteer subscription 25-26	585.00	
		010-1100-0-5300-00-1110-1000-000000-014-0100	585.00		
BL610083	07/02/2025	ACER SERVICE CORPORATION	Open PO for Chromebook parts	20,000.00	
		010-9590-0-4310-00-1110-1000-000000-009-0570	20,000.00		
BL610098	07/08/2025	ACHIEVE KIDS NPS	25/26 NPS Placements	232,347.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381	232,347.00		
PO620165	08/05/2025	ACKNOWLEDGE ALLIANCE	CONTRACTED SERVICES	232,000.00	Board Approved 6/12/25
		010-0000-0-5830-00-0000-7400-000000-009-0400	232,000.00		
BL610090	07/02/2025	AF PRODUCE	FARM TO TABLE PRODUCE	75,000.00	
		130-5310-0-4710-00-0000-3700-000000-009-0540	75,000.00		
BL610091	07/02/2025	AG LINK INC	PRODUCE FOR ALL SITES	25,000.00	
		130-5310-0-4710-00-0000-3700-000000-009-0540	25,000.00		
BL610178	08/06/2025	AIR PRODUCTS GROUP INC	Air Filters for HVACs	50,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	50,000.00		
BL610095	07/02/2025	ALDER-TEK MANUFACTURING	WOODEN SILVERWARE FOR ALL SITE	15,000.00	
		130-5310-0-4390-00-0000-3700-000000-009-0540	15,000.00		
BL610016	06/16/2025	AMAZON CAPITAL SERVICES	Amazon 237 for Athletics	1,500.00	
		010-9512-0-4310-00-1110-4200-000000-014-0237	1,500.00		
BL610020	06/16/2025	AMAZON CAPITAL SERVICES	ADMIN SERVICES SUPPLIES	4,000.00	
		010-0000-0-4310-00-0000-7400-000000-009-0400	4,000.00		
BL610022	06/16/2025	AMAZON CAPITAL SERVICES	FY25/26 Misc Ed Svc supplies	2,500.00	
		010-0000-0-4310-00-0000-2700-000000-009-0200	2,500.00		
BL610024	06/16/2025	AMAZON CAPITAL SERVICES	Classroom/ Office Supplies	2,500.00	
		120-9509-0-4310-00-0001-1000-000000-009-0275	2,500.00		
BL610025	06/16/2025	AMAZON CAPITAL SERVICES	2025-2026 purchase of supplies	4,000.00	
		010-0000-0-4310-00-0000-7300-000000-009-0500	4,000.00		
BL610031	06/16/2025	AMAZON CAPITAL SERVICES	Classroom supplies FY25/26	4,000.00	
		010-1100-0-4310-00-1110-1000-000000-005-0100	4,000.00		
BL610035	06/16/2025	AMAZON CAPITAL SERVICES	2025-2026 ST AMAZON ORDERS	2,000.00	
		010-1100-0-4310-00-1110-1000-000000-015-0100	2,000.00		
BL610036	06/16/2025	AMAZON CAPITAL SERVICES	2025-2026 ST AMAZON ORDERS	2,000.00	
		010-9130-0-4310-00-1110-1000-000000-015-0130	2,000.00		

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BL610037	06/16/2025	AMAZON CAPITAL SERVICES	2025-2025 ST AMAZON ORDERS	2,000.00
		010-9120-0-4310-00-1110-1000-000000-015-0120	2,000.00	
PO620031	06/16/2025	AMAZON CAPITAL SERVICES	#BETTERTOGETHER AMAZON BOOKS	1,295.65
		010-1100-0-4211-00-0000-2420-000000-015-0103	1,295.65	
BL610039	06/24/2025	AMAZON CAPITAL SERVICES	Amazon 236 for clubs/electives	5,000.00
		010-9512-0-4310-00-1110-1000-000000-014-0236	5,000.00	
BL610042	06/24/2025	AMAZON CAPITAL SERVICES	AMAZON	5,500.00
		010-9130-0-4310-00-1110-1000-000000-016-0130	5,500.00	
BL610043	06/24/2025	AMAZON CAPITAL SERVICES	AMAZON	6,500.00
		010-1100-0-4310-00-0000-2700-000000-016-0100	6,500.00	
BL610049	06/24/2025	AMAZON CAPITAL SERVICES	Classroom/ Office Supplies	10,000.00
		120-6105-0-4310-00-0001-1000-000000-009-0275	10,000.00	
BL610050	06/24/2025	AMAZON CAPITAL SERVICES	Classroom/ office supplies	10,000.00
		120-5210-0-4310-00-0001-1000-000000-009-0275	10,000.00	
BL610061	06/25/2025	AMAZON CAPITAL SERVICES	Classroom Supplies FY25/26	6,000.00
		010-1100-0-4310-00-1110-1000-000000-004-0100	6,000.00	
BL610066	06/25/2025	AMAZON CAPITAL SERVICES	School Supplies for 25/26 SY	11,000.00
		010-1100-0-4310-00-1110-1000-000000-011-0100	11,000.00	
BL610073	06/30/2025	AMAZON CAPITAL SERVICES	Open PO-Athletic Department	3,500.00
		010-9512-0-4310-00-1110-4200-000000-011-0237	3,500.00	
BL610074	06/30/2025	AMAZON CAPITAL SERVICES	2025-2026 ST AMAZON ORDERS	1,500.00
		010-0000-0-4310-00-1110-1000-000000-015-0101	1,500.00	
BL610084	07/02/2025	AMAZON CAPITAL SERVICES	Open PO for supplies	30,000.00
		010-9590-0-4310-00-0000-7700-000000-009-0570	30,000.00	
BL610113	07/15/2025	AMAZON CAPITAL SERVICES	Misc. Supplies	4,000.00
		010-0000-0-4310-00-0000-7100-000000-009-0600	4,000.00	
BL610115	07/15/2025	AMAZON CAPITAL SERVICES	Early Lit Open PO 25/26	3,226.00
		010-0000-0-4310-00-1110-1000-000000-009-0228	3,226.00	
BL610125	07/16/2025	AMAZON CAPITAL SERVICES	General MOT supplies	5,000.00
		010-8150-0-4380-00-0000-8110-000000-009-0550	5,000.00	
BL610142	07/16/2025	AMAZON CAPITAL SERVICES	Health and Wellness purchases	5,000.00
		010-0000-0-4310-00-0000-2110-000000-009-0229	5,000.00	

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BL610144	07/24/2025	AMAZON CAPITAL SERVICES	NURSES SUPPLY ORDERS 2025	3,000.00	
		010-0000-0-4310-00-0000-3140-000000-009-0435	3,000.00		
BL610145	07/25/2025	AMAZON CAPITAL SERVICES	Materials, Supplies, Equipment	500.00	
		010-0000-0-4310-00-1110-1000-000000-009-0300	500.00		
BL610146	07/25/2025	AMAZON CAPITAL SERVICES	McK-V Students Support	3,000.00	
		010-3010-0-4310-00-1110-1000-000000-009-0252	3,000.00		
BL610147	07/25/2025	AMAZON CAPITAL SERVICES	Newcomer Team Supplies	3,000.00	
		010-4201-0-4310-00-1110-1000-000000-009-0310	3,000.00		
BL610151	08/01/2025	AMAZON CAPITAL SERVICES	Low Incidence Orders	1,500.00	
		010-6500-0-4310-00-5767-1110-000000-009-0350	1,500.00		
BL610152	08/01/2025	AMAZON CAPITAL SERVICES	Open PO for Preschool Supplies	6,000.00	
		010-6500-0-4310-00-5730-1110-000000-009-0350	6,000.00		
BL610153	08/01/2025	AMAZON CAPITAL SERVICES	DO SPED Ordering	10,000.00	
		010-6500-0-4310-00-5761-1110-000000-009-0350	10,000.00		
PO620038	06/24/2025	AMIRA LEARNING INC	iStation Lectura For Mistral	5,430.00	Board Approved 5/8/25
		010-6300-0-4210-00-1110-1000-000000-009-0205	5,430.00		
PO620041	06/25/2025	AMPLIFY EDUCATION INC	Reading Difficulties Screener	26,970.00	Board Approved 4/24/25
		010-1100-0-4210-00-1110-1000-000000-009-0205	13,485.00		
		010-1100-0-9330-00-0000-0000-000000-000-0000	13,485.00		
PO620139	07/15/2025	AMPLIFY EDUCATION INC	CKLA Grade 4 Readers	142.59	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	142.59		
PO620140	07/15/2025	AMPLIFY EDUCATION INC	Caminos G2 Reader Set	454.22	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	454.22		
PO620141	07/15/2025	AMPLIFY EDUCATION INC	Grade 5 CKLA Set	2,203.03	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,203.03		
PO620142	07/15/2025	AMPLIFY EDUCATION INC	Grade 5 CKLA Readers Set	870.65	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	870.65		
PO620143	07/15/2025	AMPLIFY EDUCATION INC	Grade 5 CKLA Class Set	2,203.03	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,203.03		
BL610059	06/25/2025	APPLE INC	Open PO for parts	20,000.00	
		010-9590-0-4310-00-1110-1000-000000-009-0570	20,000.00		
PO620049	06/25/2025	APPLE INC	Staff laptops	113,257.11	
		010-9590-0-4401-00-0000-2420-000000-009-0570	112,977.11		
		010-9590-0-5829-00-0000-2420-000000-009-0570	280.00		

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BL610155	08/01/2025	APPLE INC	Sped Student iPads and Apps	4,000.00	
		010-6500-0-4310-00-5761-1110-000000-009-0350	4,000.00		
BL610156	08/01/2025	APPLE INC	LI Student iPads and Apps	4,000.00	
		010-6500-0-4310-00-5767-1110-000000-009-0350	4,000.00		
BL610121	07/16/2025	AT&T	Landline Phone Service	48,500.00	
		010-8150-0-5930-00-0000-8200-000000-009-0550	48,500.00		
BL610148	07/25/2025	AT&T MOBILITY	Work Cell Phone for BTB/ELOP	1,800.00	
		010-2600-0-5932-00-1110-1000-000000-009-0234	300.00		
		010-6010-0-5932-00-1110-1000-000000-003-0234	300.00		
		010-6010-0-5932-00-1110-1000-000000-005-0234	300.00		
		010-6010-0-5932-00-1110-1000-000000-006-0234	300.00		
		010-6010-0-5932-00-1110-1000-000000-008-0234	300.00		
		010-6010-0-5932-00-1110-1000-000000-011-0234	300.00		
BL610107	07/11/2025	AXIOM INC	SARCS for 24/25	12,800.00	Board Approved 6/12/25
		010-0000-0-5830-00-1110-1000-000000-009-0200	7,850.00		
		010-0000-0-5830-00-1110-1000-000000-009-0214	4,950.00		
BL610034	06/16/2025	B & H PHOTO	Lighting/Soundparts-MediaClass	500.00	
		010-1100-0-4310-00-1110-1000-000000-011-0100	500.00		
BL610164	08/05/2025	BAILEY FENCE COMPANY INC	Fence and Gate Services	25,000.00	
		010-8150-0-5670-00-0000-8110-000000-009-0550	25,000.00		
BL610176	08/06/2025	BAY ALARM COMPANY	Burglar Alarms	175,000.00	
		010-8150-0-5521-00-0000-8200-000000-002-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-003-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-004-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-005-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-006-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-007-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-008-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-009-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-011-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-014-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-015-0550	14,577.50		
		010-8150-0-5521-00-0000-8200-000000-016-0550	14,647.50		
BL610124	07/16/2025	BAY AREA FLOOR MACHINE	Supplies for MOT equipment	10,000.00	
		010-8150-0-4380-00-0000-8200-000000-009-0550	10,000.00		
BL610058	06/25/2025	BECK'S SHOES INCORPORATED	MOT Staff Footwear	10,000.00	
		010-8150-0-4380-00-0000-8200-000000-009-0550	10,000.00		
BL610108	07/15/2025	BELKORP AG LLC	Grounds dept parts & supplies	1,650.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	1,650.00		

