Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
September 4, 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: 832 5651 6536
Passcode: 299864
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. SPECIAL RECOGNITION

A. Newly Permanent Certificated Staff for the 2025-26 School Year

III. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD

CONCERNING ITEMS ON THE CLOSED SESSION AGENDA

IV. 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

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

A. Closed Session Report

VI. CONSENT AGENDA

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

A. Personnel Report

1. Personnel Report to the Board of Trustees

B. Minutes

1. Minutes to the August 10, 2025 Special Meeting Board Retreat
2. Minutes to the August 18, 2025 Special Board Meeting
3. Minutes to the August 21, 2025 Regular Board Meeting
4. Minutes to the August 25, 2025 Special Board MeetingMeeting

C. Contracts

1. (Action) Ratification of Contracts

D. Award of Contract – School Related Activities Trips Transportation Services
E. 2024-2025 Fund 25 Developer Fee Report
F. Updated Salary Schedules to Include New Approved Jobs
G. 2025-2026 Overnight and/or Out-of-State Field Trips
H. Read Naturally Discard
I. Approval of Resolution No. 02-090425 Gann Appropriations Limit
J. Resolution No. 01-090425, Designation of District Representative

VII. COMMUNICATIONS

A. Employee Organizations

B. District Committees

C. Superintendent

VIII. COMMUNITY COMMENTS

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

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

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

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

IX. ACTION AND DISCUSSION

A. (Discussion) MVW Residences Corporation Board Interviews

B. (Discussion) Site Plan Process and Timeline for 2025-26

C. (Action) 2024-2025 Unaudited Actuals

D. (Action) Approval of Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries

E. (Discussion) Board Bylaws and Board Policies Updates (First Reading)

X. BOARD UPDATES

XI. ITEMS FOR FUTURE AGENDAS

XII. FUTURE BOARD MEETING DATES

A. Governance Calendar
2025-2026

B. Future Board Meeting Dates
September 18, 2025

October 2, 2025
October 16, 2025

XIII. ADJOURNMENT

NOTICES FOR AUDIENCE MEMBERS

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

Meeting ID: 832 5651 6536
Passcode: 299864
There is no participant ID

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Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: SPECIAL RECOGNITION

Agenda Item Title: Newly Permanent Certificated Staff for the 2025-26 School Year

Estimated Time:

Person Responsible: Erin Green, Director Human Resources

Background:
The Mountain View Whisman School District recognizes the following certificated staff members for the completion of their two year probationary period in the district.

Alice Bowie	Castro Elementary
Alexa Brand	Stevenson Elementary
Carolyn Chang	Landels Elementary
Yeimy Cifuentes Gil	Crittenden Middle School
Kara Clapper	Special Education
Alicia Dunne	Monta Loma Elementary
Tamara Evans	Bubb Elementary
Madison Gallagher	Theuerkauf Elementary
Brenna Harklau	Imai Elementary
Lizzette Dela Torre Hernandez	Districtwide
Shinhee Ruth Kim	Landels Elementary
Allison Lee	Graham Middle School
Abbie Meyer	Theuerkauf Elementary
Sukhita Navalyal	Stevenson Elementary
Rachel Nevarez	Crittenden Middle School
Nicole Perazzo	Landels Elementary School
Michael Rollins	Imai Elementary School
Moises Ruiz Rico	Graham Middle School
Pedro Serrano	Graham Middle School
Judith Sosa	Mistral Elementary School
Evi Sullivan	Mistral Elementary School
Andrew Vargha	Imai Elementary School
Lauren Winsor	Bubb Elementary School
Jennifer Yee	Theuerkauf Elementary School
Trevor Yerkes	Vargas Elementary School
Rochelle Zelenka	Landels Elementary School

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Recognition of Newly Permanent Certificated Staff 2025-26	Backup Material	8/27/2025

Recognition of Newly Permanent Certificated Staff 2025-26

September 4, 2025
Board Room, 5:30 p.m.

Alice Bowie	*Castro Elementary*
Alexa Brand	*Stevenson Elementary*
Carolyn Chang	*Landels Elementary*
Yeimy Cifuentes Gil	*Crittenden Middle School*
Kara Clapper	*Special Education*
Alicia Dunne	*Monta Loma Elementary*
Tamara Evans	*Bubb Elementary*
Madison Gallagher	*Theuerkauf Elementary*
Brenna Harklau	*Imai Elementary*
Lizzette Dela Torre Hernandez	*Districtwide*
Shinhee Ruth Kim	*Landels Elementary*
Allison Lee	*Graham Middle School*
Abbie Meyer	*Theuerkauf Elementary*
Sukhita Navalyal	*Stevenson Elementary*
Rachel Nevarez	*Crittenden Middle School*
Nicole Perazzo	*Landels Elementary School*
Michael Rollins	*Imai Elementary School*
Moises Ruiz Rico	*Graham Middle School*
Pedro Serrano	*Graham Middle School*
Judith Sosa	*Mistral Elementary School*
Evi Sullivan	*Mistral Elementary School*
Andrew Vargha	*Imai Elementary School*
Lauren Winsor	*Bubb Elementary School*
Jennifer Yee	*Theuerkauf Elementary School*
Trevor Yerkes	*Vargas Elementary School*
Rochelle Zelenka	*Landels Elementary School*

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

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 9/4/2025

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_09.04.25	Backup Material	8/28/2025

Mountain View Whisman SD
Personnel Report September 4, 2025

Bubb Elementary School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Vi	Dao	At Risk Intervention Supervisor		0.5	change of status	from SpEd IA to At Risk Intervention Supervisor .5			8/12/2025
Crittenden Middle School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Rosa	Guardado	Noon Duty		0.75	change of status	increase FTE to .75			8/12/2025
Blanca	Ychpas Paraguay	Noon Duty		0.75	change of status	increase FTE to .75			8/12/2025
Imai Elementary School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Albert	Carillo	At Risk Intervention Supervisor		0.40	new hire				9/2/2025
Yaneli	Herrera Pena	Clerical Assistant III		1	leave of absence	Statutory Leave	10/20/2025	12/5/2025	10/20/2025
Mistral Elementary School									
Jessica	Sobrepena	Noon Duty		0.4	resignation				6/5/2025
Justin	Morales	Noon Duty		0.6125	resignation				8/4/2025
Monta Loma Elementary School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Albert	Carillo	School Community Engagement Facilitator		0.60	new hire				9/2/2025
Kaitlin	Stern	Teacher	Permanent	1	leave of absence	Statutory Leave	9/29/2025	12/19/2025	9/29/2025

Mountain View Whisman SD
Personnel Report September 4, 2025

Preschools									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Jodie	Bolanos	Instructional Assistant - Preschool		0.75	resignation				8/18/2025
Diana	Rafter	Instructional Assistant - Preschool		0.75	new hire				8/21/2025
Stevenson Elementary School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Shyann	Jones	Instructional Assistant - Special Education		0.875	change of status	increase FTE to .875			8/12/2025
Sukhita	Navalyal	Teacher	Permanent	1.0	leave of absence	Statutory Leave	8/29/2025	10/31/2025	8/29/2025
Theuerkauf Elementary School									
First Name	**Last Name**	**Position**	**Status**	**FTE**	**Action**	**Details of Action**	**From**	**To**	**Effective Date of Action**
Rosa	Llanos	Instructional Assistant		0.75	resignation				8/11/2025
Brenda	Gerber	Instructional Assistant - TK		0.75	new hire				9/2/2025

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the August 10, 2025 Special Meeting Board Retreat

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the August 10, 2025 Special Meeting	Backup Material	8/26/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
August 10, 2025
9:00 AM

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)

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

I. CALL TO ORDER (9:00 a.m.)

The meeting was alled to order at 9:00 a.m.

A. Pledge

Trustees President Lambert led the Pledge of Allegiance.

B. Roll Call

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

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Ana Reed to approve all items on the Agenda, as presented.

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

- Steven Nelson

II. REVIEW AND DISCUSSION

A. Board Governance Workshop

Greggory Dannis from DWK facilitated the trustee workshop. Trustees responded to questions regarding the Board culture, the Board's role compared to the superintendent's role on the governance team.
Trustees discussed what impresses them most about the district, their concerns for the district, and their dreams for the district.
Trustees were grateful for the work all MVWSD staff are doing and their dedication to student success. They felt a need to return to a focus on student achievement, continuous learning, and a long-term focus on district success.
Trustees valued the opportunity to come together and look forward to moving forward.

III. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

August 21, 2025
September 4, 2025
September 18, 2025

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

- Steven Nelson

IV. ADJOURNMENT

The meeting was adjourned at 1:10 p.m.

NOTICES FOR AUDIENCE MEMBERS

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

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/10/2025

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 8/10/2025

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: Board Governance Workshop

Estimated Time:

Person Responsible:

Background:
Trustees will be joined by Gregory Dannis, President of the law firm of Dannis Woliver Kelley, who will facilitate the trustees' workshop with discussions around the Board's Culture, Philosophy, and Governance.

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/10/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
August 21, 2025
September 4, 2025
September 18, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the August 18, 2025 Special Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the August 18, 2025 Special Board Meeting	Backup Material	8/26/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
August 18, 2025
6:00 PM

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

I. CALL TO ORDER (6:00 p.m.)

The meeting was called to order at 6:00 p.m.

A. Pledge

Trustees 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 Ana Reed and seconded by Charles DiFazio to approve the agenda, as presented.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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

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

III. CLOSED SESSION

A. Potential Litigation

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

B. 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

IV. RECONVENE OPEN SESSION

The meeting was reconvened to the Open Session at 7:11 p.m.

A. Closed Session Report

Trustee President Lambert reported that no reportable action was taken in the Closed Session on item A.1: Conference with Legal Counsel–Anticipated litigation pursuant to Government Code § 54956.9(d)(4): 2 cases, and item B. 1: Conference with Real Property Negotiators (Pursuant to Government Code section 54956.8). He read a statement updating the community on staff housing. The district is engaging in a partnership with Foothill De Anza Community College District to sell a number of the housing units to Foothill De Anza for rent by their staff members. The price and terms of payment for the sale are still under negotiation. The Board of Trustees expects to hold a Special Meeting on Aug. 25 to continue the process.

V. FUTURE BOARD MEETING DATES

Trustee President Lambert announced the scheduled Special Meeting that will be held on August 25, 2025.

A. Future Board Meeting Dates

August 21, 2025
September 4, 2025
September 18, 2025

VI. ADJOURNMENT

The meeting was adjourned at 7:14 p.m.

NOTICES FOR AUDIENCE MEMBERS

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Mountain View Whisman School District

Agenda Item for Board Meeting of 8/18/2025

Agenda Category: Remote Meeting Notice

Agenda Item Title: Remote Meeting

Estimated Time:

Person Responsible:

Background:

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youtube.com/mvwsd

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/18/2025

Agenda Category: Potential Litigation

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

Estimated Time:

Person Responsible: Frank Selvaggio

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/18/2025

Agenda Category: Realy 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 8/18/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
August 21, 2025
September 4, 2025
September 18, 2025

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the August 21, 2025 Regular Board Meeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the August 21, 2025 Regular Board Meeting	Backup Material	8/28/2025

Mountain View Whisman School District

Board of Trustees - Regular Meeting

1400 Montecito Avenue
August 21, 2025

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

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(Live streaming available at www.mvwsd.org)

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

I. CALL TO ORDER (6:00 p.m.)

The meeting was called to order at 6:00 p.m.

A. Pledge

Trustee President Lambert led the Pledge of Allegiance.

B. Roll Call

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

C. Approval of Agenda

A motion was made by Devon Conley and seconded by Charles DiFazio 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 concerning items on the Closed Session.

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:06 p.m.

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.)

The meeting was reconvened to Open Session at 7:04 p.m.

A. Closed Session Report

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

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 motion was made by Devon Conley and seconded by Lisa Henry to approve the Consent Agenda with pulling item A. 1, Personnel Report and item 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. for further discussion.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

Superintendent Baier mentioned date correction on two resolutions: Resolution No. 01-

082125, Authorizing Delegation of Authority to Sign Official Documents and Records, and Resolution No. 02-082125, Authorizing Delegation of Authority to Sign Warrants and Payments. Ms. Dagar's title was also corrected to reflect Director of Student Services.