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PO620133	07/11/2025	BLICK ART MATERIALS	GR Art Supplies for 2025-26	9,160.17	
		010-6770-4-4310-00-1110-1000-000000-014-0322	9,160.17		
BL610105	07/11/2025	BMR HEALTH SERVICES INC	SpEd Contracted Staffing	697,447.00	Board Approved 5/8/25
		010-6500-0-5830-00-5761-1110-000000-009-0350	697,447.00		
PO620136	07/11/2025	BMR HEALTH SERVICES INC	SPED ESY SLP services	8,650.40	Board Approved 5/8/25
		010-6500-0-5830-00-5761-1110-000000-009-0217	8,650.40		
BL610086	07/02/2025	BONAMI BAKING COMPANY INC	FRESH BAKERY ITEMS FOR MENU	250,000.00	Board Approved 5/29/25
		130-5310-0-4710-00-0000-3700-000000-009-0540	250,000.00		
PO620030	06/16/2025	BOOKS INC	#BETTERTOGETHER BOOKS INC.	1,758.37	
		010-1100-0-4310-00-1110-1000-000000-015-0100	1,758.37		
BL610131	07/16/2025	BRADY INDUSTRIES	Custodial supplies, chemicals	95,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	95,000.00		
PO620012	06/16/2025	BRONSTEIN MUSIC	Replacement band instruments	1,473.19	
		010-9512-0-4310-00-1110-1000-000000-014-0243	1,473.19		
BL610180	08/06/2025	BUS SAFETY TRAINING	Bus Driver Trainer	33,000.00	●
		010-0000-0-5830-00-0000-3600-000000-009-0560	33,000.00		
BD630001	07/02/2025	BUTTERFLY MX INC	ACCESS CONTROL AT THE 7S	6,350.40	Board Approved 12/7/23 - Bond
		400-0000-0-5846-00-0000-8200-000000-777-0780	6,350.40		
PO620034	06/24/2025	CALIFORNIA SPORTS DESIGN LLC	PE Uniforms for 2025-26	17,354.42	
		010-9512-0-4310-00-1110-1000-000000-014-0237	17,354.42		
BL610046	06/24/2025	CALIFORNIA WATER SERVICE	Utilities Water at Imai 25-26	24,000.00	
		010-0000-0-5555-00-0000-8200-000000-004-0503	24,000.00		
BL610179	08/06/2025	CANOPY	Tree planting and care	90,000.00	MYC-3 years Board Approved 6/12/25
		010-8150-0-5830-00-0000-8110-000000-009-0550	90,000.00		
BL610112	07/15/2025	CAR STICKERS INC	PO for Chromebook Stickers	4,000.00	
		010-9590-0-4310-00-1110-1000-000000-009-0570	4,000.00		
BL610139	07/16/2025	CARE SOLACE INC	Billing Support for CYBHI	14,000.00	MYC-3 years Board Approved 6/12/25
		010-9613-0-5830-00-1110-1000-000000-009-0229	14,000.00		
BL610060	06/25/2025	CDW Government	Open PO for supplies and equip	30,000.00	
		010-9590-0-4310-00-0000-2420-000000-009-0570	15,000.00		
		010-9590-0-4401-00-1110-1000-000000-009-0570	15,000.00		
BL610065	06/25/2025	CDW Government	Open PO for software renewals	130,000.00	
		010-9590-0-5846-00-0000-2420-000000-009-0580	130,000.00		

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PO620157	07/25/2025	CDW Government	Microphones and transmitter	3,965.60	
		010-9590-0-4310-00-1110-1000-000000-009-0572		1,237.48	
		010-9590-0-4401-00-1110-1000-000000-009-0572		2,728.12	
PO620169	08/05/2025	CDW Government	Backup Data system	9,101.03	
		010-9590-0-4310-00-0000-7700-000000-009-0570		43.65	
		010-9590-0-4401-00-0000-7700-000000-009-0570		2,073.38	
		010-9590-0-6410-00-0000-7700-000000-009-0570		6,984.00	
BL610069	06/30/2025	CENTRAL COMPUTERS INC	Open PO for supplies	4,000.00	
		010-9590-0-4310-00-0000-7700-000000-009-0570		4,000.00	
BL610017	06/16/2025	CERTIFIX LIVE SCAN	FINGERPRINT PROCESSING 2025-26	4,000.00	
		010-0000-0-5838-00-0000-7400-000000-009-0400		4,000.00	
PO620151	07/16/2025	CHARACTER STRONG LLC	Soc Emotion Curriculum	92,190.60	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-009-0229		92,190.60	
BL610100	07/08/2025	CHILDREN'S HEALTH COUNCIL	25/26 NPS student placement	624,252.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381		624,252.00	
BL610171	08/06/2025	CHILDREN'S HEALTH COUNCIL	NPS Placement Sand Hill	77,480.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381		77,480.00	
PO620015	06/16/2025	CHRISTIAN BELLISSIMO	Professional Development 8/11	4,435.00	Board Approved 4/24/25
		120-6105-0-5830-00-0001-1000-000000-009-0275		4,435.00	
BD630000	06/24/2025	CHRISTY WHITE ASSOCIATES	MEASURE T AUDIT	5,695.00	Board Approved 3/6/25 - Bond
		212-9703-0-5820-00-0000-8500-000000-009-0700		5,695.00	
BL610088	07/02/2025	CHRISTY WHITE ASSOCIATES	Audit Services FY 2025-2026	35,640.00	Board Approved 3/6/25
		010-0000-0-5820-00-0000-7100-000000-009-0610		35,640.00	
BD630004	07/16/2025	CIS INC	DSA INSPECT - ROOFING PHASE 1	12,400.00	Board Approved 5/29/25 - Bond
		212-9703-0-6235-00-0000-8500-000000-002-0716		3,100.00	
		212-9703-0-6235-00-0000-8500-000000-004-0716		3,100.00	
		212-9703-0-6235-00-0000-8500-000000-005-0716		3,100.00	
		212-9703-0-6235-00-0000-8500-000000-011-0716		3,100.00	
BL610047	06/24/2025	CITY OF MOUNTAIN VIEW	Utilities 2025-26	731,000.00	
		010-0000-0-5555-00-0000-8200-000000-002-0503		52,602.17	
		010-0000-0-5555-00-0000-8200-000000-003-0503		13,000.00	
		010-0000-0-5555-00-0000-8200-000000-004-0503		30,000.00	
		010-0000-0-5555-00-0000-8200-000000-005-0503		32,565.74	
		010-0000-0-5555-00-0000-8200-000000-006-0503		38,990.17	
		010-0000-0-5555-00-0000-8200-000000-007-0503		30,985.49	
		010-0000-0-5555-00-0000-8200-000000-008-0503		50,561.05	
		010-0000-0-5555-00-0000-8200-000000-009-0503		218,100.36	
		010-0000-0-5555-00-0000-8200-000000-011-0503		93,556.80	
		010-0000-0-5555-00-0000-8200-000000-014-0503		128,300.86	

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		010-0000-0-5555-00-0000-8200-000000-015-0503	16,337.36		
		010-0000-0-5555-00-0000-8200-000000-016-0503	26,000.00		
PO620036	06/24/2025	CITY OF MOUNTAIN VIEW	Crossing Guard 2025-26	50,000.00	
		010-0000-0-5830-00-0000-8200-000000-009-0503	50,000.00		
BL610120	07/16/2025	CITY OF MOUNTAIN VIEW	Alarm Calls	12,000.00	
		010-8150-0-5521-00-0000-8200-000000-002-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-003-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-004-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-005-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-006-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-007-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-008-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-009-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-011-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-014-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-015-0550	1,000.00		
		010-8150-0-5521-00-0000-8200-000000-016-0550	1,000.00		
BL610133	07/16/2025	CLEAN HARBORS DISPOSAL	Waste disposal service	55,000.00	Board Approved 6/12/25
		010-8150-0-5830-00-0000-8110-000000-009-0550	55,000.00		
PO620156	07/16/2025	CLEARGOV INC	District financial data access	21,200.00	Board Approved 5/8/25
		010-0000-0-5846-00-0000-7300-000000-009-0500	21,200.00		
BL610130	07/16/2025	COGENT SOLUTIONS & SUPPLIES	Custodial supplies, chemicals	40,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	40,000.00		
BL610109	07/15/2025	CONCENTRA MEDICAL CENTERS	Driver drug test and physicals	3,300.00	
		010-8150-0-5876-00-0000-8110-000000-009-0550	3,300.00		
BL610122	07/16/2025	CORODATA SHREDDING INC	Shredding services, all sites	6,500.00	
		010-0000-0-5816-00-0000-8200-000000-009-0550	6,500.00		
BL610127	07/16/2025	CREATIVE LEARNING CENTER INC	25/26 NPS student placement	313,499.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381	313,499.00		
PO620160	08/01/2025	CRESS MANUFACTURING COMPANY	Stevenson Kiln	4,880.60	
		010-8150-0-4410-00-0000-8110-000000-009-0550	4,880.60		
BL610082	07/02/2025	CRYSTAL CREAMERY INC	Milk for all sites	180,000.00	Board Approved 5/29/25
		130-5310-0-4710-00-0000-3700-000000-009-0540	180,000.00		
PO620124	07/08/2025	CSMA	Art and Music Program for TK-5	546,797.00	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-009-0244	48,736.00		
		010-0000-0-5830-00-1110-1000-000000-009-0245	37,631.00		
		010-9512-0-5830-00-1110-1000-000000-009-0244	224,685.00		
		010-9512-0-5830-00-1110-1000-000000-009-0245	235,745.00		

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PO620095	07/02/2025	CURRICULUM ASSOCIATES LLC	Ellevation Renewal	17,537.50	Board Approved 5/29/25
		010-4203-0-5846-00-1110-1000-000000-009-0311	17,537.50		
PO620153	07/16/2025	CURRICULUM ASSOCIATES LLC	i-Ready Math 1-Year	22,663.00	
		010-6300-0-5846-00-1110-1000-000000-009-0205	22,663.00		
BL610089	07/02/2025	DANIELSEN COMPANY	FOOD ITEMS	200,000.00	Board Approved 6/12/25
		130-5310-0-4710-00-0000-3700-000000-009-0540	200,000.00		
BL610055	06/25/2025	DANNIS WOLIVER KELLEY	LEGAL FEES 2025-26	150,000.00	
		010-0000-0-5845-00-0000-7400-000000-009-0400	150,000.00		
BL610168	08/05/2025	DE LAGE LANDEN FIN. SERVICES	Lease 2025-2026	7,000.00	Board Approved 5/29/25
		010-0000-0-5610-00-0000-7550-000000-009-0504	7,000.00		
PO620032	06/16/2025	DEMCO	#BETTERTOGETHER DEMCO	1,335.00	
		010-1100-0-4310-00-1110-1000-000000-015-0100	1,335.00		
PO620101	07/02/2025	DEMCO	Supplies for Library bk repair	605.94	
		010-1100-0-4310-00-0000-2420-000000-014-0103	605.94		
BL610126	07/16/2025	DEPT OF INDUSTRIAL RELATIONS	Conveyance Invoices all sites	5,500.00	
		010-8150-0-5873-00-0000-8110-000000-009-0550	5,500.00		
BL610018	06/16/2025	DEPT OF JUSTICE	FINGERPRINT FEES 2025-26	4,000.00	
		010-0000-0-5838-00-0000-7400-000000-009-0400	4,000.00		
BD630006	08/04/2025	DIVISION OF STATE ARCHITECT	WINDOW PROJECT FINAL DSA FEES	3,741.87	
		212-9702-0-6255-00-0000-8500-000000-005-0735	3,741.87		
BD630007	08/06/2025	DIVISION OF STATE ARCHITECT	RESTROOM PLAN REVIEW FEES	7,200.00	
		212-9703-0-6255-00-0000-8500-000000-008-0718	7,200.00		
BL610023	06/16/2025	DOCUMENT TRACKING SERVICES LLC	25/26 LCAP translation overage	3,200.00	Board Approved 3/20/25
		010-0000-0-5830-00-1110-1000-000000-009-0214	3,200.00		
BL610169	08/06/2025	DRYCO CONSTRUCTION INC	Restriping services	75,000.00	●
		010-8150-0-5830-00-0000-8110-000000-009-0550	75,000.00		
BL610019	06/16/2025	E3 HCI AUDIOMETRICS	EQUIPMENT MAINTENANCE	2,000.00	
		010-0000-0-5610-00-0000-7400-000000-009-0400	2,000.00		
BL610093	07/02/2025	EAST BAY RESTAURANT SUPPLY INC	EQUIPMENT ALL SITES	10,000.00	
		130-5310-0-4310-00-0000-3700-000000-009-0540	4,000.00		
		130-5310-0-4410-00-0000-3700-000000-009-0540	6,000.00		
PO620129	07/11/2025	EDFILES INC	Records Retention Subscription	5,988.00	
		010-6500-0-5846-00-5761-1110-000000-009-0350	5,988.00		