Trustee DiFazio pulled item A.1, Personnel Report, to suggest organizing it by site, action being taken, and then effective date, making it easier to view what changes are happening at the sites and the district office.

Trustee Henry pulled item I, Lease for the Multi-Site Window Replacement Project Pursuant to the Lease-Leaseback Contract with E.F. Brett and Company, Inc., for more context.

A motion was made by trustee Henry and seconded by trustee DiFazio to approve item A. 1, Personnel Report, and item 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.

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

NOES: 0

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

- Mr. Gurunathan
- Anonymous

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

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

B. District Committees

Trustee Difazio reported that the Board Policy Committee met on August 20, 2025. The committee reviewed and discussed 8 Board Policies and 1 Bylaw. The removal of unnecessary sections was requested on BP 6145.2 Athletic Competition.

The following were recommended for approval and to be brought to the trustees for first reading at a future board meeting.

- BP 6158 Independent Study.Short Term
- BP 0420.4 Charter School Authorization
- BP 5125.1 Release of Directory Information
- BP 0410 Nondiscrimination in District Programs and Activities
- BP 4033 Lactation Accommodation
- BB 9011 Disclosure of Confidential/Privileged Information

The full board will review BP 3311 Bids and BP 3312 contracts at a future meeting.

September 17, 2025, is the next Board Policy Committee Meeting.

C. Superintendent

Superintendent Baier recognized the Back-to-School celebration and thanked the staff who organized the event. Critenden Middle School and its PTA were awarded the 2024-2026 National PTA School of Excellence Award.

VII. COMMUNITY COMMENTS

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

- Steven Nelson
- Ling
- Frustrated taxpayer

VIII. ACTION AND DISCUSSION

A. (Discussion) FCMAT Extraordinary Audit Findings

Dr. Toston, the SCCOE Superintendent, notified the trustees that insufficient evidence exists to indicate that fraud, misappropriation of funds and/or assets, or other illegal fiscal practices may have occurred, and as the Santa Clara County Superintendent of Schools has concluded the matter closed.

Superintendent Baier mentioned that, although the FCMAT Audit resulted in no findings, the district remains committed to continuous improvement and strengthening its systems.

The following member of the community addressed the Board of Trustees:
- Mr. Gurunathan
- Steven Nelson
- Anonymous
- Frustrated taxpayer
- Shawn D.
- Nhung Liu

B. (Discussion) MVW Residences Corporation Board Interviews

Trustees performed public interviews with three candidates to serve on the MVW Residences Corporation Board of Directors, which will oversee the housing development moving forward.

It is anticipated that Trustees will deliberate and appoint Corporation Board Members at the Sept. 4 or Sept. 18 meeting.

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

A motion was made by William Lambert and seconded by Lisa Henry to approve the Summer Review- Approval of Monthly Reports; Ratifying some contracts and Reviewing other contracts.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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. Contracts approved under this delegation were brought to the Board for ratification.

The following member of the community addressed the Board of Trustees:
- Steven Nelson
- Ms. Wang
- MVWSD Parent

D. (Discussion) Measure T Summer Construction Update

Dr. Westover presented an update on the many campus improvement projects that were completed over the summer, and the remaining priority 2 projects list.

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

- Steven Nelson

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

A motion was made by Devon Conley and seconded by Charles DiFazio to approve Resolution NO: 03-082125 Speech and Language Services.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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.

IX. BOARD UPDATES

Trustee DiFazio mentioned attending the Back-To-School Celebration, and it was a positive experience. He looks forward to next year's.

Trustee Conley mentioned the attendance at the All Hands Meeting.

X. ITEMS FOR FUTURE AGENDAS

Trustee Conley suggested discussing the Governance Calendar.

XI. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

September 4, 2025
September 18, 2025

XII. ADJOURNMENT

The meeting was adjourned at 9:32 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.mwsd.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 9/4/2025

Agenda Category: Minutes

Agenda Item Title: Minutes to the August 25, 2025 Special Board MeetingMeeting

Estimated Time:

Person Responsible:

Background:

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
Minutes to the August 25, 2025 Special Board Meeting	Backup Material	8/28/2025

Mountain View Whisman School District

Board of Trustees - Special Meeting Minutes

1400 Montecito Avenue
August 25, 2025
6:00 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 (6:00 p.m.)

The meeting was called to order at 6 p.m.

A. Pledge

Trustees President Lambert led the Pledge of Allegiance.

B. Roll Call

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

C. Approval of Agenda

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

Ayes: Conley, DiFazio, Henry, Lambert, Reed

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

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

III. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:01 p.m.

A. Potential Litigation

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

B. 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

IV. RECONVENE OPEN SESSION

The meeting was reconvened to Open Session at 6:46 p.m.

A. Closed Session Report

Trustee President Lambert reported that no reportable action was taken in Closed Session. He also noted a correction on item A.1 Conference with Legal Counsel-Anticipated Litigation Significant exposure to litigation pursuant to Government Code 54956.9(d).(2):2 cases; there was only one case, not two.

V. REVIEW AND DISCUSSION

A. (Action) Adoption of Resolution No. 01-082525 Determining that the Sale of an Undivided 35% Interest as Tenants in Common including 50 Residential Units at the Property located at 699 N. Shoreline., Blvd, in the City of Mountain View (APN:153-24-027) Project is Exempt from the California Environmental Quality Act and Approving the Purchase and Sale Agreement, Deciding to carry out the Project, and Directing the Filing of a Notice of Exemption

A motion was made by Devon Conley and seconded by Charles DiFazio to approve Resolution No. 01-082525, Determining that the Sale of an Undivided 35% Interest as Tenants in Common including 50 Residential Units at the Property located at 699 N. Shoreline., Blvd, in the City of Mountain View (APN:153-24-027) Project is Exempt from the California Environmental Quality Act and Approving the Purchase and Sale Agreement, Deciding to carry out the Project, and Directing the Filing of a Notice of Exemption.

Ayes: Conley, DiFazio, Henry, Lambert, Reed

The Trustees approved the purchase agreement in which MVWSD will sell 50 units for staff rental to FHDA for $54.45 million to the Foothill-DeAnza Community College District (FHDA). The proceeds of which will fully pay for the $53.5 million land purchase.

Trustee Lambert stated that the Board had the opportunity to review, read, and comment on the document, as well as ask attorneys questions.

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

- Barry Smith

VI. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

VII. ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

NOTICES FOR AUDIENCE MEMBERS

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Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los

temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/25/2025

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 8/25/2025

Agenda Category: Potential Litigation

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

Estimated Time:

Person Responsible: Frank Selvaggio

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/25/2025

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: 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 8/25/2025

Agenda Category: REVIEW AND DISCUSSION

Agenda Item Title: (Action) Adoption of Resolution No. 01-082525 Determining that the Sale of an Undivided 35% Interest as Tenants in Common including 50 Residential Units at the Property located at 699 N. Shoreline., Blvd, in the City of Mountain View (APN:153-24-027) Project is Exempt from the California Environmental Quality Act and Approving the Purchase and Sale Agreement, Deciding to carry out the Project, and Directing the Filing of a Notice of Exemption

Estimated Time:

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

Background:
California Environmental Quality Act
Before Mountain View Whisman School District ("District") may approve of the sale of an "Ownership Interest" (as further set forth in the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions, attached as Exhibit A to the Resolution hereto ("PSA") of the property ("Proposed Project") located at 699 N. Shoreline Blvd., in the City of Mountain View, California and County of Santa Clara, with the assessor parcel number (APN) 153-24-027 which includes a 144-unit below market rate residential apartment building for employee housing ("Property"), it must complete environmental review under the California Environmental Quality Act ("CEQA"), which exempts certain projects from completing a negative declaration or environmental impact report. The Common-Sense Exemption under CEQA Guidelines section 15061(b)(3) exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Here, the Proposed Project will only result in a change of ownership but not cause an environmental or physical change since the sale of the Ownership Interest will only result in a change of ownership and not a change in use or increase in use of the Property or an environmental or physical change.

Once a project is determined to be CEQA exempt, a project is no longer subject to either the procedural or substantive requirements of CEQA and the project may proceed immediately thereafter.

Purchase and Sale Agreement
The District is the fee simple owner of the Property and the Property is adjacent to and was developed as part of an integrated residential apartment complex with the Property and the adjacent parcel commonly referred to as 777 West Middlefield Road, in the City of Mountain View, County of Santa Clara, State of California is owned and was developed by Mountain View Owner LLC consisting of 572 market-rate residential units, for a total of 716 residential units, subterranean parking structure ("Parking Garage") and certain amenities shared with the Property ("Master Development").

The Property and Master Development are subject to recorded 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 ("CC&Rs") and an 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 ("Agreement for Affordable Rental Housing Units").

For the purchase price of Fifty-Four Million Four Hundred Fifty Thousand Dollars ($54,450,000.00) the District now intends to sell to Foothill-De Anza Community College District ("FHDA"), and FHDA intends to purchase from the District subject to those CC&Rs, and Agreement for Affordable Rental Housing Units and Amendment thereto, and the District and FHDA Co-Tenancy Agreement (all as further set forth in the PSA), an "Ownership Interest" (as further set forth in the PSA) in the Property which shall include an undivided thirty-five percent (35%) interest as tenants in common in the Property, including ownership of fifty (50) residential units and a proportionate share of the land, improvements, access to and use of a proportionate share of parking spaces in the Parking Garage, access to and use of all amenities, common areas and appurtenances of the Property, including easements or rights-of-way relating thereto, in the Master Development, of which the Property is a part thereof.

Before approving the sale of the Ownership Interest in the Property, the District must complete environmental review, as discussed above. Should the Board adopt the Resolution, the Proposed Project will be approved (in other words, decided to carry out the Sale of the Ownership Interest), and District staff will file a Notice of Exemption with the Santa Clara County Clerk and the State Clearinghouse.

Fiscal Implication:

$54,450,000.00

Recommended Action:
It is recommended that the Board of Trustees approve Resolution No. 01-082525, Determining that the Sale of an Undivided 35% Interest as Tenants in Common including 50 Residential Units at the Property located at 699 N. Shoreline., Blvd, in the City of Mountain View (APN:153-24-027) Project is Exempt from the California Environmental Quality Act and Approving the Purchase and Sale Agreement, Deciding to carry out the Project, and Directing the Filing of a Notice of Exemption.

ATTACHMENTS:

Description	Type	Upload Date
Purchase and Sale Agreement	Backup Material	8/22/2025
Resolution No. 01-082525	Backup Material	8/22/2025
Staff Housing Presentation Aug 25, 2025	Presentation	8/22/2025

Assessor's Parcel No.(s): 153-24-027
County: Santa Clara

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered as of September ___, 2025, ("**Effective Date**") by and between the **Mountain View Whisman School District** ("**MVWSD**" or "**Seller**"), and **Foothill-De Anza Community College District** ("**FHDACCD**" or "**Buyer**"). MVWSD and FHDACCD are California public entities located in the County of Santa Clara. Parties may be individually referred to herein as a "**Party**" or collectively as "**Parties**."

RECITALS

A. WHEREAS, MVWSD is the fee simple owner of the property, which includes a 144-unit residential apartment building, located at 699 North Shoreline Boulevard, in the City of Mountain View, California and County of Santa Clara, with the assessor parcel number (**"APN"**) 153-24-027 and as more specifically described below and in **Exhibit A**, attached and made a part hereto (**"Property"**).

B. WHEREAS, the Property is adjacent to and was developed as part of an integrated residential apartment complex with the Property and the adjacent parcel owned and developed by Mountain View Owner LLC consisting of 572 market-rate residential units, for a total of 716 residential units, subterranean parking structure ("**Parking Garage**") and certain amenities ("**Master Development**") and subject to that certain Agreement by and Among the City of Mountain View, Mountain View Owner, LLC, and Mountain View Wishman School District, Regarding the Provision of Affordable Rental Housing Units for A Residential Project Located at 777 West Middlefield Road ("**Agreement for Affordable Rental Housing Units**") dated September 19, 2022 and recorded October 13, 2022 as Document No. 2536075 of Official Records and that certain Declaration of Covenants, Conditions and Restrictions and Establishment of Easements ad Cost Sharing Obligations for 777 West Middlefield ("**CC&Rs**") dated November 28, 2022 and recorded December 6, 2022 as Document No. 25411919 of Official Records.

C. WHEREAS, MVWSD intends to sell to FHDACCD, and FHDACCD intends to purchase from MVWSD, an Ownership Interest (as further detailed and defined below) of an undivided thirty-five percent (35%) interest as tenants in common in the Property, including ownership of fifty (50) residential units and a proportionate share of the land, improvements, access to and use of a proportionate share of parking spaces in the Parking Garage, access to and use of all amenities, common areas and appurtenances of the Property, including easements or rights-of-way relating thereto, in the Master Development, of which the Property is a part thereof.

D. WHEREAS, MVWSD warrants it is authorized to sell the Ownership Interest, as defined herein, to FHDACCD.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth MVWSD and FHDACCD agree as follows:

AGREEMENT

1. PROPERTY INTEREST TO BE PURCHASED

1.1 MVWSD agrees to sell and grant to FHDACCD the Ownership Interest in the Property and convey by a grant deed substantially in the form of **Exhibit B**, attached hereto (the "**Grant Deed**").

1.2 **Purchase Price**: Buyer agrees to pay **Fifty-Four Million Four Hundred Fifty Thousand Dollars ($54,450,000.00)** ("**Purchase Price**") for the Ownership Interest in the Property.

1.3 **Deposits, Independent Consideration, and Payment of Purchase Price**:

1.3.1 **Initial Deposit**. Buyer shall deposit **Five Hundred Forty-Four Thousand Five Hundred Dollars ($544,500.00)** into the escrow within **one** (**1) business day** of the Opening of Escrow (as defined below) ("**Initial Deposit**"). The Initial Deposit shall be deposited into an interest-bearing account.

1.3.2 **Second Deposit.** If Buyer, in its sole and absolute discretion, elects to proceed with the purchase of the Property, then Buyer shall deposit a second deposit in the sum of **Five Hundred Forty-Four Thousand Five Hundred Dollars ($544,500.00)** into the escrow within **two (2) business days** of the delivery of the "**Approval Notice**" as defined below (the "**Second Deposit**"). The Second Deposit shall be deposited into an interest-bearing account with the Initial Deposit and the Initial Deposit and the Second Deposit shall be referred to as the "**Deposit**." If the sale of the Property is consummated, 100% of the Deposit, with interest, shall be credited against the Purchase Price.

1.3.3 **Independent Contract Consideration**. A portion of the Initial Deposit in the sum of **$100.00** (the "**Independent Contract Consideration**") has been bargained for and agreed to as consideration for Buyer's exclusive right to purchase the Property and the right to inspect the Property during the Feasibility Period provided and defined herein, and for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Agreement, is non-refundable in all events (notwithstanding anything to the contrary herein), and shall be released to Seller upon Buyer's deposit of the Initial Deposit into Escrow.

1.3.4 The remaining portion of the Purchase Price in the amount of **Fifty Three Million Three Hundred Sixty-One Thousand One Hundred Dollars ($53,361,100)** shall be due and payable by Buyer to Seller at the Close of Escrow (as defined below), subject to the conditions set forth in this Agreement.

2. DEFINED TERMS

2.1 **Close of Escrow**. The term "**Close of Escrow**" or "**Closing**" shall mean the consummation of the purchase and sale of the Ownership Interest in the Property by the Parties by payment of the Purchase Price and the recordation of the Grant Deed substantially in the form of **Exhibit B** attached hereto, the Amendment to Agreement for Affordable Rental Housing Units, which shall be attached hereto as **Exhibit C** upon final approval of the City of Mountain View, and the Mountain View Whisman School District and Foothill-De Anza Community College District Co-Tenancy Agreement ("**Co-Tenancy Agreement**") , which shall be agreed upon by the Parties and attached hereto as **Exhibit D**, attached hereto in accordance with the terms and provisions of this Agreement, including the "Closing" section herein.

2.2 **Day**. Unless otherwise indicated, "day" or "Day" shall mean a calendar day.

Opening of Escrow. Within **two (2)** business days of the Effective Date, Seller shall open an escrow to consummate the purchase of the Ownership Interest in the Property by Buyer with **First American Title Company**, Attention: Rhonda Watts, 222 De Anza Blvd., San Mateo, CA 94402 and 333 W. Santa Clara Street, Suite #220, San Jose, CA 95113, Phone: 650.356.1731, Cell: 650.822.4026 Email: rpwatts@firstam.com ("**Escrow Holder**"), and the Seller shall deposit with the Escrow Holder a duly fully executed copy of this Agreement (the "**Opening of Escrow**"), which shall constitute the joint escrow instructions.

2.3 **Ownership Interest ("Ownership Interest")**

2.3.1 Buyer's Ownership Interest in the Property shall be a thirty-five percent (35%) undivided tenant in common ownership interest. Buyer's Ownership Interest shall include **fifty** (**50**) undesignated units (individually, an "**FHDA Unit**," collectively, the "**FHDA Units**"), identified as to unit types and income levels and other amenities as follows:

2.3.1.1 **Two (2)** 80% AMI studio apartments,

2.3.1.2 **Five (5)** 150% AMI studio apartments,

2.3.1.3 **Eight (8)** 80% AMI one-bedroom apartments,

2.3.1.4 **Twenty-Two (22)** 150% AMI one-bedroom apartments,

2.3.1.5 **Three (3)** 80% AMI two-bedroom apartments,

2.3.1.6 **Ten (10)** 150% AMI two-bedroom apartments,

Of the FHDA Units, FHDA will have access to 35% of the ADA accessible units.

The specific location of FHDA Units shall be assigned periodically by MWVSD to FHDA for FHDA's exclusive use and occupancy pursuant to the Master Maintenance and Operations Agreement ("**M&O Agreement**"), which shall be entered into between the Parties by the Close of Escrow, and the Agreement for Affordable Rental Housing Units, as amended.

2.3.2 As part of Buyer's Ownership Interest, Buyer shall own and have access to and use of fifty (**50**) parking spaces located in the Parking Garage ("**FHDA Parking Spaces**"), the general location of which is as shown in **Exhibit A**.

2.3.3 As part of Buyer's Ownership Interest, Buyer shall have full access to and the use and enjoyment of all amenities that are part of the Master Development and appurtenant to the Property subject to: Section 2.3.4 below; the Agreement for Affordable Rental Housing Units, as amended; the CC&R's; other matters of record that are identified encumbrances herein; and the M&O Agreement.

2.3.4 Seller's and Buyer's ownership interests in the Property shall be subject to the Agreement for Affordable Rental Housing Units, as amended, the Co-Tenancy Agreement, the M&O Agreement, CC&Rs and other matters of record, subject to **Section 3.3**.

2.4 **Title Policy**. The term "**Title Policy**" shall mean the American Land Title Association ("**ALTA**") owner's standard (or extended if applicable) coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.

3. DUE DILIGENCE; MARKETING; "AS-IS" PURCHASE; RELEASE OF SELLER.

3.1 **Due Diligence**. Close of Escrow shall be subject to Buyer's determination of the suitability of the Property for Buyer's intended use in Buyer's sole and absolute discretion. Buyer shall have **ten (10) days** from the Opening of Escrow (the "**Due Diligence Period**") to determine the suitability of the Property. Prior to 5:00 p.m. (local time) on the last day of the Due Diligence Period (the "**Due Diligence**

Deadline"), Buyer shall either approve or disapprove the suitability of the Property. Buyer's failure to deliver to Seller written notice approving the suitability of the Property (the "**Notice of Due Diligence Approval**" or **"Notice to Proceed"**) on or before the Due Diligence Deadline shall constitute Buyer's disapproval, whereupon this Agreement and the Escrow shall automatically terminate, and Seller and Escrow Holder shall immediately return the Initial Deposit to Buyer, all without further instructions from Seller or Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement.

3.2 **Sellers Documents.** Within **two (2)** business days of execution of this Agreement, Seller shall provide Buyer with copies of any of the following reports that Buyer has in its possession: proforma title policies, surveys, reports, environmental inspections, soil or geological reports, information concerning the most recent property taxes, land use entitlements for the Master Development, below market rate housing restrictions; zoning restrictions on the use of the Property, appurtenant easements, and other documents that Seller may have in its possession pertaining to the Property ("**Diligence Materials**"). Buyer shall review and inspect the Diligence Materials and shall provide the Seller a Notice to Proceed on or before the Due Diligence Deadline.

3.3 **Title.** Within **two (2)** business days after the Opening of Escrow, Seller shall cause the Title Company to issue a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within **two (2)** business days after Buyer's receipt of the preliminary title report, Buyer shall provide notice to Seller of any objections that Buyer has with respect to the exceptions to title listed in the preliminary title report. Seller shall have **two (2)** business days from the date of notice to (i) cure any exceptions to which Buyer objects, (ii) agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of Buyer, unless a longer period is mutually agreed by Parties, or (iii) decline to cure any Buyer title objections. If Buyer's objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of Buyer, prior to the Due Diligence Deadline, Buyer may elect to cancel escrow and terminate this Agreement and thereafter, the Deposit shall be returned to Buyer. If Seller declines to cure any or all of Buyer's title objections, then Buyer shall have the right to terminate this Agreement on or before the Due Diligence Deadline and the Deposit shall be returned to Buyer. If Buyer provides the Seller and Escrow Holder a Notice to Proceed as set forth in this Agreement and approves the condition of the Property on or before the Due Diligence Deadline, Buyer shall be deemed to have waived any prior title objections to which Seller declined to cure. Buyer shall not be required to object to deeds of trust, mortgages, mechanics' liens, judgments or other monetary liens encumbering the Property,

provided such monetary encumbrances were not created by or through any action or inaction of Seller, its agents or representatives ("**Monetary Liens**") and to the Agreement for Affordable Rental Housing Units, as amended. Notwithstanding the foregoing, neither (i) the Title Company's standard printed exceptions; (ii) matters affecting title created by or with the consent of Buyer; nor (iii) liens to secure taxes and assessments not yet due and payable shall give rise to any objection to title by Buyer. Additionally, the Title Policy shall contain such endorsements, if any, as Buyer may negotiate with Title Company on or before the Due Diligence Deadline. Seller will provide the Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to Buyer on the Property. Evidence of title to the Property shall be the issuance at the Close of Escrow by Title Company of a standard ALTA owner's coverage policy of title insurance, or extended ALTA owner's coverage of title insurance at Buyer's option and additional expense for said extended owner's coverage) insuring title to the Property and containing such endorsements as Buyer shall request (if any), as the same shall be negotiated by Buyer with Title Company on or before the Due Diligence Deadline.

3.4 **Marketing**. From the Effective Date until Close of Escrow, Buyer may accept and process housing applications from qualified FHDA staff for FHDA Units and Seller, at no cost or expense to Seller, will cooperate as requested by Buyer to allow FHDA staff to take occupancy of FHDA Unit as soon as practical after Close of Escrow.