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PO Num	Order Date	Vendor Name	Order Description	Encumbered	
		Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr			
BL610102	07/11/2025	EDTHEORY LLC	SpEd Contracted Staffing	164,736.00	Board Approved 4/24/25
		010-6500-0-5830-00-5761-1110-000000-009-0350	164,736.00		
BL610072	06/30/2025	EMERGENCY AND HEALTH TRAINING	CPR & First Aid Certification	2,100.00	Board Approved 5/29/25
		120-6105-0-5830-00-0001-1000-000000-009-0275	2,100.00		
PO620131	07/11/2025	ENOME INC.	Goalbook Toolkit Membership	37,930.00	MYC-3 years Board Approved 5/16/24
		010-6500-0-5846-00-5760-1110-000000-009-0350	37,930.00		
BL610117	07/16/2025	ENVIRONMENTAL SYSTEMS INC	HVAC maintenance, repair	215,000.00	Board Approved 4/24/25
		010-8150-0-5608-00-0000-8110-000000-009-0550	215,000.00		
BL610135	07/16/2025	ENVIRONMENTAL SYSTEMS INC	HVAC Maintenance	215,000.00	CANCELLED
		010-8150-0-5608-00-0000-8110-000000-009-0550	215,000.00		
PO620125	07/08/2025	ENVIRONMENTAL VOLUNTEERS INC	4th/5th gr science program	70,000.00	Board Approved 6/12/25
		010-9512-0-5830-00-1110-1000-000000-009-0224	70,000.00		
PO620007	06/16/2025	EveryChild California	Professional Memberships ECE	625.00	
		120-6105-0-5300-00-0001-1000-000000-009-0275	625.00		
BL610101	07/08/2025	FAGEN FRIEDMAN & FULFROST LLP	25/26 SPED Legal Consultants	100,000.00	Board Approved 6/12/25
		010-6500-0-5845-00-5001-2110-000000-009-0350	100,000.00		
BL610116	07/15/2025	FAGEN FRIEDMAN & FULFROST LLP	Attorney services and counsel	3,000.00	
		010-0000-0-5845-00-0000-7100-000000-009-0610	3,000.00		
BL610070	06/30/2025	FEDEX KINKO'S	Open PO for shipping	1,000.00	
		010-9590-0-5850-00-0000-7200-000000-009-0570	1,000.00		
PO620029	06/16/2025	FLINN SCIENTIFIC INC	Frogs for Dissection	2,059.57	
		010-1100-0-4310-00-1110-1000-000000-014-0100	2,059.57		
PO620008	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	BETTER TOGETHER 2025 Vargas	3,383.34	X
		010-1100-0-4310-00-0000-2420-000000-007-0103	3,383.34		
PO620009	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	BETTER TOGETHER 2025 Mistral	1,741.66	X
		010-1100-0-4310-00-0000-2420-000000-016-0103	1,741.66		
PO620010	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together Library Books	3,707.67	X
		010-1100-0-4211-00-0000-2420-000000-011-0103	3,707.67		
PO620013	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together 2025 Imai	2,004.21	X
		010-1100-0-4310-00-1110-1000-000000-004-0100	2,004.21		
PO620014	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together 2025 Library	3,243.27	X
		010-1100-0-4211-00-0000-2420-000000-006-0103	3,243.27		

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		Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr				
PO620026	06/16/2025	FOLLETT SCHOOL SOLUTIONS INC	Better Together	library books	3,954.26	X
		010-1100-0-4211-00-0000-2420-000000-005-0103		3,954.26		
PO620120	07/02/2025	FOLLETT SCHOOL SOLUTIONS INC	ELA Novels		1,199.58	X
		010-6300-0-4210-00-1110-1000-000000-009-0205		1,199.58		
PO620126	07/08/2025	FOLLETT SCHOOL SOLUTIONS INC	ELA Novels		13,980.13	X
		010-6300-0-4210-00-1110-1000-000000-009-0205		13,980.13		
BL610138	07/16/2025	FOSTER BROTHERS SECURITY	Repair services		9,500.00	●
		010-8150-0-5830-00-0000-8200-000000-009-0550		9,500.00		
PO620098	07/02/2025	FRONTLINE EDUCATION	Absence management renewal		23,523.74	
		010-9590-0-5846-00-0000-2420-000000-009-0580		23,523.74		
PO620099	07/02/2025	FRONTLINE EDUCATION	Frontline Central Renewal		19,164.60	
		010-9590-0-5846-00-0000-2420-000000-009-0580		19,164.60		
PO620100	07/02/2025	FRONTLINE EDUCATION	Applicant Tracking renewal		7,973.70	
		010-9590-0-5846-00-0000-7400-000000-009-0580		7,973.70		
PO620016	06/16/2025	GARBANZO	Subscription Spanish Reading		499.00	
		010-1100-0-5300-00-1110-1000-000000-011-0100		499.00		
PO620105	07/02/2025	GARBANZO	Online Spanish Library		499.00	
		010-1100-0-4310-00-0000-2420-000000-014-0103		499.00		
BL610057	06/25/2025	GARDENLAND CENTER INC	Parts & Supplies for Grounds		9,900.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550		9,900.00		
BL610079	07/02/2025	GOLD STAR FOODS INC	Food Items		275,000.00	Board Approved 5/29/25
		130-5310-0-4710-00-0000-3700-000000-009-0540		275,000.00		
BL610085	07/02/2025	GOOGLE INC	Open PO for Google SAS		5,000.00	
		010-9590-0-5846-00-0000-7700-000000-009-0570		5,000.00		
BL610054	06/24/2025	GRAINGER	Parts & Supplies		45,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550		45,000.00		
PO620071	06/30/2025	GREAT MINDS PBC	Eureka Math New 5th Grade		545.68	X
		010-6300-0-4210-00-1110-1000-000000-009-0205		545.68		
PO620076	07/02/2025	GREAT MINDS PBC	Eureka Math consumables		18,923.87	X
		010-6300-0-4210-00-1110-1000-000000-009-0205		18,923.87		
PO620077	07/02/2025	GREAT MINDS PBC	Eureka Math consumables		11,989.10	X
		010-6300-0-4210-00-1110-1000-000000-009-0205		11,989.10		

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PO Num	Order Date	Vendor Name	Order Description	Encumbered	
		Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr			
PO620078	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	18,391.02	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	18,391.02		
PO620079	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	19,730.53	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	19,730.53		
PO620080	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	17,464.13	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	17,464.13		
PO620081	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	23,101.53	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	23,101.53		
PO620082	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	11,081.14	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	11,081.14		
PO620083	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	11,342.67	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	11,342.67		
PO620084	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	13,279.14	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	13,279.14		
PO620085	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	19,490.73	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	19,490.73		
PO620086	07/02/2025	GREAT MINDS PBC	Eureka Math consumables	17,287.89	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	17,287.89		
PO620028	06/16/2025	GREAT! PRINTING & COPIES	Admit Slips for 25-26	392.92	
		010-1100-0-4310-00-0000-2700-000000-014-0100	392.92		
PO620161	08/05/2025	GREAT! PRINTING & COPIES	Envelopes for EL Notifications	1,009.78	
		010-0000-0-4310-00-1110-1000-000000-009-0300	1,009.78		
BD530053	06/18/2025	GUERRA CONSTRUCTION GRP	CONSTRUCTION OUTDOOR LEARN VA	847,427.00	Board Approved 2/13/25 - Bond
		212-9703-0-6130-00-0000-8500-000000-007-0734	847,427.00		
PO620054	06/30/2025	HAND2MIND INC	Early Literacy - phonics sets	2,356.77	
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,356.77		
BL610053	06/24/2025	HEALTH CONNECTED	Sexual Health Instruction	72,890.00	Board Approved 5/8/25
		010-6300-0-5830-00-1110-1000-000000-009-0205	72,890.00		
BL610077	06/30/2025	HEANEY VIOLINS	InstrumentMaint.Supplies 25/26	1,000.00	
		010-9131-0-5605-00-1110-1000-000000-011-0131	1,000.00		
BL610141	07/16/2025	HEANEY VIOLINS	Instrument repairs	5,000.00	
		010-0000-0-5670-00-1110-1000-000000-009-0242	5,000.00		

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PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO620127	07/08/2025	HEGGERTY PHONEMIC AWARENESS	Literably - English Fluency	14,919.95	Board Approved 6/12/25
		010-6300-0-4210-00-1110-1000-000000-009-0205	14,919.95		
PO620037	06/24/2025	HERFF JONES LLC	Yearbooks 2025-2026	12,152.16	
		010-9120-0-4310-00-1110-1000-000000-011-0120	12,152.16		
PO620152	07/16/2025	HERTZ FURNITURE SYSTEMS LLC	ML classroom furniture	27,561.80	
		010-0000-0-4310-00-0000-8200-000000-009-0550	21,844.14		
		010-0000-0-4402-00-0000-8200-000000-009-0550	5,717.66		
BL610068	06/30/2025	HOME DEPOT	Open PO for Supplies	2,000.00	
		010-9590-0-4310-00-0000-7700-000000-009-0570	2,000.00		
BL610118	07/16/2025	HOME DEPOT	Parts & Supplies	38,500.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	38,500.00		
PO620144	07/15/2025	HOUGHTON MIFFLIN HARCOURT	Read 180	2,300.00	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,300.00		
PO620146	07/15/2025	HOUGHTON MIFFLIN HARCOURT	Read 180	4,142.07	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	4,142.07		
PO620147	07/15/2025	HOUGHTON MIFFLIN HARCOURT	Read 180	2,939.51	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,939.51		
BL610052	06/24/2025	ICE SYSTEMS LLC	Proxmox Licenses 2025-2026	7,000.00	
		010-9590-0-5846-00-0000-7700-000000-009-0580	7,000.00		
PO620092	07/02/2025	IMPERIAL DADE	PAPER ITEMS	75,000.00	
		130-5310-0-4390-00-0000-3700-000000-009-0540	75,000.00		
PO620047	06/25/2025	IXL LEARNING INC	Software Curriculum Subscript.	10,125.00	MYC-3 years Board Approved 3/20/25
		010-9120-0-5846-00-1110-1000-000000-005-0120	10,125.00		
PO620024	06/16/2025	JOHNS HOPKINS UNIVERSITY	Honors Algebra	3,078.00	Board Approved 5/29/25
		010-1100-0-5830-00-1110-1000-000000-009-0205	3,078.00		
PO620072	07/02/2025	JOSE VALDES MATH FOUNDATION	Summer 2025 - Math Program	9,000.00	Board Approved 4/3/25
		010-2600-0-5830-00-1110-1000-000000-009-0217	9,000.00		
PO620148	07/16/2025	JP DIGITAL IMAGING INC	Gate Signage with City	6,236.12	
		010-8150-0-4380-00-0000-8110-000000-009-0550	6,236.12		
PO620123	07/02/2025	JUSTFOIA INC	PRA Management Platform	8,250.00	Board Approved 5/29/25
		010-0000-0-5830-00-0000-7100-000000-009-0600	8,250.00		
BL610076	06/30/2025	JW PEPPER & SON INC	Sheet Music/MusicBookPurchases	500.00	
		010-9131-0-4310-00-1110-1000-000000-011-0131	500.00		

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PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO620104	07/02/2025	KAPCO	Library Book Corner Protectors	440.29	
		010-1100-0-4310-00-0000-2420-000000-014-0103	440.29		
BL610064	06/25/2025	KELLY SPICERS INC	Copy paper for 25-26	6,000.00	
		010-1100-0-4310-00-1110-1000-000000-011-0100	6,000.00		
BL610132	07/16/2025	KELLY SPICERS INC	Custodial supplies	65,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	65,000.00		
BD630002	07/02/2025	KEYANALYTICS	KEYANALYTICS MONTHLY SVCS FEES	54,000.00	Board Approved 5/30/19 - Bond
		212-9703-0-5830-00-0000-8500-000000-009-0700	54,000.00		
BL610137	07/16/2025	KILLROY PEST CONTROL INC	Pest control service	20,000.00	Board Approved 5/29/25
		010-8150-0-5830-00-0000-8110-000000-009-0550	20,000.00		
PO620018	06/16/2025	LAKESHORE LEARNING MATERIAL	TK Classrooms Theuerkauf	847.99	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	847.99		
PO620019	06/16/2025	LAKESHORE LEARNING MATERIAL	TK Classroom	1,482.97	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,482.97		
PO620020	06/16/2025	LAKESHORE LEARNING MATERIAL	TK Classroom Mistral	1,090.06	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,090.06		
PO620021	06/16/2025	LAKESHORE LEARNING MATERIAL	TK Classrooms Monta Loma	1,756.15	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,756.15		
BL610051	06/24/2025	LAKESHORE LEARNING MATERIAL	Classroom Materials/Furniture	15,000.00	X
		120-5210-0-4310-00-0001-1000-000000-009-0275	15,000.00		
PO620048	06/25/2025	LAKESHORE LEARNING MATERIAL	New TK Classroom SetUp Landels	20,217.12	X
		010-1100-0-4210-00-1110-1000-000000-009-0205	20,217.12		
PO620056	06/30/2025	LAKESHORE LEARNING MATERIAL	Professional Development	3,750.00	X
		010-0000-0-5830-00-1110-1000-000000-009-0204	1,237.50		
		120-6105-0-5830-00-0001-1000-000000-009-0275	2,512.50		
PO620149	07/16/2025	LAKESHORE LEARNING MATERIAL	TK SAI Room 22 Imai	12,400.92	X
		010-6053-0-4402-00-1110-1000-000000-009-0227	7,502.56		
		010-6500-0-4310-00-5761-1110-000000-009-0350	4,898.36		
PO620154	07/16/2025	LAKESHORE LEARNING MATERIAL	New TK Classroom Rm 3	21,828.81	X
		010-1100-0-4210-00-1110-1000-000000-009-0205	21,828.81		
PO620130	07/11/2025	LEARNING ALLY	Subscription Renewal	12,242.30	MYC-5 years Board Approved 8/12/21
		010-6500-0-5846-00-5761-1110-000000-009-0350	12,242.30		
PO620025	06/16/2025	LINDEN TREE	Bks for GR Library Club	239.86	
		010-1100-0-4211-00-0000-2420-000000-014-0103	239.86		

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PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
BL610140	07/16/2025	LIVING CLASSROOM	Garden based science	140,000.00	Board Approved 5/29/25
		010-9512-0-5830-00-1110-1000-000000-009-0223		60,000.00	
		010-9590-0-5830-00-1110-1000-000000-009-0223		80,000.00	
BL610162	08/05/2025	LOS ALTOS SCHOOL DIST	SpEd Services placement	269,000.00	Board Approved 6/12/25
		010-6500-0-5830-00-5761-1110-000000-009-0350		269,000.00	
BL610174	08/06/2025	LOS ALTOS SCHOOL DIST	Los Altos SD employee share	110,032.23	Board Approved 6/12/25
		010-6500-0-5830-00-5767-1110-000000-009-0350		110,032.23	
PO620091	07/02/2025	MARCOPOLO LEARNING INC	Curriculum Materials	7,500.00	Board Approved 5/29/25
		120-6105-0-5300-00-0001-1000-000000-009-0275		7,500.00	
PO620107	07/02/2025	MCGRAW HILL SCHOOL EDUCATION	StudySync Print Consumables	15,338.99	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		15,338.99	
PO620108	07/02/2025	MCGRAW HILL SCHOOL EDUCATION	StudySync Print Consumables	5,471.57	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		5,471.57	
BL610129	07/16/2025	MEDICAL BILLING TECHNOLOGIES	Medi-Cal Billing	40,000.00	MYC-5 years Board Approved 6/15/23
		010-9301-0-5830-00-0000-2700-000000-009-0355		40,000.00	
BL610181	08/06/2025	MILPITAS ELECTRIC INC	Electrician maintenance repair	65,000.00	●
		010-8150-0-5611-00-0000-8200-000000-009-0550		65,000.00	
BL610048	06/24/2025	MOBILE MODULAR MGMT CORP	PORTABLE RENTAL AT LANDELS	27,601.56	
		010-0000-0-5652-00-0000-8700-000000-009-0510		27,601.56	
BL610099	07/08/2025	MORGAN AUTISM CENTER	NPS Student Placement	158,028.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381		158,028.00	
BL610175	08/06/2025	MOUNTAIN VIEW LOS ALTOS UNION	DHH/Audiology on Loan	321,799.77	Board Approved 6/12/25
		010-6500-0-5830-00-5767-1110-000000-009-0350		321,799.77	
PO620022	06/16/2025	MYSTERY SCIENCE INC.	Online Science Subscription	1,695.00	
		010-9120-0-5300-00-1110-1000-000000-005-0120		1,695.00	
PO620168	08/05/2025	N2Y LLC	License Renewal	10,892.96	Board Approved 6/12/25
		010-6500-0-5846-00-5761-1110-000000-009-0350		10,892.96	
BL610081	07/02/2025	NEW YORK PIZZA INC	Fresh Pizza for all sites	225,000.00	Board Approved 5/29/25
		130-5310-0-4710-00-0000-3700-000000-009-0540		225,000.00	
PO620060	06/30/2025	NEWSELA INC	online subscription - ELA	1,653.46	
		010-9130-0-5846-00-1110-1000-000000-005-0130		1,653.46	
PO620042	06/25/2025	NOTABLE INCORPORATED	Kami Renewal 2025-2026	21,850.00	
		010-9590-0-5846-00-0000-2420-000000-009-0580		21,850.00	

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PO620145	07/15/2025	NUMERACY CONSULTANT LLC	Professional Dev	350.00	
		010-0000-0-5250-00-1110-1000-000000-009-0204	350.00		
PO620033	06/24/2025	NatureBRIDGE	Yosemite Program Spring 2026	247,995.00	Board Approved 4/24/25
		010-0000-0-5830-00-1110-1000-000000-014-0226	247,995.00		
BL610063	06/25/2025	O'MALLEY, KATE	Coaching for TK teachers	6,600.00	Board Approved 5/29/25
		010-0000-0-5885-00-1110-1000-000000-009-0204	6,600.00		
BL610096	07/02/2025	O'MALLEY, KATE	Coaching for Pre-K Teachers	25,000.00	Board Approved 5/29/25
		120-6127-0-5830-00-0001-1000-000000-009-0275	25,000.00		
BL610021	06/16/2025	OFFICE DEPOT	FY25/26 Misc office supplies	3,000.00	
		010-0000-0-4310-00-0000-2700-000000-009-0200	3,000.00		
BL610026	06/16/2025	OFFICE DEPOT	DO copier paper supply 25/26	2,000.00	
		010-0000-0-4310-00-0000-7500-000000-009-0504	2,000.00		
BL610027	06/16/2025	OFFICE DEPOT	2025-2026 office supplies	3,000.00	
		010-0000-0-4310-00-0000-7300-000000-009-0500	3,000.00		
BL610032	06/16/2025	OFFICE DEPOT	Classroom/office supplies25/26	4,000.00	
		010-1100-0-4310-00-1110-1000-000000-005-0100	4,000.00		
BL610033	06/16/2025	OFFICE DEPOT	CR - School Supplles 25-26	2,000.00	
		010-1100-0-4310-00-1110-1000-000000-011-0100	2,000.00		
BL610040	06/24/2025	OFFICE DEPOT	OFFICE DEPOT	5,000.00	
		010-9130-0-4310-00-1110-1000-000000-016-0130	5,000.00		
BL610041	06/24/2025	OFFICE DEPOT	OFFICE DEPOT	5,000.00	
		010-1100-0-4310-00-1110-1000-000000-016-0100	5,000.00		
BL610056	06/25/2025	OFFICE DEPOT	Preschool Supplies FY25/26	5,000.00	
		120-6105-0-4310-00-0001-1000-000000-009-0275	5,000.00		
BL610062	06/25/2025	OFFICE DEPOT	Student Supplies FY25/26	6,000.00	
		010-1100-0-4310-00-1110-1000-000000-004-0100	6,000.00		
BL610067	06/25/2025	OFFICE DEPOT	2025-2026 ST OFFICE DEPOT	10,000.00	
		010-1100-0-4310-00-1110-1000-000000-015-0100	10,000.00		
BL610094	07/02/2025	OFFICE DEPOT	OFFICE ITEMS ALL SITES 25/26FY	6,000.00	
		130-5310-0-4310-00-0000-3700-000000-009-0540	6,000.00		
BL610110	07/15/2025	OFFICE DEPOT	Office Supplies	1,800.00	
		010-8150-0-4310-00-0000-8110-000000-009-0550	1,800.00		

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BL610114	07/15/2025	OFFICE DEPOT	Misc. Supplies	4,000.00	
		010-0000-0-4310-00-0000-7100-000000-009-0600	4,000.00		
BL610154	08/01/2025	OFFICE DEPOT	SPED Mis Order	7,000.00	
		010-6500-0-4310-00-5761-1110-000000-009-0350	7,000.00		
PO620166	08/05/2025	OPTERRA ENERGY SERVICES LLC	Solar Repair, district wide	95,552.13	Original contract Board Approved 10/22/2020 under Engie Services
		010-8150-0-5670-00-0000-8200-000000-009-0550	95,552.13		
BD630005	07/16/2025	ORBACH HUFF & HENDERSON LLP	Legal Rep - CAPITAL PROJECTS	190,000.00	
		212-9703-0-5845-00-0000-8500-000000-009-0700	190,000.00		
BL610167	08/05/2025	ORBACH HUFF & HENDERSON LLP	25-26 Facilities Program Suppo	135,000.00	Board Approved 6/12/25
		010-0000-0-5845-00-0000-7300-000000-009-0500	135,000.00		
BL610104	07/11/2025	OUTSIDE VOICES SPEECH THERAPY	25/26 Contracted Svc for AAC	104,500.00	Board Approved 4/24/25
		010-6500-0-5830-00-5761-1110-000000-009-0350	104,500.00		
BL610166	08/05/2025	PACIFIC AUTISM CENTER FOR	ESY NPS	18,254.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381	18,254.00		
BL610045	06/24/2025	PACIFIC GAS AND ELECTRIC CO	Utilities 2025-26 FY	1,318,300.00	
		010-0000-0-5501-00-0000-8200-000000-002-0503	3,800.00		
		010-0000-0-5501-00-0000-8200-000000-003-0503	4,000.00		
		010-0000-0-5501-00-0000-8200-000000-004-0503	3,900.00		
		010-0000-0-5501-00-0000-8200-000000-005-0503	200.00		
		010-0000-0-5501-00-0000-8200-000000-006-0503	500.00		
		010-0000-0-5501-00-0000-8200-000000-007-0503	11,100.00		
		010-0000-0-5501-00-0000-8200-000000-008-0503	8,300.00		
		010-0000-0-5501-00-0000-8200-000000-011-0503	17,000.00		
		010-0000-0-5501-00-0000-8200-000000-014-0503	32,000.00		
		010-0000-0-5501-00-0000-8200-000000-016-0503	4,000.00		
		010-0000-0-5502-00-0000-8200-000000-002-0503	92,000.00		
		010-0000-0-5502-00-0000-8200-000000-003-0503	82,200.00		
		010-0000-0-5502-00-0000-8200-000000-004-0503	82,600.00		
		010-0000-0-5502-00-0000-8200-000000-005-0503	52,300.00		
		010-0000-0-5502-00-0000-8200-000000-006-0503	99,300.00		
		010-0000-0-5502-00-0000-8200-000000-007-0503	56,400.00		
		010-0000-0-5502-00-0000-8200-000000-008-0503	139,600.00		
		010-0000-0-5502-00-0000-8200-000000-009-0503	14,100.00		
		010-0000-0-5502-00-0000-8200-000000-011-0503	238,000.00		
		010-0000-0-5502-00-0000-8200-000000-014-0503	142,900.00		
		010-0000-0-5502-00-0000-8200-000000-015-0503	151,900.00		
		010-0000-0-5502-00-0000-8200-000000-016-0503	82,200.00		
BL610029	06/16/2025	PACIFIC OFFICE AUTOMATION	Castro 2025 - 26 Riso Machine	500.00	
		010-1100-0-4310-00-0000-2700-000000-003-0100	500.00		

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BL610030	06/16/2025	PACIFIC OFFICE AUTOMATION	Riso copy machine click charge	500.00	
		010-1100-0-4310-00-1110-1000-000000-005-0100	500.00		
BL610080	07/02/2025	PACIFIC RIM PRODUCE	Produce	200,000.00	Board Approved 5/29/25
		130-5310-0-4710-00-0000-3700-000000-009-0540	200,000.00		
PO620087	07/02/2025	PANORAMA EDUCATION INC.	Educational Survey tools	35,000.00	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-009-0229	35,000.00		
BL610170	08/06/2025	PANORAMIC DESIGN GROUP INC	Irrigation Design	25,000.00	●
		010-8150-0-5830-00-0000-8110-000000-009-0550	25,000.00		
PO620134	07/11/2025	PARENT GUARDIAN 6687	Settlement Agreement	25,109.75	Board Approved 4/18/24 - Balance left, to pay by 10/25
		010-6500-0-5803-00-5761-1110-000000-009-0350	25,109.75		
PO620137	07/15/2025	PARENT GUARDIAN 8363	Parent Reimbursement	4,730.00	Board Approved 10/19/23 - Balance left, to pay by 12/25
		010-6500-0-5803-00-5761-1110-000000-009-0350	4,730.00		
PO620170	08/05/2025	PARENT GUARDIAN 8434	Settlement Agreement	5,760.00	Board Approved 4/4/25 - Balance left, to pay by 8/27
		010-6500-0-5803-00-5761-1110-000000-009-0350	5,760.00		
PO620159	08/01/2025	PARENT GUARDIAN 8460	Settlement Parent Reimb.	5,365.00	Board Approved 5/30/24 - Balance left, to pay by 6/26
		010-6500-0-5803-00-5761-1110-000000-009-0350	5,365.00		
PO620135	07/11/2025	PARENT GUARDIAN 8522	Parent Reimbursement	35,000.00	Board Approved 5/30/24 - Balance left, to pay by 9/25
		010-6500-0-5803-00-5761-1110-000000-009-0350	35,000.00		
PO620017	06/16/2025	PAUL H. BROOKES PUBLISHING CO.	ASQ Annual Subscriptions	849.90	
		120-6127-0-5300-00-0001-1000-000000-009-0275	849.90		
PO620035	06/24/2025	PBC GURU LLC	FY 25/26 Bookbreak Renewal	16,020.00	Board Approved 4/24/25
		010-1100-0-5846-00-1110-1000-000000-009-0205	16,020.00		
PO620044	06/25/2025	PEGASUS PRODUCTS GROUP LLC	PE Uniforms 2025-2026 SY	16,041.38	
		010-9120-0-4310-00-1110-1000-000000-011-0120	16,041.38		
BL610143	07/16/2025	PITNEY BOWES INC	Postage meter/lease	12,500.00	
		010-0000-0-5610-00-0000-7550-000000-009-0504	2,500.00		
		010-0000-0-5910-00-0000-7550-000000-009-0504	10,000.00		
PO620050	06/25/2025	PLAYWORKS EDUCATION ENERGIZED	2025 - 2026 Castro Playworks	38,000.00	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-003-0685	38,000.00		
PO620088	07/02/2025	PLAYWORKS EDUCATION ENERGIZED	PLAYWORKS EDUCATION	38,000.00	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-016-0685	38,000.00		
PO620074	07/02/2025	POWERSCHOOL GROUP LLC	PS Enrollment Analytics	13,817.96	
		010-9590-0-5846-00-0000-7700-000000-009-0580	13,817.96		