3.5 **"AS-IS" PURCHASE**. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING AN OWNERSHIP INTEREST IN THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS. SELLER SHALL OFFER NO CREDITS TO THE PURCHASE PRICE TO OFFSET ANY POTENTIAL MITIGATION OF SOILS, UTILITIES, ENVIRONMENTAL, WETLANDS OR ANY OTHER CONDITION AFFECTING THE PROPERTY. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER IN THIS AGREEMENT, BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. SELLER DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS BUYER'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

_____ _____

Buyer's Initials **Seller's Initials**

3.6 **Release of Seller**. As part of its agreement to purchase the Property in its "AS-IS WITH ALL FAULTS" condition, and except for the representations, warranties and covenants of Seller in this Agreement, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges Seller and their respective members, trustees, staff, heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs) (collectively the "**Claims**"), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) Buyer's past, present and future use of the Property, (ii) the physical, geological or environmental condition of the Property, including, without limitation, any Hazardous Material in, on, under, above or about the Property, and (iii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," also commonly known as the "Superfund" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "RCRA") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "Clean Water Act") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("TSCA") (15 U.S.C. Sections 2601-2629), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300-25395), the Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), the Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "Business Plan Law") (California Health and Safety Code Section 25500 et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 et seq.). As used in this Agreement, the term "**Hazardous Materials**" means hazardous substances, hazardous waste, hazardous materials, toxic substances, contamination, pollution and words of similar import which are located in, on, under or about the Property, giving those terms the broadest meaning as accorded by statutes, regulations and/or court decisions in the federal or State jurisdictions in which the Property is located.

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

_____ _____

Buyer's Initials **Seller's Initials**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

BUYER'S INITIALS: _____

4. CONDITIONS PRECEDENT.

4.1 **Buyer's Conditions Precedent**. Buyer's obligation to purchase the Property from Seller is conditioned upon the following:

4.1.1 Buyer's approval of Due Diligence in accordance with the Section "Due Diligence."

4.1.2 Seller's and Buyer's approval of the Property Description and Ownership Interest prior to expiration of the Due Diligence Period.

4.1.3 Buyer's approval of the Approved Conditions of Title during the Due Diligence Period.

4.1.4 Seller shall have delivered to Title Company by the Closing Date all required documentation for this sale required by the Title Company to issue the Title Policy subject only to the Approved Conditions of Title and without any Monetary Encumbrances or New Exceptions.

4.1.5 Buyer's approval of the M&O Agreement.

4.1.6 The City Council of City of Mountain View shall have approved the Amendment to the Agreement for Affordable Rental Housing Units at a duly noticed meeting and delivered to Escrow Agent a recordable form of the Amendment to the Agreement for Affordable Rental Housing Units in accordance with this Agreement.

4.2 **Seller's Conditions Precedent**. The following are conditions precedent to Seller's obligation to sell the Property to Buyer ("**Seller's Conditions Precedent**"):

4.2.1 Seller's and Buyer's approval of the Property Description and Ownership Interest prior to expiration of the Due Diligence Period.

4.2.2 Buyer shall have performed all of its obligations hereunder and all of Buyer's representations and warranties shall be true and correct.

4.2.3 Seller's approval of the M&O Agreement.

4.3 **Failure of Seller's and Buyer's Conditions Precedent**. Each of Seller's and Buyer's Conditions Precedent set forth above is intended solely for the benefit of Seller or Buyer, as applicable. If either of Seller's Conditions Precedent or Buyer's Conditions Precedent is not satisfied as provided above, Seller or Buyer, as applicable, may at its option, terminate this Agreement. Upon such termination, Escrow Agent shall refund the Deposit to Buyer and neither Party shall have any further rights or liabilities hereunder except as expressly provided herein.

5. SELLER'S WARRANTIES

5.1.1 **Limited Warranties**. Buyer hereby affirms and acknowledges that neither Seller nor any of its officers, agents, managers, members, employees, advisors and/or attorneys (collectively the "**Seller Exculpated Parties**") have made nor has Buyer relied upon any representation, warranty or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement except as otherwise expressly set forth in this Agreement. Without limitation, Buyer acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of Seller Exculpated Parties, or will be relied upon, and Buyer hereby releases Seller Exculpated Parties from any claims with respect to the suitability of use of the Property for Buyer's purposes, general plan designation, zoning, value, use, tax status or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at the Property, or with respect to the existence or non-existence of hazardous substances (as defined in the section "Hazardous Substances") in, on, under or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions

contemplated hereby. Buyer is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for its purposes, and in no way in reliance on any information provided by Seller or any of the other Seller Exculpated Parties other than the representations and warranties expressly contained herein.

5.2 **Seller's Representations and Warranties.** Seller warrants and represents to Buyer with respect to the Property, the following representations and warranties:

5.2.1 **No Pending Litigation**. Seller does not have knowledge of litigation pending that pertains to the Property.

5.2.2 **Existing Leases.** Seller represents and warrants that Seller is not in default under the Existing Leases, if applicable, and, except as disclosed to Buyer by Seller in writing, to Seller's knowledge the Tenants are not in default under the Existing Leases.

5.2.3 **Condemnation**. Seller is not aware of any threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

5.2.4 **No Notices.** Seller is not aware of any change contemplated in any applicable laws, ordinances or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly Buyer's contemplated use of the Property to the extent such contemplated use is actually known to it.

5.2.5 **Seller Authority to Execute Agreement.** Seller has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to Buyer.

5.2.6 **Authority of Executing Officer.** Each individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.

5.2.7 **Validity of Seller's Representations and Warranties at Close of Escrow**. The representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

5.3 **Damage or Condemnation Prior to Closing.** Seller shall promptly notify Buyer of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, Buyer may, at its option, elect either to:

5.3.1 Terminate this Agreement, and neither Buyer nor Seller shall have any further rights or obligations hereunder; or

5.3.2 Continue Agreement in effect, in which event upon the purchase of the Property affected by condemnation, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

5.4 **Conditions to Seller's Obligation to Sell Property.** Seller's obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to deliver the Property to Buyer on the Closing Date; (ii) there shall be no breach of Buyer's representations and warranties set forth herein; (iii) Buyer shall have duly performed in all material respects each and every covenant of Buyer hereunder; and (iv) Buyer shall have delivered to Escrow Holder each of the following at least **one (1) business day** prior to the Close of Escrow:

5.4.1 Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of Buyer's other costs associated with the Close of Escrow as provided herein;

5.4.2 One (1) Preliminary Change of Ownership Report (the "**PCOR**"), for the Property;

5.4.3 A closing statement prepared by Escrow Holder and approved in writing by Buyer; and

5.4.4 Any other documents, instruments or records which are reasonably required by Escrow Holder to Close the escrow and consummate the purchase in accordance with the terms hereof.

5.5 **Survival of Representations and Warranties.** All representations and warranties of Seller contained herein shall survive the Close of Escrow or termination of this Agreement.

6. BUYER'S REPRESENTATIONS AND WARRANTIES

6.1 Buyer hereby represents and warrants to Seller that as of the date of this Agreement and as of the Closing, this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject. Buyer further represents and warrants to Seller that Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property.

6.2 **Buyer Authority to Execute Agreement.** Buyer has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby.

6.3 **Authority of Executing Officer.** Each individual executing this Agreement on behalf of Buyer is duly authorized to execute and deliver this Agreement on behalf of Buyer.

6.4 **Conditions to Buyer's Obligation to Purchase Property.** Buyer's obligation to purchase the Property under this Agreement is subject to the fulfillment, and Buyer's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at its option: (i) Seller is able to deliver the Property to Buyer on the Closing Date; (ii) there shall be no breach of Seller's representations and warranties set forth herein; (iii) Seller shall have duly performed in all material respects each and every covenant of Seller hereunder; and (iv) Seller or Buyer, as applicable, shall have delivered to Escrow Holder each of the following at least **one (1) business day** prior to the Close of Escrow:

6.4.1 Seller's Grant Deed in recordable form;

6.4.2 One (1) PCOR, for the Property;

6.4.3 A closing statement prepared by Escrow Holder and approved in writing by Buyer;

6.4.4 Amendment to Agreement for Affordable Rental Housing Units in recordable form;

6.4.5 Fully executed Co-Tenancy Agreement;

6.4.6 M&O Agreement; and

6.4.7 Any other documents, instruments or records which are reasonably required by Escrow Holder to Close the escrow and consummate the purchase in accordance with the terms hereof.

6.5 **Survival of Representations and Warranties.** All representations and warranties of Buyer contained herein shall survive the Close of Escrow or termination of this Agreement.

7. CLOSING

7.1 **Selection of Closing Date.** The Close of Escrow hereunder shall be held **one (1) business day** after satisfaction of Seller Conditions in Section 5.4 and Buyer Conditions to Close in Section 6.4 ("**Closing Date**"). If either Party requires additional time to perform any condition, obligation, warranty or representation required in this Agreement, either Party may extend the Close of Escrow one time for up to an additional **30 calendar days,** subject to the approval of the other Party, which can only be withheld for reasonable and demonstrable cause.

7.2 **Other Documents.** As required, Seller shall prepare or obtain the following documents within **five (5) Days** after the date of Opening of Escrow:

7.2.1 **Two** originals of a Natural Hazard Disclosure Statement, for the Property;

7.2.2 **One** Seller's Affidavit of Non-Foreign Status (the "FIRPTA Affidavit"), for the Property;

7.2.3 **One** Real Estate Withholding Certificate (the "Form 593-C"), for the Property; and

7.2.4 All other documents as are reasonably necessary for issuance of the required Title Policy.

7.3 **Costs and Expenses**. Except as otherwise specified in this Agreement, Seller and Buyer shall pay the costs and expenses incurred pursuant to this Agreement as follows:

7.3.1 Seller shall pay Santa Clara County Transfer Taxes, if any, the Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges, and the costs of a standard coverage CLTA Title Policy for the transfer from Seller to Buyer.

7.3.2 Buyer shall pay the cost of an ALTA Title Policy if requested by Buyer.

7.3.3 Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Seller or Buyer under this Agreement shall be apportioned in the manner customary in Santa Clara County.

7.4 **Buyer's Fees and Costs.** Buyer shall be responsible for paying its own fees and costs associated with the purchase, including but not limited to:

7.4.1 Any endorsements to the Title Policy requested by Buyer requested by Buyer and the incremental premium for extended coverage title insurance above the premium for standard coverage title insurance;

7.4.2 Buyer's legal costs and consultants' fees associated with consummating the purchase.

7.5 **Seller's Fees and Costs.** Seller shall be responsible for paying the following Seller's fees and costs associated with the purchase, including, but not limited to its legal costs and consultants' fees associated with consummating the purchase, if any.

7.6 **Failure to Close.** If, by no fault of Seller or Buyer, escrow fails to close, Buyer and Seller shall equally pay the Escrow Holder's cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well as other expenses in connection therewith and Buyer shall bear no expense with respect to the same. In the event escrow fails to close through the fault of Buyer, Buyer shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.

7.7 **Delivery of Property.** Seller shall maintain the Property until the Close of Escrow as it would in the ordinary course and shall perform all repairs and maintenance to be performed from the Effective Date to the Closing Date in order to maintain the Property in the condition in which it is as of the Effective Date, except for reasonable wear and tear. On Close of Escrow, Seller shall deliver the Property to Buyer in substantially the same condition, except for reasonable wear and tear, as on the Effective Date.

8. **MUTUAL INDEMNIFICATION** Buyer and Seller shall indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of warranty or breach of covenant made, or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this section "Mutual Indemnification" shall survive the delivery of the Grant Deed and transfer of title or, if title is not transferred pursuant to this Agreement, any termination of this Agreement.

9. DEFAULT

9.1 **DEFAULT CURE**. In the event Seller or Buyer breaches an obligation of such Party under this Agreement ("**Default**"), such Party shall have **three (3) business days** after written notice from the other Party to cure that breach and if such breach is not cured then the breaching Party shall continue to be in Default under this Agreement and the remedies set forth below shall apply. The Closing Date shall extend until the expiration of that cure period if necessary to accommodate the entire cure period.

9.2 **BUYER'S DEFAULT/LIQUIDATED DAMAGES**.

IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE OWNERSHIP INTEREST, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGES BECAUSE SUCH DAMAGES WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE TO BUYER AND SHALL RECEIVE FROM ESCROW HOLDER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AND AS LIQUIDATED DAMAGES, THE "DEPOSIT" WHICH THE PARTIES AGREE IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF BUYER'S DEFAULT AND THE BALANCE OF THE PURCHASE PRICE SHALL BE RETURNED BY ESCROW HOLDER TO BUYER. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER REMEDY AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION ANY AND ALL RIGHTS TO RECOVER ANY ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY REMEDY OF SPECIFIC PERFORMANCE, TO WHICH SELLER OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT. BUYER AND SELLER SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION BY INITIALING THIS SECTION IN THE APPROPRIATE SPACES PROVIDED BELOW:

INITIALS: SELLER: _____ BUYER: _____

_____ _____

Buyer's Initials **Seller's Initials**

9.3 **SELLER'S DEFAULT**. In the event Seller materially breaches its obligations under this Agreement, and fails to cure that breach as set forth below, then Buyer's only remedy shall be to either (a) terminate the Agreement whereupon Escrow Holder shall immediately return the Deposit to Buyer, and Seller shall be responsible for reimbursing any Appraisal and Escrow fees and expenses of the Buyer up to a **maximum of six thousand dollars ($6,000)** and thereafter the Parties shall be equally responsible for any Appraisal and Escrow fees and expenses or (b) Buyer exclusively and fully at Buyer's sole and absolute cost and expense may bring a suit for specific performance provided that any suit for specific performance must be brought within ninety (90) days of Seller's default, to the extent permitted by law, Buyer waives the right to bring suit at any later date.

INITIALS: SELLER: _____ BUYER: _____

10. RIGHT TO ENTER PROPERTY. During the term of this Agreement, Buyer and its consultants and contractors may enter the Property to consider any matters and conduct any inspections, studies and investigations of the Property that Buyer deems necessary related to the acquisition and of the Property. Buyer's indemnification obligations in this Agreement will be operative during those entries.

11. GENERAL PROVISIONS

11.1 **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.

11.2 **Further Documents.** Both Parties will, whenever and as often as it shall be reasonably requested by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents as may be reasonably necessary in order to complete the sale, conveyance and transfer provided for herein, including without limitation such escrow instructions as may be required by the Escrow Holder. Both Parties will do any and all other acts and will execute, acknowledge and deliver any and all documents as may be reasonably required in order to carry out the intent and purpose of this Agreement.

11.3 **Real Estate Brokers Compensation.** Seller and Buyer mutually agree that no real estate brokerage, Seller's broker, Buyer's broker, broker and/or agent (collectively "**Real Estate Brokers**") were involved with the negotiations of this Agreement or participated in the sale of the Property.

11.4 **No Recordation.** No document or other memorandum relating to the subject matter of this Agreement shall be recorded without the prior written consent and approval of Seller and Buyer; provided, however, Buyer may file a notice of pendency of action or other similar notice against the Property concurrent with, and after, the proper filing of a suit for specific performance.

11.5 **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 personally delivered or sent by overnight delivery service, addressed as follows:

BUYER	**SELLER**
Foothill-De Anza Community College District 12345 El Monte Road Los Altos Hills, CA 94022 Attn: Chancellor	Mountain View Whisman School District 1400 Montecito Avenue Mountain View, CA 94043 Attn: Superintendent
With a copy to: Stradling Yocca Carlson & Rauth LLP 44 Montgomery Street, Suite 4200 San Francisco, CA 94104 Attn: Sean Absher, Esq.	**With a copy to:** Dannis Woliver Kelley 444 W. Ocean Blvd., Suite 1750 Long Beach, CA 90802 Attn: Clarissa Canady Orbach Huff & Henderson 6200 Stoneridge Mall Road, Suite 225 Pleasanton, CA 94588 Attn: Philip J. Henderson, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective on the date of the overnight delivery service's documented delivery.

11.6 **Entire Agreement of Buyer and Seller.** This Agreement and the attached exhibits constitute the entire Agreement between Buyer and Seller and supersede all prior discussions, negotiations and Agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by Buyer and Seller.

11.7 **California Law.** This Agreement shall be governed by and the rights, duties and obligations of Buyer and Seller shall be determined and enforced in accordance with the laws of the State of California, with the exception of definitions to be construed under the Federal laws cited in the section "Hazardous Substances."

11.8 **Attorneys' Fees.** If either Buyer or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between Buyer and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be deemed damages or counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.

11.9 **Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by Buyer or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.

11.10 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of Buyer and Seller hereto and their respective heirs, legal representatives, successors, and assigns.

11.11 **Assignment.** Neither Buyer nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party's obligations hereunder; provided, however, neither Buyer nor Seller shall be released from its obligations hereunder by reason of such assignment.

11.12 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document. Delivery of executed originals of this Agreement and/or any instrument contemplated in connection with this transaction (except for instruments intended for recordation or which otherwise require original signature by law), may be effected by portable document format "pdf" scanned email attachments, or electronic signature (e.g., DocuSign or similar electronic signature technology), and in such event, copies of executed originals or electronic signatures so delivered may be used in place of and shall have the same force and effect as the executed originals.

11.13 **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of Parties.

11.14 **Incorporation of Prior Agreements.** This Agreement contains all of the agreements of Parties hereto with respect to the matters contained herein, and no prior agreement or understanding, written or verbal, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by Parties hereto or their respective successors in interest.

11.15 **Disputes.** A dispute which cannot be resolved by Parties' representatives shall be submitted to mediation pursuant to the auspices and real estate transaction rules of the American Arbitration Association. The mediator's fees shall be divided equally between Parties. If a dispute is unresolved after mediation, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County in which the Property is located in the State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

11.16 **Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

11.17 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

11.18 **Review of Form of Agreement.** Submission of this instrument for examination or signature by Buyer or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution and delivery by Buyer and Seller.

11.19 **Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of Buyer and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the purchase is consummated.

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

11.21 **Force Majeure.** If either Party is unable, in whole or in part, to perform its obligations under this Agreement, by reason of the occurrence of fire, casualty, unavoidable accident, failure of usual source of supply, strike, labor conditions, lockouts, war, acts of God, the enactment of any Federal, State, or municipal law or ordinance, or the issuance of any executive or judicial order, whether Federal, State, or municipal, or of any other legally constituted authority, or any other cause not within the control of Party claiming relief notwithstanding the exercise of due diligence, Party shall give written notice to the other Party as soon as practicable after the occurrence. The obligations of that Party shall be suspended during the continuance of the cause stated in the notice, which Party shall remedy or remove expeditiously. In such case, the obligations, terms, and conditions of this Agreement shall be extended for the period necessary to compensate for any suspension of performance subject to the terms and conditions herein.

11.22 **Approval by the Parties' Board Required**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT NO OFFICER OR EMPLOYEE OF EITHER PARTY HAS AUTHORITY TO COMMIT EITHER PARTY TO THIS AGREEMENT UNLESS AND UNTIL EACH PARTIES' BOARD SHALL HAVE DULY APPROVED THIS AGREEMENT AND AUTHORIZED THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF EITHER PARTY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF BOTH PARTIES' BOARDS DO NOT APPROVE THIS AGREEMENT IN THEIR SOLE DISCRETION.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES ON NEXT PAGE]

ACCEPTED AND AGREED on the date indicated below:

BUYER	**SELLER**
Dated: _____, 2025	Dated: _____, 2025
Foothill-De Anza Community College District	**Mountain View Whisman School District**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Legal Description/Depiction of Property [APNS to be confirmed]

The Land referred to herein below is situated in the City of Mountain View, County of Santa Clara, State of California, and is 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

Form of Grant Deed

RECORDING REQUESTED BY: First American Title Insurance Company National Commercial Services **MAIL TAX STATEMENTS** **AND WHEN RECORDED MAIL DOCUMENT TO**: FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT Attn: Christopher F. Dela Rosa, D. M. Vice Chancellor, Business Services 12345 El Monte Road Los Altos Hills, CA 94022	

APN: 153-24-027 (*Space above this line for Recorder's use*)

GRANT DEED

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $ **NONE** CITY TRANSFER TAX $ **NONE**
DOCUMENTARY TRANSFER TAX EXEMPT DUE TO REVENUE & TAXATION CODE 11922
CITY TRANSFER TAX EXEMPT DUE TO REVENUE & TAXATION CODE 11922
NO RECORDING FEE PURSUANT TO GOVERNMENT CODE 27383

[**X**] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [**X**] City of Mountain View, and

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Mountain View Whisman School District, a public entity**,** ("Grantor") does hereby GRANT, CONVEY, TRANSFER, and ASSIGN to Foothill-De Anza Community College District, a public entity ("Grantee") an undivided thirty-five percent (35%) interest, as tenants in common, in all that certain real property in the City of Mountain View, County of Santa Clara, State of California, as legally described on **Attachment 1** attached hereto and made a part hereof (the "Property"), together all and singular appurtenances to the Property and the Co-Tenancy Agreement between Grantor and Grantor dated as of September 1, 2025 for reference and record _____2025 as Document No. _____ of Official Records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of October _____, 2025.

GRANTOR:

Mountain View Whisman School District

Signature: _____

Name: _____

Title: _____

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 }

COUNTY OF _____ } *S.S.*

On _____ before me, _____, 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.

_____

Signature

_____ **_____**

Buyer's Initials **Seller's Initials**

ATTACHMENT 1
TO
GRANT DEED

LEGAL DESCRIPTION [APNS to be confirmed]

The Land referred to herein below is situated in the City of Mountain View, County of Santa Clara, State of California, and is 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

CERTIFICATE OF ACCEPTANCE

This is to certify that, pursuant to section 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated as of September ____, 2025 from MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the Constitution and laws of the State of California, to FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under and by virtue of the Constitution and laws of the State of California, is hereby accepted by the undersigned officer on behalf of FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT pursuant to the authority conferred by Resolution No. ___ adopted by the Board of Trustees of FHDA on _____, 2025 at a duly noticed meeting, and FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2025.

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Its: _____

_____ **Buyer's Initials**

_____ **Seller's Initials**

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 }

COUNTY OF _____ } *S.S.*

On _____ before me, _____, 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.

_____

Signature

_____ **_____**

Buyer's Initials **Seller's Initials**

Exhibit C

Form of Amendment to Agreement for Affordable Rental Housing Units

[To Be Attached Prior to Close of Escrow]

Exhibit D

Form of Co-Tenancy Agreement

[To Be Attached Prior to Close of Escrow]

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
County of Santa Clara, State of California

RESOLUTION NO. 01-082525

RESOLUTION DETERMINING THAT THE SALE OF AN UNDIVIDED 35% INTEREST AS TENANTS IN COMMON INCLUDING 50 RESIDENTIAL UNITS AT THE PROPERTY LOCATED AT 699 N. SHORELINE BLVD., IN THE CITY OF MOUNTAIN VIEW (APN: 153-24-027) PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE PURCHASE AND SALE AGREEMENT, DECIDING TO CARRY OUT THE PROJECT, AND DIRECTING THE FILING OF A NOTICE OF EXEMPTION

WHEREAS, Mountain View Whisman School District ("**MVWSD**") is the fee simple owner of the property located at 699 N. Shoreline Blvd., in the City of Mountain View, California and County of Santa Clara, with the assessor parcel number (**APN**) 153-24-027, which includes a 144-unit below market rate residential apartment building for employee housing (**"Property"**); and

WHEREAS, the Property is adjacent to and was developed as part of an integrated residential apartment complex with the Property and the adjacent parcel commonly referred to as 777 West Middlefield Road, in the City of Mountain View, County of Santa Clara, State of California is owned and was developed by Mountain View Owner LLC consisting of 572 market-rate residential units, for a total of 716 residential units, subterranean parking structure ("**Parking Garage**") and certain amenities shared with the Property **("Master Development")**; and

WHEREAS, the Property and Master Development are subject to recorded 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 ("**CC&Rs**") and an 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 ("**Agreement for Affordable Rental Housing Units**"); and

WHEREAS, for the purchase price of Fifty-Four Million Four Hundred Fifty Thousand Dollars ($54,450,000.00) MVWSD now intends to sell to Foothill-De Anza Community College District **("FHDA")**, and FHDA intends to purchase from MVWSD subject to those CC&Rs, and Agreement for Affordable Rental Housing Units and Amendment thereto, and the MVWSD and FHDA Co-Tenancy Agreement, all as further set forth in the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions **("PSA"),** attached hereto as **Exhibit A,** an **"Ownership Interest"** (as further set forth in the PSA) of an undivided thirty-five percent (35%) interest as tenants in common in the Property, including ownership of fifty (50) residential units

and a proportionate share of the land, improvements, access to and use of a proportionate share of parking spaces in the Parking Garage, access to and use of all amenities, common areas and appurtenances of the Property, including easements or rights-of-way relating thereto, in the Master Development, of which the Property is a part thereof; and

WHEREAS, the District must comply with the California Environmental Quality Act ("**CEQA**") before approving the sale of the Property ("**Project**"); and

WHEREAS, exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("**CEQA Guidelines**"); and

WHEREAS, section 15061(b)(3) of the CEQA Guidelines describes the so-called Common-Sense Exemption, which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the Project will not have a significant effect on the environment as the District will not change the use of the Property after sale of the Ownership Interest to FHDA, and FHDA will not change the use of the Property after its acquisition of the Ownership Interest; and

WHEREAS, it can be seen with certainty that the Project will not have a significant effect on the environment because the sale of the Ownership Interest will only result in a change of ownership and not a change in use or increase in use of the Property or an environmental or physical change.