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PO620075	07/02/2025	POWERSCHOOL GROUP LLC	Website renewals	20,445.63	
		010-9590-0-5846-00-0000-2700-000000-009-0580	20,445.63		
PO620093	07/02/2025	POWERSCHOOL GROUP LLC	SchoolMessenger renewal	11,550.13	
		010-9590-0-5846-00-0000-2700-000000-009-0580	11,550.13		
PO620094	07/02/2025	POWERSCHOOL GROUP LLC	SIS Support & Maintenance	36,165.86	
		010-9590-0-5846-00-0000-2420-000000-009-0580	36,165.86		
PO620096	07/02/2025	POWERSCHOOL GROUP LLC	PowerSchool Enrollment renewal	30,114.93	
		010-9590-0-5846-00-0000-2420-000000-009-0580	30,114.93		
PO620062	06/30/2025	PREMIER SOFTWARE	PSUG 2025	3,495.00	Board Approved 6/12/25
		010-0000-0-5200-00-0000-7400-000000-009-0400	1,398.00		
		010-9590-0-5200-00-0000-7700-000000-009-0570	2,097.00		
PO620043	06/25/2025	RAPTOR TECHNOLOGIES LLC	Raptor Renewal 2025-2026	15,070.00	
		010-9590-0-5846-00-0000-2420-000000-009-0580	15,070.00		
BL610071	06/30/2025	RAPTOR TECHNOLOGIES LLC	Open PO for supplies	3,000.00	
		010-9590-0-4310-00-1110-1000-000000-009-0570	1,500.00		
		010-9590-0-4401-00-1110-1000-000000-009-0570	1,500.00		
PO620059	06/30/2025	RAZOR SPARROW LLC	GradeTransferer Renewal	399.00	
		010-9590-0-5846-00-0000-2420-000000-009-0580	399.00		
PO620138	07/15/2025	READ NATURALLY INC	25/26 License Renewal	2,340.00	
		010-6500-0-5846-00-5761-1110-000000-009-0350	2,340.00		
PO620118	07/02/2025	RED CLOUD Inc.	Portable Radios for PE/Admins	1,572.75	
		010-0000-0-4310-00-0000-2700-000000-011-0101	1,572.75		
BL610149	07/25/2025	RED CLOUD Inc.	Radio Service	6,480.00	
		010-0000-0-5935-00-0000-3600-000000-009-0560	6,480.00		
PO620102	07/02/2025	RENAISSANCE LEARNING INC	SchoolCity Renewal	25,696.00	
		010-9590-0-5846-00-0000-2420-000000-009-0580	25,696.00		
PO620103	07/02/2025	RENAISSANCE LEARNING INC	Nearpod Renewal	24,129.17	
		010-9590-0-5846-00-0000-2420-000000-009-0580	24,129.17		
PO620158	07/25/2025	RESEARCH INSTITUTE for	License Renewal	3,861.00	Board Approved 6/12/25
		010-6500-0-5846-00-5761-1110-000000-009-0350	3,861.00		
BL610044	06/24/2025	RHYTHM & MOVES INC	25/26 PE for Elementary sites	888,350.00	Board Approved 4/24/25
		010-0000-0-5830-00-1110-1000-000000-009-0230	694,245.52		
		010-1100-0-5830-00-1110-1000-000000-009-0230	194,104.48		

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PO620128	07/08/2025	RO HEALTH INC	ESY 25/26	19,890.00	Board Approved 6/12/25
		010-6500-0-5830-00-5761-1110-000000-009-0217	19,890.00		
BL610165	08/05/2025	RO HEALTH INC	ELOP - Personnel	420,000.00	Board Approved 6/12/25
		010-2600-0-5830-00-1110-1000-000000-009-0219	420,000.00		
BL610173	08/06/2025	RO HEALTH INC	SPED Contracted Staffing	2,400,000.00	Board Approved 6/12/25
		010-6500-0-5830-00-5761-1110-000000-009-0350	2,400,000.00		
BL610177	08/06/2025	SAMSARA NETWORKS INC.	Vehicle gateways	21,287.81	MYC-3 years Board Approved 5/18/23
		010-8150-0-5846-00-0000-8200-000000-009-0550	21,287.81		
BL610028	06/16/2025	SAN JOAQUIN COUNTY	EDJOIN FEES FOR 2025-26	2,000.00	
		010-0000-0-5846-00-0000-7400-000000-009-0400	2,000.00		
PO620052	06/30/2025	SANTA CLARA COE	Summer Workshop for Coach	350.00	
		010-0000-0-5250-00-1110-1000-000000-009-0204	350.00		
PO620058	06/30/2025	SANTA CLARA COE	Orton-Gillingham Training	2,100.00	
		010-1100-0-5250-00-1110-1000-000000-014-0100	2,100.00		
PO620089	07/02/2025	SANTA CLARA COE	Librarian of Record services	6,886.50	Board Approved 5/29/25
		010-0000-0-5830-00-0000-2420-000000-009-0200	6,886.50		
BL610038	06/24/2025	SANTA CRUZ COE	25_26 Teacher Induction Prg	69,750.00	Board Approved 3/20/25
		010-4035-0-5830-00-1110-1000-000000-009-0210	69,750.00		
PO620155	07/16/2025	SAVVAS LEARNING COMPANY	New TK Classroom Rm 3	5,118.36	
		010-6300-0-5846-00-1110-1000-000000-009-0205	5,118.36		
PO620061	06/30/2025	SCHOLASTIC INC	Scholastic classroom magazines	1,377.40	
		010-1100-0-4310-00-1110-1000-000000-005-0100	1,377.40		
PO620164	08/05/2025	SCHOOL DATEBOOKS	Student Planners 2025-2026 SY	1,908.76	
		010-9130-0-4310-00-1110-1000-000000-011-0130	1,908.76		
PO620132	07/11/2025	SCHOOL HEALTH CORPORATION	Touch displays for SPED	66,609.90	
		010-6500-0-6410-00-5761-1110-000000-009-0350	66,609.90		
PO620150	07/16/2025	SCHOOLOUTLET.COM	CR science furniture	9,211.28	
		010-0000-0-4310-00-0000-8200-000000-009-0550	9,211.28		
PO620051	06/25/2025	SCHOOLSTATUS LLC	LICENSE RENEWAL	19,845.00	
		010-0000-0-5846-00-0000-7400-000000-009-0400	19,845.00		
PO620046	06/25/2025	SCIENCE IS ELEMENTARY	Science Learning Lab	15,125.00	Board Approved 5/8/25
		010-1100-0-5830-00-1110-1000-000000-009-0205	15,125.00		

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PO620163	08/05/2025	SEQUOIA UNION HIGH SCHOOL	SLIC membership		350.00	
		130-5310-0-5310-00-0000-3700-000000-009-0540		350.00		
BL610163	08/05/2025	SILICON VALLEY PERFORMANCE	Fleet Maintenance		305,000.00	●
		010-0000-0-5608-00-0000-3600-000000-009-0560		101,687.00		
		010-6500-0-5608-00-0000-3600-000000-009-0562		101,656.50		
		010-8150-0-5608-00-0000-8200-000000-009-0550		101,656.50		
BL610160	08/05/2025	SOUND AND SIGNAL INC	Fire System Services		125,000.00	●
		010-8150-0-5521-00-0000-8200-000000-009-0550		125,000.00		
BL610157	08/01/2025	SOUTHWEST SCHOOL & OFFICE	2025-2026 SY Supplies		2,500.00	
		010-1100-0-4310-00-0000-2700-000000-003-0100		2,500.00		
PO620122	07/02/2025	SPEECH THERAPY LINK INC	SPED ESY OT services		4,960.00	Board Approved 4/24/25
		010-6500-0-5830-00-5761-1110-000000-009-0217		4,960.00		
BL610103	07/11/2025	SPEECH THERAPY LINK INC	Occup Therp Contracted Staff		517,229.00	Board Approved 4/24/25
		010-6500-0-5830-00-5761-1110-000000-009-0350		517,229.00		
BL610078	06/30/2025	STARVING MUSICIAN	Percussionpurchases/guitar rep		1,000.00	
		010-9512-0-5670-00-1110-1000-000000-011-0243		1,000.00		
BL610106	07/11/2025	STEWART SIGNS	Replacement panels Marquees		5,000.00	
		010-9590-0-4310-00-0000-7200-000000-009-0570		5,000.00		
BL610092	07/02/2025	SYSCO SAN FRANCISCO INC	FOOD ITEMS		475,000.00	Board Approved 6/12/25
		130-5310-0-4710-00-0000-3700-000000-009-0540		475,000.00		
BL610111	07/15/2025	TAG AMS INC	Driver physicals, drug testing		1,800.00	
		010-0000-0-5876-00-0000-3600-000000-009-0560		1,800.00		
PO620063	06/30/2025	TCI	Science Kits		4,527.34	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		4,527.34		
PO620064	06/30/2025	TCI	Science Kits		2,252.83	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		2,252.83		
PO620065	06/30/2025	TCI	Science Kits		4,307.08	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		4,307.08		
PO620066	06/30/2025	TCI	Science Kits		1,925.29	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		1,925.29		
PO620067	06/30/2025	TCI	Science Kits		4,505.66	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		4,505.66		
PO620068	06/30/2025	TCI	Science Kits		2,252.83	✕
		010-6300-0-4210-00-1110-1000-000000-009-0205		2,252.83		

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PO620069	06/30/2025	TCI	8th Grade Science Textbooks	2,077.08	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,077.08		
PO620070	06/30/2025	TCI	Science Kits	1,877.36	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,877.36		
PO620109	07/02/2025	TCI	Social Studies Consumables	2,748.13	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,748.13		
PO620110	07/02/2025	TCI	Social Studies Consumables	986.04	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	986.04		
PO620111	07/02/2025	TCI	Social Studies Consumables	1,734.70	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,734.70		
PO620112	07/02/2025	TCI	Social Studies Consumables	2,538.14	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,538.14		
PO620113	07/02/2025	TCI	Social Studies Consumables	456.50	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	456.50		
PO620114	07/02/2025	TCI	SS Consumables and Textbooks	3,505.92	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	3,505.92		
PO620115	07/02/2025	TCI	Social Studies Consumables	1,895.62	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	1,895.62		
PO620116	07/02/2025	TCI	Social Studies Consumables	4,086.82	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	4,086.82		
PO620117	07/02/2025	TCI	Social Science	3,974.97	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	3,974.97		
PO620119	07/02/2025	TCI	Social Studies Consumables	611.71	X
		010-6300-0-4210-00-1110-1000-000000-009-0205	611.71		
PO620057	06/30/2025	TEACHING STRATEGIES LLC	ReadyRosie Classroom Resources	3,120.00	Board Approved 5/29/25
		120-6105-0-5830-00-0001-1000-000000-009-0275	3,120.00		
PO620167	08/05/2025	TEACHTOWN	SPED curriculum	68,757.54	MYC-3 years Board Approved 6/12/2025
		010-6500-0-4210-00-5761-1110-000000-009-0350	13,758.62		
		010-6500-0-5846-00-5761-1110-000000-009-0350	44,998.92		
		010-6500-0-5885-00-5761-1110-000000-009-0350	10,000.00		
PO620040	06/25/2025	TECHSMART INC.	25/26 Python Coding Classes	14,500.00	Board Approved 4/24/25
		010-4127-0-5830-00-1110-1000-000000-009-0231	14,500.00		
PO620073	07/02/2025	THE PENINSULA BRIDGE PROGRAM	Middle School Academy 25/26	30,000.00	Board Approved 5/8/25
		010-2600-0-5830-00-1110-1000-000000-009-0219	30,000.00		

Board PO report 05/28/2025 - 08/12/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
BL610159	08/05/2025	THERMA LLC	Plumbing maintenance, repair	175,000.00	●
		010-8150-0-5608-00-0000-8110-000000-009-0550	175,000.00		
PO620027	06/16/2025	ULINE	6' Courtyard Bench W/Back	2,008.16	
		010-8150-0-4402-00-0000-8200-000000-009-0550	2,008.16		
BL610161	08/05/2025	UNITED CALIFORNIA GLASS & DOOR	Glass and door service	45,000.00	●
		010-8150-0-5830-00-0000-8110-000000-009-0550	45,000.00		
PO620162	08/05/2025	UNITED RENTALS	Scissor lift/Forklift training	2,807.40	
		010-8150-0-5260-00-0000-8200-000000-009-0550	2,807.40		
PO620090	07/02/2025	UNIVERSITY OF FLORIDA	Implementation Training	6,000.00	Board Approved 5/8/25
		010-0000-0-5885-00-1110-1000-000000-009-0204	6,000.00		
PO620023	06/16/2025	VALLEY JUNIOR HS ATHLETIC	2025-2026 League Fee Athletics	1,990.00	
		010-9512-0-5830-00-1110-4200-000000-011-0237	1,990.00		
PO620053	06/30/2025	VALLEY JUNIOR HS ATHLETIC	VAL 2025-2026 League Fee	1,990.00	
		010-9512-0-5830-00-1110-4200-000000-014-0237	1,990.00		
BL610123	07/16/2025	VALLEY OIL COMPANY	Fuel for District Vehicles	75,000.00	
		010-0000-0-4360-00-0000-3600-000000-009-0560	75,000.00		
PO620055	06/30/2025	VENTRIS LEARNING LLC	Teacher Manuals - Early Lit	2,040.94	
		010-6300-0-4210-00-1110-1000-000000-009-0205	2,040.94		
BL610150	07/25/2025	VERIZON COMMUNICATIONS INC	Hotspots for Tablets in bus	5,000.00	
		010-0000-0-5832-00-0000-3600-000000-009-0560	5,000.00		
BL610158	08/05/2025	VESTIS SERVICES LLC	TOWEL & APRON SERVICE	15,000.00	●
		130-5310-0-5830-00-0000-3700-000000-009-0540	15,000.00		
PO620106	07/02/2025	VISTA HIGHER LEARNING INC.	Spanish LA - New Teacher	8,761.36	
		010-6300-0-4210-00-1110-1000-000000-009-0205	8,761.36		
BL610172	08/06/2025	WEINGARTEN CHILDREN'S CENTER	NPS Placements	96,810.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381	96,810.00		
PO620121	07/02/2025	WELLDOM INC	SPED ESY OT services	1,158.00	Board Approved 6/12/25
		010-6500-0-5830-00-5761-1110-000000-009-0217	1,158.00		
BL610128	07/16/2025	WELLDOM INC	SpEd Contracted Staff	338,070.00	Board Approved 6/12/25
		010-6500-0-5830-00-5761-1110-000000-009-0350	338,070.00		
BL610136	07/16/2025	WEST COAST ARBORISTS INC	Tree maintenance service	60,000.00	Board Approved 5/29/25
		010-8150-0-5611-00-0000-8110-000000-009-0550	60,000.00		

Board PO report 05/28/2025 - 08/12/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
BL610075	06/30/2025	WEST VALLEY MUSIC	Music Supplies and Repairs	2,000.00	
		010-9131-0-4310-00-1110-1000-000000-011-0131	1,000.00		
		010-9131-0-5605-00-1110-1000-000000-011-0131	1,000.00		
BL610087	07/02/2025	WEST VALLEY MUSIC	Instrument repairs	12,000.00	
		010-9512-0-5670-00-1110-1000-000000-009-0242	12,000.00		
BL610134	07/16/2025	WESTERN ROOFING SERVICE	Roofing Repairs	45,000.00	Board Approved 5/29/25
		010-8150-0-5830-00-0000-8200-000000-009-0550	45,000.00		
PO620011	06/16/2025	WEVIDEO INC	WeVideo Interactivity (Add-on)	3,610.34	MYC-5 years Board Approved 5/30/24
		010-9590-0-5846-00-0000-2420-000000-009-0580	3,610.34		
PO620045	06/25/2025	WEVIDEO INC	WeVideo Renewal	10,350.00	MYC-5 years Board Approved 5/30/24
		010-9590-0-5846-00-0000-2420-000000-009-0580	10,350.00		
PO620039	06/24/2025	YMCA OF SILICON VALLEY	Project Cornerstone	12,705.00	Board Approved 5/29/25
		010-0000-0-5830-00-1110-1000-000000-009-0229	12,705.00		
BL610119	07/16/2025	YMCA OF SILICON VALLEY	ELOP After School & Camp	2,000,000.00	Board Approved 5/8/25
		010-2600-0-5830-00-1110-1000-000000-009-0219	2,000,000.00		
BD630003	07/16/2025	ZAYO GROUP LLC	DARK FIBER-THE 7s MONTHLY FEES	7,394.88	Board Approved 5/21/24 - Bond
		400-0000-0-5816-00-0000-8200-000000-777-0780	7,394.88		

Total of Purchase Orders Issued 21,615,179.86

Mountain View Whisman School District

Summer 2025 Contracts and Payments

August 21, 2025

Mountain View
Whisman
School District

Strategic Plan 2021

Goal 5 Resource Stewardship

Goal 5: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.

Mountain View
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School District

Delegated Authority

Delegated Authority Resolution 04-050825

- The Board temporarily delegated authority to the Superintendent to approve contracts between June 13, 2025, and August 21, 2025, to ensure essential operations continue during the summer recess.
- This authority was limited to contracts necessary for operational, instructional, facility, student service, or mandated compliance needs, and excludes non-essential employee perks or discretionary benefits.
- Contracts approved under this delegation are brought to the Board for ratification

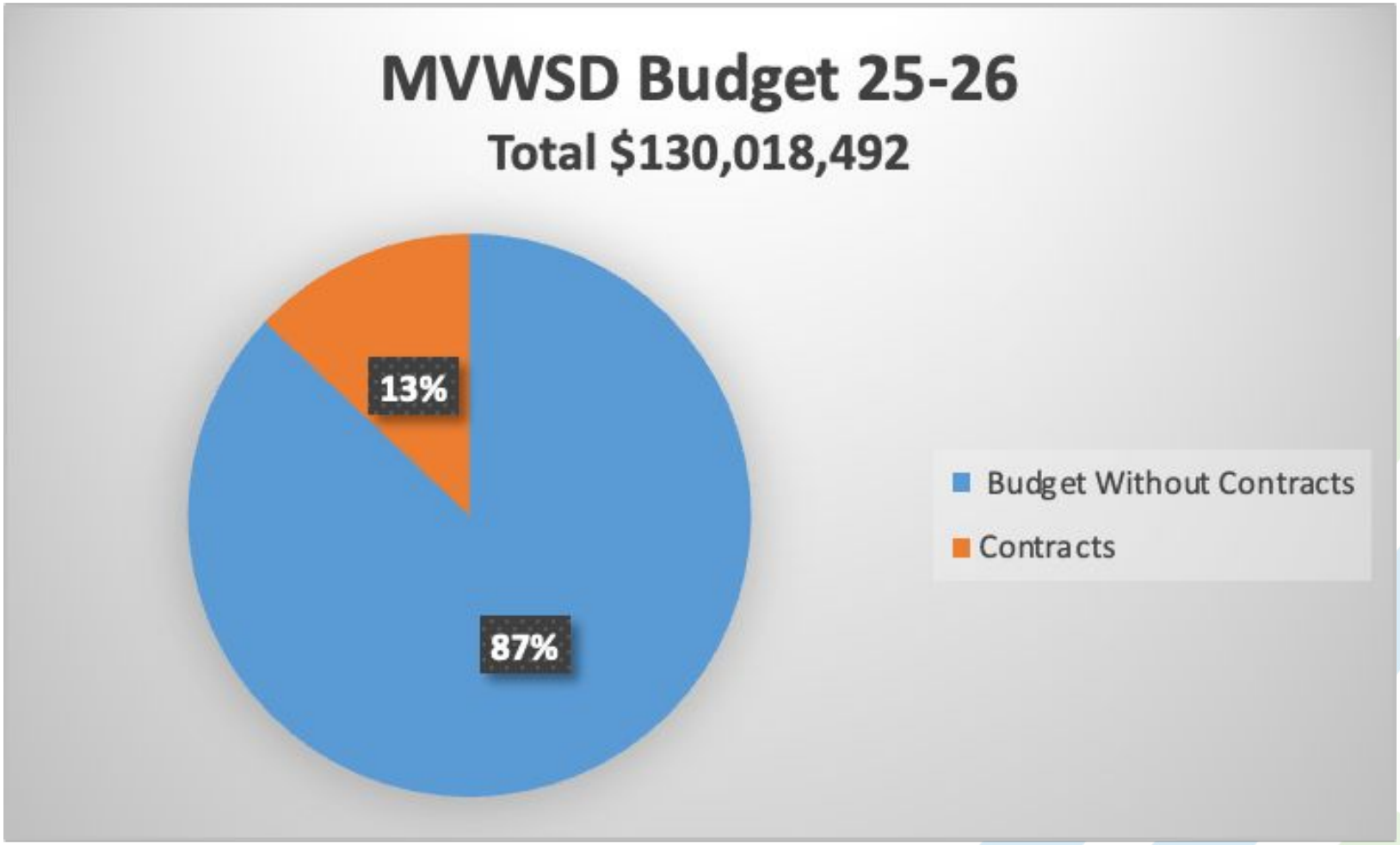
Why?

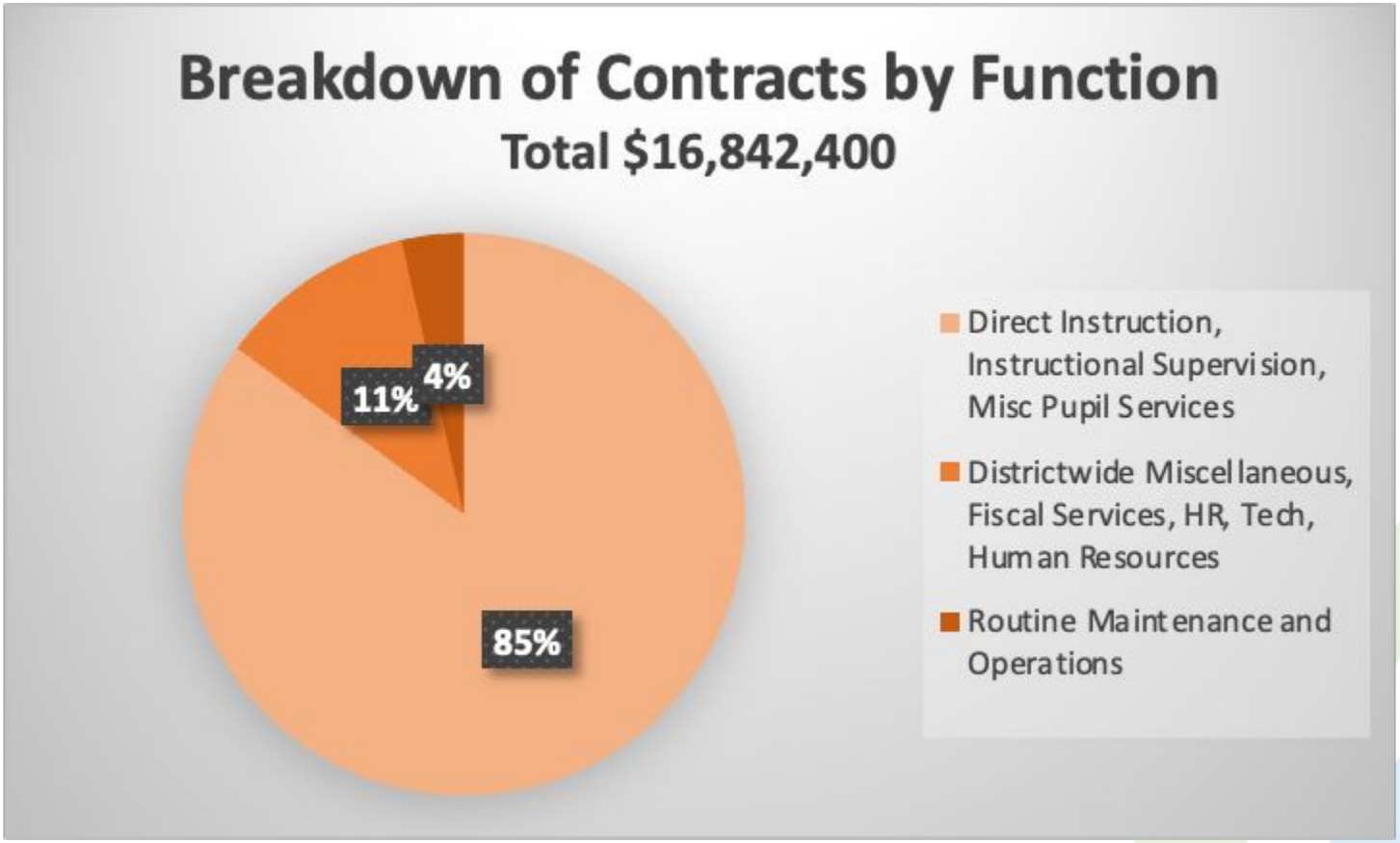
Summer delegated authority is necessary for District operations and is a standard practice.