NOW, THEREFORE, BE IT RESOLVED, for good and sufficient cause based on the entire record of proceedings, the Board of Education of the Mountain View Whisman School District ("**Board**") hereby finds, determines, declares, decides, orders, and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The District shall sell to FHDA an Ownership Interest in the Property.

Section 3. The PSA for the Sale of the Ownership Interest attached as **Exhibit A** is approved 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 4. The Proposed Project is exempt under the Common-Sense Exemption (CEQA Guidelines, § 15061(b)(3)).

Section 5. The applicable requirements of CEQA have been fulfilled for the Project.

Section 6. The District will carry out the Project (i.e., sell the Ownership Interest).

Section 7. 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 by the Board to perform all or some of the required actions and execute all or some of the documents necessary to carry out the intent of this Resolution, including but not limited to entering into the PSA, filing of the Notice of Exemption for the Project with Santa Clara County and the State Clearinghouse and to taking all such future actions and execute additional documents, as necessary, to complete the sale to FHDA of the Ownership Interest in the Property.

PASSED AND ADOPTED this 25th day of August 2025, by the Board of Education of the Mountain View Whisman School District of the County of Santa Clara, State of California, by the following vote:

Ayes: _____ _____

Noes: _____ _____

Absent: _____ _____

Abstention: _____ _____

CERTIFICATION

I, _____, 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 _____ day of August, 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 A
Purchase and Sale Agreement for Real Property with Joint Escrow Instructions

Mountain View
Whisman
School District

Staff Housing: Moving to Long Term Sustainability

August 25, 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 123 BMR units to its employees; 20 units are reserved for City of Mountain View employees.
  - 53 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

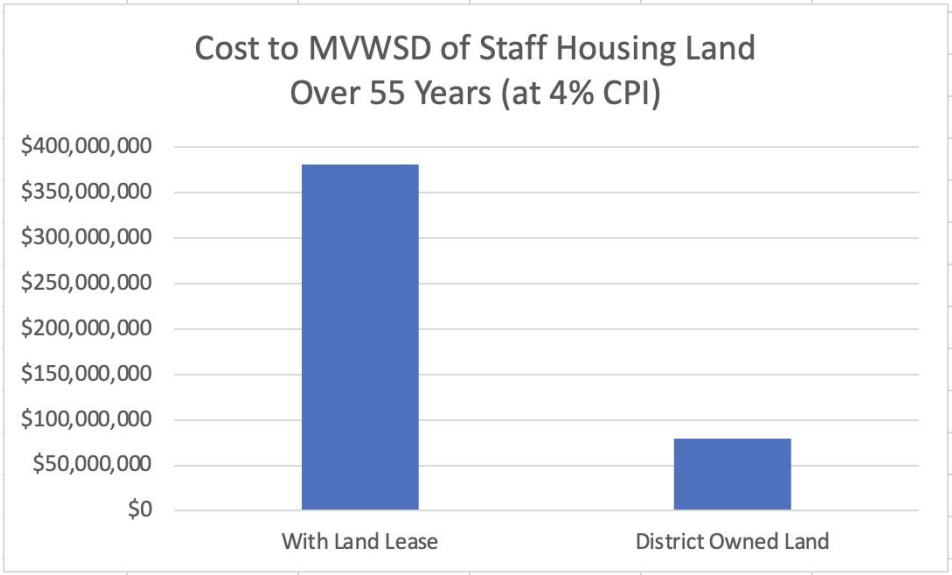
“Since moving into my apartment, I have been very grateful to shorten my commute and have more time to focus on planning and also my mental and physical health. I'm lucky to be part of a welcoming and kind community of people who want to support teachers and in turn, support students.” - Teacher, Mistral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

Mountain View
Whisman
School District

Challenges

Challenge: Land Expense and Control

- MVWSD did not own the land under the development
- MVWSD needed greater control over this long-term asset
- Land lease was expensive
  - $1.9 million annually, which escalated over time
  - Could total $380 million over the 55-year term



Challenges: Number of Units

- Ambitious and complex initiative
- Large number of units for MVWSD
- Building is about ⅓ leased
  - revenues and expenditures were not in balance
  - highly focused on getting the building fully leased up as soon as possible

Mountain View
Whisman
School District

Solutions

Short-term success criteria for MVW at the Sevens

- Fill available housing units
- Housing project becomes self-sufficient
- Board meeting time spent on student learning matters

(March 27, 2025 Trustees meeting)

Responding to Challenge: Land

- Spring 2025, the Board of Trustees engaged real estate experts and attorneys
- Discussed potential property purchase and funding sources (Feb. 13 and March 20 meetings)
- In July, bought out the ground lease, purchased the land for $53.5 million,
  - Relieved MVWSD of any ground lease payments (past or future)
  - Land purchase was the first step in having autonomy over our staff housing
  - Eliminates the $1.9 million annual escalating costs

Responding to Challenge: Number of Units

- Partnering with the Foothill DeAnza (FHDA) Community College District
- MVWSD will sell 50 units for staff rental to FHDA for $54.45 million
- Proceeds fully pay for $53.5 million land purchase
  - Returns the district's expenditure of Facilities and Capital Outlay funds, and Measure T funds

Responding to Challenge: Number of Units

- Right-sizes the number of MVWSD units to better align with staff size and need
  - 124 to 74
- Reduces staff housing operating costs
- Completely funds the land purchase
- Creates pathway for lower monthly rents
- Increases employees' access to this supportive community
- Delivers on a creative, mission-aligned solution to stabilize staff housing in perpetuity

Responding to Challenge: Number of Units

- Safeguards the district's financial future
- MVWSD carries all of the financial risk for this ambitious project
- Critical that we acted to convert it to a paid-for asset
- Protects our general fund and student programs

Why an FHDA partnership?

- Serves the same taxpayers
- Part of the K-14 education continuum in our community
- Waterfall remains for other educational institutions
- Creates pathway for lower rents

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).
- Established a dedicated nonprofit entity, the MVW Residences Corporation
  - separate and dedicated Board for oversight
  - allows MVWSD Board and leadership to stay focused on its core mission— educating students

Moving forward

- MVW at the Sevens now even better positioned to provide educator and school staff housing at low rents in order to attract and retain highly-qualified staff
- Increased the long-term viability of the project

Success criteria

✅ Fill available housing units

✅ Housing project becomes self-sufficient

✅ Board meeting time spent on student learning matters

Mountain View Whisman School District

Agenda Item for Board Meeting of 8/25/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:
September 4, 2025
September 18, 2025
October 2, 2025
October 16, 2025

Background:

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: Contracts

Agenda Item Title: (Action) Ratification of Contracts

Estimated Time:

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

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

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

The Business Office conducts a review of contracts to ensure compliance with terms and conditions. However, the responsibility for evaluating the quality and delivery of services outlined in the contract rests with the staff members who negotiate the agreements.
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Department	Vendor	Description	Cost
Ed. Services- SPED	The Dooley Corporation	Will provide IEP behavior goals for students, support treatment plans, and work with teachers to provide instructional and behavioral support.	NTE $ 141,081.09
Ed. Services- SPED	Sunnyvale School District MOU	Memorandum of Understanding between Mountain View Whisman School District and Sunnyvale School District for Student IEP placement during the 2025–2026 School Year.	N/A
	Santa Clara County Office of	Will provide parent engagement	

Ed. Services- FSSP	Education	workshops.	$2,488.28
Ed. Services- FSSP	Brainpop	Will provide licenses to support reading for the students at the after-school Expanded Learning Program.	$37,423
Business- Child Nutrition	Harris School Solutions	Will provide an additional 1500 online EZMeal Apps for the Free/Reduce Lunch Program.	$975.00
Ed. Services- FSSP	Mentor Tutor Connection	Will provide volunteer tutors to provide tutoring services for K-8 grade students.	$10,000 (donation)

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
BrainPOP	Backup Material	8/27/2025
Harris School Solutions	Backup Material	8/28/2025
Mentor Tutor Connection	Backup Material	8/28/2025
Santa Clara County of Education	Backup Material	8/27/2025
Sunnyvale School District MOU	Backup Material	8/27/2025
The Dooley Corporation	Backup Material	8/25/2025

Quotation

BrainPOP

Quote #: Q-25904-3
Created Date: 2025-08-21
Account Name: Mountain View Whisman

Issued by: Amy Leggat
Email: amyl@brainpop.com
Phone: (832) 735-3893

Bill to Name: Mountain View Whisman
Bill To: 1400 Moncito Ave
Mountain View, CA 94043
USA

Notes:
10% multi-site discount applied to 9 schools

Name	Quantity	Notes	Description	Unit Price	DISC (%)	Total
BrainPOP Elementary School plus ELL Bundle	1	Edith Landels Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 2,799.20	55.11	USD 2,799.20
BrainPOP Elementary School plus ELL Bundle	1	Benjamin Bubb Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP Elementary School plus ELL Bundle	1	Mariano Castro Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50

Name	Quantity	Notes	Description	Unit Price	DISC (%)	Total
BrainPOP Elementary School plus ELL Bundle	1	Jose Antonio Vargas Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP Elementary School plus ELL Bundle	1	Gabriela Mistral Elementary	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP Elementary School plus ELL Bundle	1	Monta Loma Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP Elementary School plus ELL Bundle	1	Stevenson Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP Elementary School plus ELL Bundle	1	Theuerkauf Elementary School	School-wide access to BrainPOP 3-8, Jr., Español & Français to build background knowledge and vocabulary that supports grade-level curriculum. Also includes BrainPOP ELL for targeted skill practice in all four language modalities. Teachers receive access to on-demand courses to support impactful usage for each product. Please Note: The Elementary School Bundle was previously called BrainPOP Combo.	USD 4,522.50	55.11	USD 4,522.50
BrainPOP ELL School Subscription	1	Imai School	School-wide access to BrainPOP ELL provides scaffolded lessons to strengthen language skills across writing, speaking, listening, and reading.	USD 0.00	100.00	USD 0.00

Name	Quantity	Notes	Description	Unit Price	DISC (%)	Total
BrainPOP Elementary School Bundle	1	Imai School	School-wide subscription to BrainPOP Jr., BrainPOP 3-8, BrainPOP Español, and BrainPOP Français with access to over 1,200 topics to ensure every student can confidently access grade-level curriculum with background knowledge. Teachers will have access to an on-demand professional learning course to support an effective implementation.	USD 2,966.30	52.10	USD 2,966.30
					Total:	USD 37,423.00

Subtotal: USD 84,060.16
Discount: 55.5 %

Grand Total: USD 37,423.00

According to our records, these are the contacts associated with your account. If any information is missing or incorrect. please update accordingly.

Role	Name	Email
Billing Contact		
Subscription Administrator	Tara Vikjord	tvikjord@mvwsd.org
Technical/SSO Contact		
Professional Development		

Provisions

Access Recipient	Product Name	Access Start Date	Access End Date
Edith Landels Elementary School	BrainPOP Español and BrainPOP Français School Subscription	12/26/2025	8/7/2026
Benjamin Bubb Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Benjamin Bubb Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Benjamin Bubb Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Edith Landels Elementary School	BrainPOP Jr. (K-3) School Subscription	12/26/2025	8/7/2026
Edith Landels Elementary School	BrainPOP ELL School Subscription	12/26/2025	8/7/2026
Edith Landels Elementary School	BrainPOP (3-8) School Subscription	12/26/2025	8/7/2026
Benjamin Bubb Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026
Monta Loma Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026

Access Recipient	Product Name	Access Start Date	Access End Date
Gabriela Mistral Elementary	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Stevenson Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Theuerkauf Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Jose Antonio Vargas Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Gabriela Mistral Elementary	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026
Theuerkauf Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026
Gabriela Mistral Elementary	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Mariano Castro Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026
Mariano Castro Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Theuerkauf Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Jose Antonio Vargas Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Mariano Castro Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Gabriela Mistral Elementary	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Mariano Castro Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Theuerkauf Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Stevenson Elementary School	BrainPOP Jr. (K-3) School Subscription	8/8/2025	8/7/2026
Stevenson Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026
Stevenson Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Monta Loma Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Monta Loma Elementary School	BrainPOP ELL School Subscription	8/8/2025	8/7/2026
Monta Loma Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026

Access Recipient	Product Name	Access Start Date	Access End Date
Jose Antonio Vargas Elementary School	BrainPOP (3-8) School Subscription	8/8/2025	8/7/2026
Jose Antonio Vargas Elementary School	BrainPOP Español and BrainPOP Français School Subscription	8/8/2025	8/7/2026

Authorized Signature: _____ **Date:** ____/____/____

Name: _____ **Title:** _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days.All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629 Please make all checks payable to "BrainPOP". Email: purchaseorders@brainpop.com

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: BrainPop

***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** Justification for choosing BrainPop is attached

- ☐ ____ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☑ 1 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:	Tara Watan	Signature:	
Date:	Aug. 22, 20 25	Date:	8/25, 20 25
Print Name:	Tara Watan	Print Name:	Cathy Baur
Print Title:	Director of Early Literacy and After School Pgms	Print Title:	Associate Superintendent

Text

Checklist not required for school sites

ELOP Funds - BrainPop Access for 9 elementary schools: $37,423.00

Justification for Purchase of BrainPop Licenses – ELOP

Staff is continuously looking for ways to improve our Expanded Learning Programs. An area of need for many students participating in MVWSD+ is building background knowledge. This is a foundational piece of our efforts to improve literacy via the Science of Reading and our adopted elementary ELA curriculum, Amplify Core Knowledge.

BrainPop, a producer of popular background knowledge animated videos for children, is a well-known entity in the ed tech space and has already begun to organize their existing products to align with the pacing guide of popular curricula, including Amplify. The product will be used in after school programs to preview subjects and topics for students, building their background knowledge to supplement and support the school-day ELA lessons.

Mountain View Whisman School District

Leticia Corcoran <lcorcoran@mvwsd.org>

BrainPop Licenses

2 messages

Leticia Corcoran <lcorcoran@mvwsd.org> Wed, Aug 20, 2025 at 2:37 PM
To: Jon Aker <jaker@mvwsd.org>
Cc: Veronica Del Rio <vdelrio@mvwsd.org>

Hi Jon,

We intend to purchase BrainPop licenses for students to access during their after-school programs. Is there anything in their Terms of Use or Privacy Policy that would prevent us from moving forward with this program?

Thank you!

--
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 prohibited and may violate applicable laws including the Electronic Communications Privacy Act, the California Evidence Code, and the Federal Rules of Evidence. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Jon Aker <jaker@mvwsd.org> Wed, Aug 20, 2025 at 3:43 PM
To: Leticia Corcoran <lcorcoran@mvwsd.org>
Cc: Veronica Del Rio <vdelrio@mvwsd.org>

No, we already have, I believe, 4 schools using BrainPOP.

Jon Aker
Director
Technology Services
Mountain View Whisman School District
www.mvwsd.org

Our service request and resources portal is available at https://mvwsd.service-now.com

[Quoted text hidden]

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.

☐ **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:	August 28, 2025	Date:	August 28, 2025
Print Name:	Sophia Zalot	Print Name:	Dr. Rebecca Westover
Print Title:	Temp Dir CN	Print Title:	Chief Business Officer

Checklist not required for school sites

HARRIS
School Solutions | SNS

Corporate Address:
Harris School Solutions
2429 Military Road
Suite 300
Niagara Falls, NY 14304

Quote ID: MOU908_08142025
Quote Date: 8/14/2025
Valid Through: 9/13/2025
GPID: MOU908

Prepared By: Jamie Brummer
Email: jbrummer@harriscomputer.com
Phone: 916-957-5432

Contact Name: Sandra Bilyeu

Bill To:
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

Ship To:
Mountain View Whisman School District
1400 Montecito Ave
Mountain View, CA 94043

Place an "X" next to the appropriate selection:

Selection ("X")	Code	Description	Notes	Unit Price
	PLOA002	200 EZMealApp Applications	* To add 200 add'l EZMealApp applications	$300.00
	PLOA005	500 EZMealApp Applications	* To add 500 add'l EZMealApp applications	$500.00
	PLOA010	1000 EZMealApp Applications	* To add 1000 add'l EZMealApp applications	$750.00
X	PLOA015	1500 EZMealApp Applications	* To add 1500 add'l EZMealApp applications	$975.00
	PLOA025	2500 EZMealApp Applications	* To add 2500 add'l EZMealApp applications	$1,500.00
	PLOA030	3000 EZMealApp Applications	* To add 3000 add'l EZMealApp applications	$1,650.00
	PLOA050	5000 EZMealApp Applications	* To add 5000 add'l EZMealApp applications	$2,500.00
	PLOA080	8000 EZMealApp Applications	* To add 8000 add'l EZMealApp applications	$3,120.00
	PLOA100	10000 EZMealApp Applications	* To add 10000 add'l EZMealApp applications	$3,400.00
	PLOA150	15000 EZMealApp Applications	* To add 15000 add'l EZMealApp applications	$4,950.00
	PLOA200	20000 EZMealApp Applications	* To add 20000 add'l EZMealApp applications	$5,800.00
	PLOA300	30000 EZMealApp Applications	* To add 30000 add'l EZMealApp applications	$6,300.00
	PLOA500	50000 EZMealApp Applications	* To add 50000 add'l EZMealApp applications	$7,000.00

eTrition
Lunch lines move faster with Harris!
EZMealApp.com
EZSchoolPay.com
EZBusPass.com

HARRIS
School Solutions | SNS

Notes:

1. Annual Maintenance is due in Year 1 and each year thereafter. Annual maintenance fees are subject to annual increase.
2. Travel expenses are estimates and will be based on actual travel required.
3. Services are estimates – if additional time is needed it will be invoiced in 30-minute increments at the hourly rate.
4. Please note shipping charges are NOT included on this quote. These charges can be estimated, if requested, but will not appear on the quote, and may vary from the final charges. Some of the factors that cause estimates to vary include the destination of the shipment, the warehouse locations, the package value, multiple and/or oversized packages as well as insurance. Please feel free to request an estimate if they are needed for your Purchase Order. We are always happy to help and strive to keep shipping costs as minimal as possible. Actual shipping charges will be calculated and added when your order is invoiced.

Payment Terms:

Annual Maintenance, Licenses, and Professional Services will be invoiced, in full, upon signing and due within thirty (30) days from invoice date.

Name: _____ Signature: _____

Title: _____ Date: _____

Harris School Solutions ... Experience ... Expertise ... Solutions

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Lunch lines move faster with Harris!

EZMealApp.com

EZSchoolPay.com

EZBusPass.com

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Mentor Tutor Connection

***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:	8/22, 20 25	Date:	8/27, 20 25
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

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 Mentor Tutor Connection (**"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:

Mentor Tutor Connection (MTC) will recruit, train, and support volunteers who provide tutoring services for K-8 grade students in MVWSD. Students are referred to MTC by school staff and MTC matches tutors with students who will most benefit from individualized support. We will serve 75-100 students on a weekly basis.

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: $10,000 donation requested

3. Contract Dates "Agreement Time"

Services Start Date: Sept 5, 2025 Services End Date: June 5, 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:**	Mentor Tutor Connection
1400 Montecito Ave.	**Street**	PO Box 391268
Mountain View, CA 94043	**City, Sate, Zip**	Mountain View, CA 94039
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: ZP

(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:** ZP

(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: JP

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

4. **Standard of Care**.

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

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

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

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

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

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

7. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Infectious Disease Requirements

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

Contractor's Initials Here: JP

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☐ Limited Liability Company ☑ Other: Non Profit 501 (c)(3)

Employer Identification and/or SSN#: Tax ID: 27-3054503

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:** Mentor Tutor Connection
Dated: 8/22, 20 25	Dated: August 18, 20 25
Signature:	Signature: Lisa Peckler
Print Name: Geoff Chang	Print Name: Lisa Peckler
Print Title: Director of Federal, State and Strategic Pgms	Print Title: Executive 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

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Whisman School District / Graham Middle 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 School District/ Graham Middle 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 responsibilities and commitments of each Party regarding the participation in providing the Parent Engagement workshops series in an in-person format for the academic school year 2025-2026.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

Through these offerings, we will provide services directly to parents in support of student achievement and social emotional learning.

3. Responsibilities

3.1. The Agency Responsibilities:

The Agency will promote the workshop to parents in their school and secure parent registrations for the workshop series.

3.2. The SCCOE Responsibilities:

SCCOE will provide four (4) Active Parenting workshops for Secondary with integrated SEL supports for parents.

3.3. Delivery of Services and Use of Resources:

a. SCCOE will provide 10 copies total of the Active Parenting book in English to the Agency for dissemination to parents. The Agency will have the option to purchase more books at $50.00 per extra copy.

b. The Agency will decide on the manner to disseminate books.

c. SCCOE will provide one (1) Family and Community Engagement Coordinator to facilitate the training in English.

d. Trainings will be held in person at Graham Middle School, 1175 Castro St., Mountain View, CA 94040.

e. Training is limited to 100 participants.

f. The training will take place on the dates and times as stated:

a. Active Parenting Tuesdays, September 30, October 7, 14 and 21, 2025, from 6:00pm – 7:30pm

4. Duration of Agreement

This Agreement begins on September 9, 2025, and ends on December 31, 2025.

5. Articulation of Monies/Compensation

The Agency will pay the Santa Clara County Office of Education (SCCOE) $622.07 for each of the four sessions for a total of $2,488.28. This amount includes pre-meeting and debriefs with agency, travel, and basic supplies. Supplies in excess of "basic" will be agreed upon by the agency and the SCCOE and paid by the agency. Planning time has been added. The Agency will pay the Santa Clara County Office of Education (SCCOE) $2488.28 within 30 days of receipt of the invoice.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon two (2) weeks advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Pilar Vazquez-Vialva, Ed.D.

Title: Director IV, Youth Health and Wellness

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 669-212-8672

Email: pvazquezvialva@sccoe.org

Mountain View Whisman School District / Graham Middle School:

By: _____
Signature of Authorized Agency Official

Name: Cathy Baur

Title: Associate Superintendent

Date: _____

Address: 1400 Montecito Ave
Mountain View, CA 94043

Phone: 650-526-1126

Email: cbaur@mvwsd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____ Signature: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: Santa Clara County Office of Education

***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:	8/22, 2025	Date:	8/26, 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

SLS - Graham Middle School: $2488.28

MEMORANDUM OF UNDERSTANDING

Between

Sunnyvale **SCHOOL DISTRICT AND** Mountain View Whisman **SCHOOL DISTRICT**

Regarding

MUTUAL ACCESS TO SPECIAL EDUCATION PROGRAMS (IEP TEAM REFERRALS)

This Memorandum of Understanding (MOU) is made and entered into between the Sunnyvale School District and the Mountain View Whisman School District.

The purpose of this MOU is to ensure that when necessary, students in one District have access to special education programs operated by the other District when an appropriate program is not available in the student's district of residence. Placements under this MOU shall not be deemed an interdistrict transfer, as the student is remains as a resident of the Sunnyvale School District.