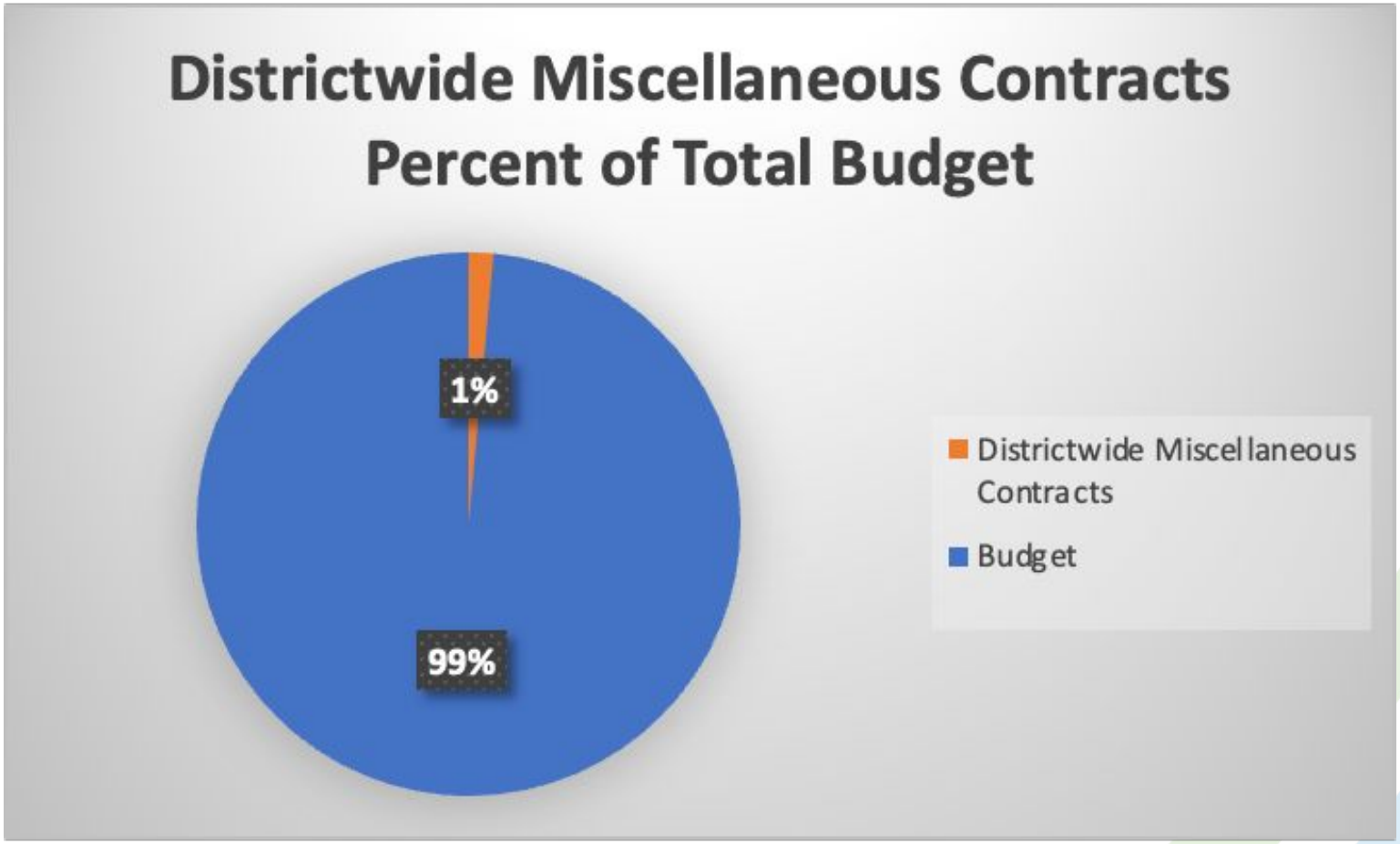
- Many contracts and purchases are time sensitive for summer operations (PG&E, Elevator permits, electrical)
- Prevents service delays (bus maintenance, curriculum)

Mountain View
Whisman
School District

Contracts


MVWSD Budget 25-26
Total $130,018,492
13%
87%
Budget Without Contracts
Contracts


Breakdown of Contracts by Function
Total $16,842,400
11%
4%
85%
Direct Instruction, Instructional Supervision, Misc Pupil Services
Districtwide Miscellaneous, Fiscal Services, HR, Tech, Human Resources
Routine Maintenance and Operations



What this includes: Legal, crossing guards, advertising, fingerprinting, consultants for specialized tasks, licensing agreements

Contract List Format

Department	Vendor	Description	Cost	Misc.	Summer Delegated Approval

- This lists the department responsible for the contract, vendor, description and cost.
- This list comes to the board every month and is based on the business of the district
- This month there is an added column that shows if contract is being ratified based on summer delegation or is being brought to the Board as part of our regular process.

Example and Format for Contract Ratification

Department	Vendor	Description	Cost	Summer Delegated Approval
Business- Child Nutrition	AF Produce	Will provide a contract extension for the 2025-2026 school year for the purchase of produce.	$75,000	☑
Business- Child Nutrition	AG Link	Will provide organic locally grown produce, district-wide.	NTE $25,000	☑
Business- MOT	Bailey Fence Company, Inc.	Will provide commercial fencing and gate services including maintenance, repair, and emergency response, services include the maintenance and repair of various fencing types such as: chain link, aluminum, ornamental iron and wire fences; as well as gates and access control systems.	NTE $25,000.00	☑
Business	Bailey Fence Company, Inc.	Will provide a First Amendment to the Contract that was board approved on April 24, 2025. Bailey Fence will provide additional repair of the existing damaged chain link fence at Monta Loma.	$1,047.00	☑
HR	Bay Area Solutions	Will provide fingerprinting services at Imai, Castro and Crittenden Middle on various dates and times.	Applicant will be paying the fees. No cost to the District.	☑

What is a Purchase Order (PO) Report?

A PO Report is a record of all PO/contracts the district has issued within a specific time period and is a formal authorization to buy goods or services which specifies what is being purchased.

The PO report shows:

- Who the district is buying from
- A description of what is purchased
- How much the **total** amount of the PO is
- When it was issued

Many of the purchases are routine and fall under previously approved budgets

The Board reviews and approves the PO Report to formally ratify the district's purchasing activity.

This report is provided at least once a month during the school year

Example of PO Report

029 MOUNTAIN VIEW WHISMAN SD Board Purchase Order Report J79810 POBORDSC L.00.00 08/12/25 PAGE 1

Board PO report 06/06/2025 - 06/30/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO520579	06/06/2025	IMAGINEERZ LEARNING LLC	ELOP Summer	20,000.00	Board Approved 5/8/2025
		010-2600-0-9330-00-1110-1000-000000-009-0217	20,000.00		
PO520580	06/16/2025	ICE SYSTEMS LLC	Proxmox VE subscription	902.31	
		010-9590-0-5846-00-0000-7700-000000-009-0580	902.31		
PO520581	06/16/2025	PURPLE COMMUNICATION INC.	ASL Interpreter for Promotion	500.00	Board Approved 5/8/2025
		010-1100-0-5830-00-0000-2700-000000-004-0100	500.00		
BD530052	06/16/2025	US BANK TRUST N.A.	BANK FEES FOR COP REPAY ESCROW	850.00	
		212-9703-0-5822-00-0000-9100-000000-009-0700	850.00		
BD530053	06/18/2025	GUERRA CONSTRUCTION GRP	CONSTRUCTION OUTDOOR LEARN VA	847,427.00	Board Approved 2/13/25 - Bond
		212-9703-0-6130-00-0000-8500-000000-007-0734	847,427.00		

Total of Purchase Orders Issued 869,679.31

029 MOUNTAIN VIEW WHISMAN SD Board Purchase Order Report J79971 POBORDSC L.00.00 08/12/25 PAGE 1

Board PO report 05/28/2025 - 08/12/2025

PO Num	Order Date	Vendor Name / Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Order Description	Encumbered	
PO620097	07/02/2025	79WARE LLC	iVolunteer subscription 25-26	585.00	
		010-1100-0-5300-00-1110-1000-000000-014-0100	585.00		
BL610083	07/02/2025	ACER SERVICE CORPORATION	Open PO for Chromebook parts	20,000.00	
		010-9590-0-4310-00-1110-1000-000000-009-0570	20,000.00		
BL610098	07/08/2025	ACHIEVE KIDS NPS	25/26 NPS Placements	232,347.00	Board Approved 6/12/25
		010-6500-0-5830-00-5760-1180-000000-009-0381	232,347.00		
PO620165	08/05/2025	ACKNOWLEDGE ALLIANCE	CONTRACTED SERVICES	232,000.00	Board Approved 6/12/25
		010-0000-0-5830-00-0000-7400-000000-009-0400	232,000.00		
BL610090	07/02/2025	AF PRODUCE	FARM TO TABLE PRODUCE	75,000.00	●
		130-5310-0-4710-00-0000-3700-000000-009-0540	75,000.00		
BL610091	07/02/2025	AG LINK INC	PRODUCE FOR ALL SITES	25,000.00	●
		130-5310-0-4710-00-0000-3700-000000-009-0540	25,000.00		
BL610178	08/06/2025	AIR PRODUCTS GROUP INC	Air Filters for HVACs	50,000.00	
		010-8150-0-4380-00-0000-8110-000000-009-0550	50,000.00		
BL610095	07/02/2025	ALDER-TEK MANUFACTURING	WOODEN SILVERWARE FOR ALL SITE	15,000.00	
		130-5310-0-4390-00-0000-3700-000000-009-0540	15,000.00		
BL610016	06/16/2025	AMAZON CAPITAL SERVICES	Amazon 237 for Athletics	1,500.00	
		010-9512-0-4310-00-1110-4200-000000-014-0237	1,500.00		
BL610020	06/16/2025	AMAZON CAPITAL SERVICES	ADMIN SERVICES SUPPLIES	4,000.00	
		010-0000-0-4310-00-0000-7400-000000-009-0400	4,000.00		

● = On current Board meeting agenda

× = Approved Vendor/Curriculum

What is a Warrant Report?

A Warrant Report is a public record of payments the district has made to vendors, employees, or other entities during a specific time period. A warrant is the district's check or electronic payment issued to settle an approved expense.

The Warrant Report shows:

- Who was paid
- How much was paid
- When it was paid

The Board reviews and approves the Warrant Report to formally ratify the payments.

Example of Warrant Report

029 MOUNTAIN VIEW WHISMAN SD — Board Warrant Approval List — J78114 WARBRDSC L.00.00 08/11/25 PAGE 4
AP Warrants June 2025 — 06/01/2025 - 06/30/2025

Warrant Number	Reference Number	Issue Date	Payee and Purpose	Fnd Resc Y Objt SO Goal Func CstCtr Ste Mngr	Expenditure
29	29054101	06/04/2025	FAGEN FRIEDMAN & FULFROST LLP		
	PO510246		SPED Legal Consultants	010-6500-0-5845-00-5001-2700-000000-009-0350	264.00
				Sub total:	264.00
29	29054102	06/04/2025	INVO HEALTHCARE ASSOCIATES LLC		
	PO510126		Contracted Staff	010-6500-0-5830-00-5761-1110-000000-009-0350	14,355.00
				Sub total:	14,355.00
29	29054103	06/04/2025	O'MALLEY, KATE		
	PO510276		Coaching for TK teachers	010-0000-0-5885-00-1110-1000-000000-009-0204	2,450.00
				Sub total:	2,450.00
29	29054104	06/04/2025	PACIFIC AUTISM CENTER FOR		
	PO510169		NPS Student Placement	010-6500-0-5830-00-5760-1180-000000-009-0381	11,306.00
				Sub total:	11,306.00
29	29054105	06/04/2025	PARENT GUARDIAN 6687		
	PO510188		Settlement Agreement	010-6500-0-5803-00-5761-1110-000000-009-0350	7,927.50
				Sub total:	7,927.50
29	29054106	06/04/2025	PEARSON EDUCATION		
	PO510156		SPED Protocols	010-6500-0-4310-00-5761-1110-000000-009-0350	36.00
	PO510156		SPED Protocols	010-9301-0-4310-00-5761-1110-000000-009-0355	54.00
				Sub total:	90.00
29	29054107	06/04/2025	RO HEALTH INC		
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,669.71
	PO510159		SPED Contracted Staffing	010-6500-0-5830-00-5761-1110-000000-009-0350	50,760.84
				Sub total:	101,430.55

What is a Purchase Order Change Order (POCO)

A POCO Report shows a record of changes to purchasing commitments.