For purposes of this MOU, the following definitions apply:

District of Residence (DOR): the District in which the student resides, and the District which is seeking access to the other District's special education program.

District of Service (DOS): the District which agrees to serve the student who is a resident of the other District.

DOR GENERAL RESPONSIBILITIES

1. Following agreement by the DOS to accept a DOR student, the DOR shall appropriately document the placement in an IEP.
2. The DOR shall provide to DOS any and all relevant educational records of the Student being placed in the DOS program.
3. Unless agreed to otherwise, DOR assumes all responsibility for implementing all components of the student's IEP, including transportation as a related service.
4. Unless otherwise agreed, DOR shall provide transportation services if required by student's IEP.
5. Unless otherwise agreed, the DOR will conduct all required/agreed upon assessments of the student. Should the student request an independent educational evaluation (IEE), the DOR will be responsible for processing the IEE request, including initiating litigation, if required, unless otherwise agreed.
6. A representative from the DOR, who has the authority to make decisions and commit resources, will have the opportunity to attend all IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
7. The DOR will be billed for the actual cost of student the DOS's program using the formula

and tables provided by the Northwest Santa Clara County SELPAs as part of the intra/inter-SELPA transfer process. An Individual Service Agreement for each student may be required.

8. Unless otherwise agreed, the DOR shall provide all necessary equipment and materials specified in the student's IEP, including low Incidence materials and equipment.
9. The parties agree to abide by stay put obligations, including any stay put order issued by the Office of Administrative Hearings or other competent court. The DOR will continue to fund the placement during the term of any stay put order.

DOS RESPONSIBILITIES

1. The DOS shall provide the student and DOR with all required progress reports at the same time and at the same frequency as those reports are provided to parents.
2. DOS assumes responsibility for attendance reporting and for counting the student in CALPADS.
3. DOS shall appropriately convene all IEP meetings in coordination with the DOR. DOS shall provide copies of all IEP and related documents to the DOR.
4. Unless otherwise agreed, no program or placement change will be made by the DOS without a proper IEP review, including attendance of the DOR.
5. The DOS shall provide as much notice as possible to the DOR if it is believed that DOS no longer can offer an appropriate program and/or placement. In such a case, the administrator responsible for special education from the DOR will be contacted by the DOS to develop a plan of action. If an IEP meeting is required, the DOS and DOR will coordinate an IEP team meeting to discuss and determine appropriate special education and related services.

DOR IEP AND PLACEMENT PROCEDURES

Prior to Initial Placement:

1. Conduct all necessary assessments and provide recent present levels of academic and functional performance to determine student needs.
2. Convene an IEP meeting to discuss/identify potential LEA/SELPA programs.
3. Document the need for services to be provided outside the DOR.
4. Determine the availability and appropriateness of programs in the DOR by contacting the special education administrator. DOR may not make an IEP offer located in the DOS without first obtaining written consent from the DOR special education administrator.
5. Coordinate observations and IEP meetings with DOS.
6. Arrange for and provide/fund transportation for the student to attend DOS program.

Subsequent to Placement:

7. Attend all IEP meetings, determine who assess the student and make all educational decisions as required by law (e.g. offering a free appropriate public education (FAPE)). Participate in transition planning for possible return to the DOR. As referenced above, the DOR remains the student's district of residence and thus will serve as the responsible

LEA at all IEP meetings (unless delegated by agreement between the parties).

8. In accordance with the fiscal agreements in this MOU and Northwest Santa Clara County SELPAs, the DOR shall reimburse DOS for all services provided to the student.
9. As necessary, provide all low incidence materials and equipment consistent with the student's IEP.

DOS IEP AND PLACEMENT PROCEDURES

Prior to Initial Placement:

1. Consult with the DOR about the availability and appropriateness of the program.
2. Confirm placement by entering into an MOU outlining responsibilities of the parties.

Subsequent to Placement:

3. Provide all services identified in the student's IEP. In the event the DOS is unable to implement any or all portions of the student's IEP, and/or believes that the student cannot be provided a FAPE in its program, the DOS shall immediately notify the DOR in writing,
4. Complete all IEP paperwork and assess for triennial IEP at the request of DOR.
5. Attend all IEP meetings in cooperation with the DOR personnel.
6. Help complete all necessary IEP documents in cooperation with the DOR.
7. Contact the DOR and offer to complete the necessary assessments prior to the DOR conducting new assessments.

DISCIPLINE, SUSPENSION, EXPULSION AND TRUANCY

A. The DOS shall notify the DOR if the student moves or is suspended for a total of five days in one school year.

B. The DOS will notify the DOR if the student is absent for total of ten days during a three-month period of time. The DOS supported by DOR will be responsible for pursuing issues of truancy.

C. The DOS, supported by the DOR, will be responsible for all daily discipline actions and suspensions. With regard to expulsions, if the DOS recommends expulsion, the DOR will conduct the expulsion proceedings, with the full support of the DOS including witnesses/evidence for required proceedings. Consistent communication between parties will be essential.

HEARINGS, CDE COMPLAINTS, UNIFORM COMPLAINTS, OFFICE FOR CIVIL RIGHTS COMPLAINTS

A. When one LEA becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the other LEA. The parties will work together in good faith to determine at the outset the party primarily responsible for the due process/CDE complaint, as discussed further in Section B, below.

B. The responsibility for due process hearings and CDE complaints will be primarily assumed by the party whose actions form the basis of the particular complaint unless specifically modified by particular terms of this Agreement. For example: (1) a claim for failure to implement an IEP is DOS primary; (2) a claim that an IEP requires additional services to provide a FAPE is DOR primary; (3) a claim for a procedural violation that denies FAPE can be DOS and/or DOR primary depending upon the violation; (4) a claim for an assessment failure is DOR unless otherwise agreed by the parties; (5) a claim for an IEE would be DOR unless otherwise agreed by the parties. Some cases may present mixed issues of primary liability. In such a case, the parties will allocate primary responsibility accordingly. If legal representation is required, the primarily responsible agency will be responsible to retain and fund the representation. If legal representation is required in a case of mixed responsibility, the parties may mutually agree upon joint representation, or may each retain and fund its own representation. In the case that the parties cannot agree upon primary responsibility, the case will be treated as one of mixed responsibility. The primarily responsible party shall assume primary liability for the outcome of any hearing and/or complaint as identified in the written outcome. However, comparative fault may be calculated for a fair share depending on outcome/circumstances.

C. Uniform Complaints will be addressed to the LEA to which the complaint applies. When one LEA becomes aware of the filing of a Uniform complaint, it shall immediately notify the Special Education Administrator in the other LEA.

D. Responsibility for complaints filed with the United States Department of Education Office for Civil Rights, or litigation filed in federal or state court will be primarily assumed by the party whose actions form the basis of the particular complaint. The parties shall collaborate depending upon the nature of each case.

E. Notwithstanding the above, each Party shall fully cooperate with the other in defending against any claims/complaints by, for example, making its records available and its employees reasonably available for testimony in cases involving the other party

NEGLIGENT, WILLFUL ACTS OR OMMISSIONS INDEMNIFICATION

A. DOS shall indemnify and hold DOR and its Board Members, administrators, employees, agents, attorneys, volunteers and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of this agreement or its performance, to the extent that such loss, expense, damage of liability was proximately caused by the negligent or willful act or omission of DOS, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

B. DOR shall indemnify and hold DOS and its Board Members, administrators, employees, agents attorneys, volunteers and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of

this agreement or its performance, to the extent that such loss, expense, damage of liability was proximately caused by the negligent or willful act or omission of DOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

C. In case of comparative fault, where the DOS and DOR are each adjudged partially negligent; the party's indemnification obligations shall be co-extensive with the percentage apportionment or fault.

TERM

A. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.

B. This Agreement shall be in effect until revised by mutual consent of all Parties. Agreements terminate at the end of each extended school year. However, agreements will be considered renewed for the subsequent school year unless either party gives notice of termination at least 30 days prior to the end of the regular school year.

C. This Agreement may be terminated for good cause at any time by either party, or by mutual agreement, or by provision of written notification through the U.S. Mail at least thirty (30) days prior to the date of the end of the school year as stated in Section IX(B). Termination is subject to stay put rights, as discussed above.

D. This Agreement shall be effective on the date of signature by all Parties.

DISPUTES INVOLVING DISTRICTS

A. If a dispute should arise between the two districts concerning the proposed placement, services to be provided, costs and/or program exit, the districts agree to attempt to resolve the problem(s) through, first, a direct meeting of the special education directors and then, if not resolve, a meeting between the superintendent/designee. The superintendents may request the SELPA director to facilitate this resolution process.

B. If a dispute cannot be resolved after a meeting of the superintendent/designee, the DOR or DOS may remove the student(s) from the receiving district subject to legal obligations, if any arising outside of this Agreement, after a 30 day written notice has been delivered to the DOR/DOS by the DOS/DOR. Under these circumstances the specific Agreement relating to the student(s) will be void; however, the General Agreement between the districts will remain in place. Any agreed upon costs for the student(s) removed by the district of residence will be prorated for the student(s) based on the number of days of enrollment.

MISCELLANEOUS

A. Each Party agrees to cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

B. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

C. Any change, modification, or addition to this Agreement must be in writing and signed by all Parties.

D. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement and its attachments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

E. This Agreement may be signed in counterparts and a facsimile signature acts as an original.

Name	Name
Linda Van Mouwerik Director of S|	
Title	Title
Sunnyvale School District	Mountain View Whisman
School District	School District
08/07/25	
Date Signed	Date Signed

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

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

Vendor Name: The Dooley 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**

- ☐ **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 14, 2025	Date:	August 15, 2025
Print Name:	Frank Selvaggio	Print Name:	Cathy Baur
Print Title:	Special Education Director	Print Title:	Associate 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

August 15, 2025

Explanation:

The student in question has a history of dangerous behavior that led to recommendation for an Interim Alternative Education Placement. Following a due process complaint a mediated agreement was reached that he would no longer attend the existing middle school and move to our other one. In order to ensure safety of the school community and to provide additional support to the student a decision was made to use the Dooley Corporation after consultation with Superintendent Jeffrey Baier and Associate Superintendent Cathy Baur. The Dooley Corporation is designed to provide support in this area and there is no other agency that fits such a description.

Frank Selvaggio

Special Education Director

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 The Dooley 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:

The Dooley Corporation will implement IEP behavior goals for the student, support treatment plans, and work with teachers to provide instructional and behavioral support.

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 $ 125 Total not to exceed $ 141,081.09

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

3. Contract Dates "Agreement Time"

Services Start Date: August 18, 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:**	The Dooley Corporation
1400 Montecito Ave.	**Street**	570 El Camino Real 150-112
Mountain View, CA 94043	**City, Sate, Zip**	Redwood City, CA 94063
Attn: Chief Business Officer	**Attn:**	David Dooley

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: 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:** 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: 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: 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#: 82-1033540

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: The Dooley Corportion
Dated: August 14, 2025	Dated: August 8, 2025
Signature:	Signature: David Dooley
Print Name: Frank Selvaggio	Print Name: David Dooley
Print Title: Special Education Director	Print Title: CEO

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

Dooley Corporation NPA

The Dooley Corporation

NPA #9902127

570 El Camino Real #150-112
Redwood City, CA 94063
667-213-9792

Name
David Dooley
Dooley Corp

Services:

SPED-

SPED) School Based Engagement Services: 125.00

SPED) Wrap Services: 125.00

SPED) Behavior Intervention: 125.00

The Dooley Corporation — Wraparound Services for Unhoused Students

Supporting Districts to Serve Unhoused Youth through Comprehensive, Holistic Services

Special Education Wrap Services for Unhoused Students

Overview:
Specialized, legally compliant services designed to meet the needs of unhoused students with IEPs (Individualized Education Plans) and 504 Plans, ensuring they receive equitable access to education despite housing instability.

Key Components:

1. **Comprehensive Case Management & Compliance**
    - **Regular review and updating of IEPs to ensure relevance to housing status.**
    - **Coordination with district