- This occurs when the cost increases due to services or other factors and includes the original PO and a reason for the change
- A PO helps match the invoice and delivery receipts so payment can be processed accurately. If the PO amount differs from the invoice amount (often due to tax or shipping costs), the PO needs to be adjusted.

Example of POCO Report

PO Change Orders Report -- Meeting of Board of Trustees August 21, 2025

Vendor Name	Purchase Order (PO) #	PO Previous Total	PO Change Amount	PO New Total	Reason for Change Order	Department Head Approval	Date Entered
Central Computers Inc.	510079	$2,000.00	$1,000.00	$3,000.00	To cover invoices for May & June 2025	Jon Aker	6/16/2025
PG&E	510226	$1,341,700.00	$31,900.00	$1,373,600.00	To cover untilites at various sites for May & June 2025	Rebecca Westover	6/16/2025
City of Mountain View	510238	$731,000.00	$106,000.00	$837,000.00	To cover utilities at various sites for May & June 2025	Rebecca Westover	6/23/2025
Bailey Fence Co	520533	$9,014.00	$1,047.00	$10,061.00	Additional work needed at TH. PSA amendment signed.	Dalewyn Spinks	6/25/2025
Bay Area Floor Machine Co.	510082	$7,017.00	$2,260.00	$9,277.00	To cover outstanding invoice	Dalewyn Spinks	6/25/2025
Campbell Union SD Transportation	540173	$4,678.04	$962.31	$5,640.35	Original PO listed 4 bus field trips, instead of 5 field trips. Outstanding invoice for 1 field trip.	Arline Siam	6/25/2025
Hop Skip Drive	510302	$17,000.00	$4,500.00	$21,500.00	Transportation expenses for Mckinney-Vento students exceeded the original projected timeframe and estimates.	Geoff Chang	6/25/2025
Office Depot	510054	$10,000.00	$1,800.00	$11,800.00	To cover outstanding invoice. Error in summing up PO totals. (ODP was not supposed to allow overspending)	Megan Pohlman	6/26/2025

Mountain View
Whisman
School District

Questions

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Measure T Summer Construction Update

Estimated Time:

Person Responsible:
Rebecca Westover, Ed.D., Chief Business Officer

Background:
Staff will present an update on Measure T construction progress and schedules.

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees receive the information.

ATTACHMENTS:

Description	Type	Upload Date
Measure T Summer Construction Update Presentation	Backup Material	8/14/2025

Mountain View Whisman School District

Measure T Summer Construction Update

August 21, 2025

Mountain View
Whisman
School District

Strategic Plan 2021

Goal 5 Resource Stewardship

Goal 5: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.

Mountain View
Whisman
School District

Projects Completed Summer 2025

Projects Completed

- Outdoor Learning Areas Project- Phase 2 - Vargas
- HVAC Phase 5 Project

  Crittenden, Graham, Monta Loma, Theuerkauf

- Monta Loma Fencing Project
- Park Restroom Project

  Castro/Mistral, Imai, Landels

  Restrooms have been turned over to the City and we are working on final touches including sod.

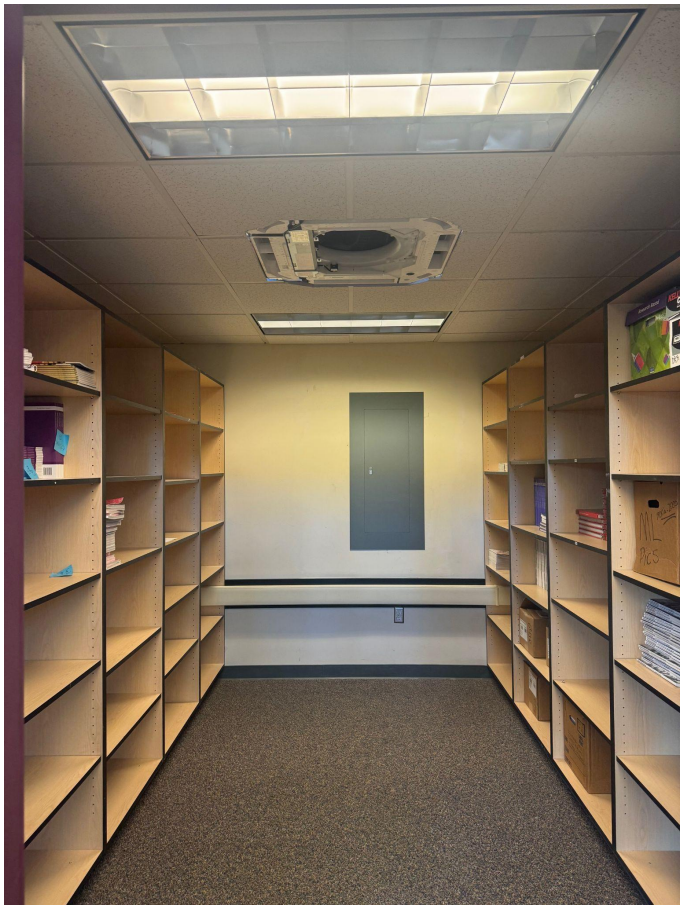
Outdoor Learning Phase 2 - Vargas

Outdoor Learning Phase 2 - Vargas

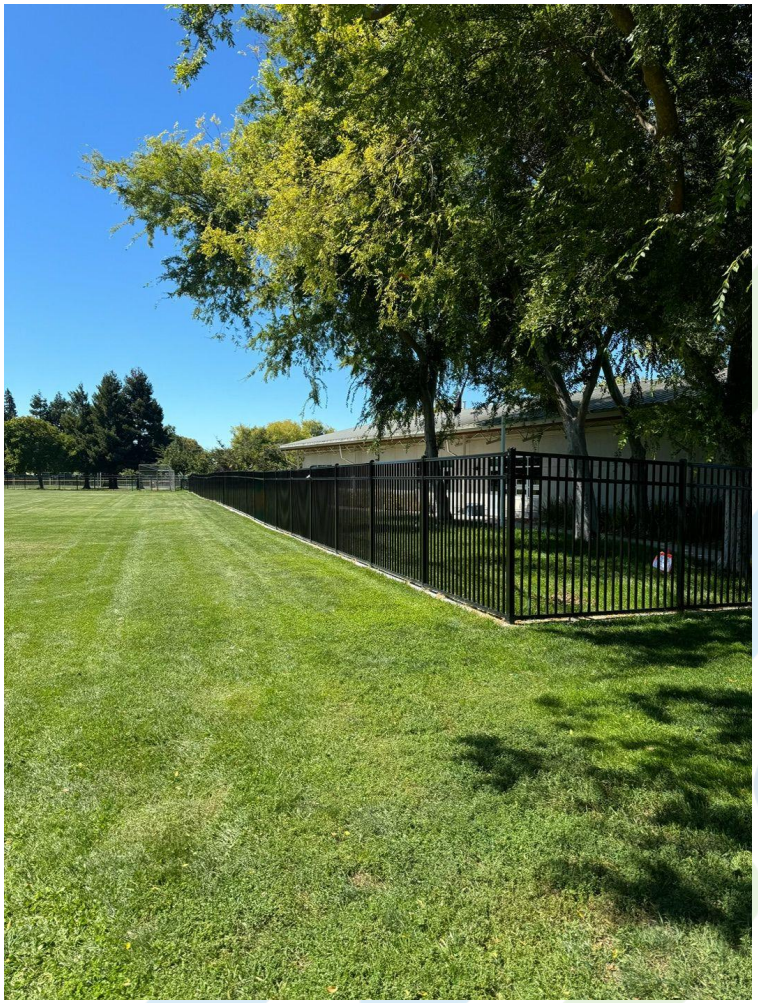
Outdoor Learning Phase 2 - Vargas

HVAC Phase 5

HVAC Phase 5



Monta Loma Fencing



Mountain View Whisman School District

Monta Loma Fencing

Park Restrooms

Project Postponed to 2026

Roofing Project Phase 1 (Crittenden, Bubb, Imai, Landels)

- During planning for this project, the scope of work was exempt from the Division of State Architect (DSA) review per DSA IR A-22, item 24, provided the new roofing material was the same weight or lighter than the previous system. For all 4 sites, the new material was of equal weight or lighter. Therefore the project was not submitted for DSA review.
- On May 6, 2025, one month prior to the planned start of construction, DSA issued a revised IR A-22 with a significant revision to the roofing exemption. Per the new IR, roofing is only exempt if it is the exact same system as the previous system. The existing systems at all 4 sites are 20-30 years old and are no longer manufactured to the exact specification as they were when originally installed.

Project Postponed to 2026

- Due to timing of the revised IR A-22, the District did not have enough time to submit to DSA ahead of the planned summer 2025 construction.
- The project architect pushed DSA for an exemption based on the lighter system and previous DSA IR, however DSA denied the exemption request.
- All sites are now being submitted to DSA for full review and will be constructed over summer 2026.

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Priority 2 Project List, Budgets and Anticipated Construction Dates

Remaining Priority 2 Project List

- ➔ Public Address System Upgrade (Stevenson, Graham) - $580,418 - Fall 2025
- ➔ Bottle Fillers (Crittenden, Graham, Mistral, Monta Loma, Stevenson, Theuerkauf, Vargas) - $513,269 - Summer 2026
- ➔ Roofing Project Phase 1 (Bubb, Crittenden Imai, Landels) - $9,827,138 - Summer 2026
- ➔ Roofing Project Phase 2 (Mistral, Theuerkauf, Graham) - $5,767,626 - Summer 2026

Remaining Priority 2 Project List (Cont'd)

- ➔ Outdoor Learning Phase 3 (Bubb, Castro/Mistral, Crittenden, Graham, Imai, Landels, Monta Loma, Stevenson, Theuerkauf) - $13,897,904 - Summer 2026 and Summer 2027
- ➔ Technology Upgrade Phase 1(Bubb, Imai, Landels) - $548,812 - Summer 2026
- ➔ Technology Upgrade Phase 2(Stevenson, Theuerkauf, Graham) - $548,812 - Summer 2026
- ➔ Theuerkauf Restroom Modernization - $856,735 - Summer 2026
- ➔ Utility Survey and Repair (Theuerkauf, Monta Loma) - $1,694,154 Summer 2025 and 2026

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Questions

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Resolution NO: 03-082125 Speech and Language Services

Estimated Time:

Person Responsible: Erin Green, Director, Human Resources

Background:
The following named employees and contractors are licensed by the Speech, Language and Audiology board and have earned a Master's degree in Communications Disorders to provide speech and language services, in accordance with California Education Code Section 44831:

Amy Costello
Aki Fong
Kanchana Iyer
Sahana J. Kuruhinashetty
Maria Jesus Silva
Pricilla Vergara Gaete

Fiscal Implication:

Recommended Action:
Staff recommend the approval of fully licensed service providers for speech and language services.

ATTACHMENTS:

Description	Type	Upload Date
Resolution NO; 03-082125 Speech and Language Services	Backup Material	8/14/2025

Mountain View Whisman School District

Board Resolution: 03-082125

Speech and Language Services

WHEREAS, the Mountain View Whisman School District assigned the following staff for the 2025-26 school year, and

WHEREAS, the following named employees are licensed by the Speech-Language and Audiology board and have earned a Masters degree in Communications Disorders to provide speech and language services, in accordance with California Education Code Section 44831.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Mountain View Whisman School District authorizes the following employees to provide speech and language services:

- Amy Costello
- Aki Fong
- Kanchana Iyer
- Sahana J. Kuruhinashetty
- Maria Jesus Silva
- Pricilla Vergara Gaete

PASSED AND ADOPTED by the Mountain View Whisman School District Board of Education on August 21, 2025 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of Mountain View Whisman School District at a public meeting held on August 21, 2025.

_____

Clerk, Mountain View Whisman School District Board of Trustees

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/21/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
September 4, 2025
September 18, 2025

Fiscal Implication:

Recommended Action: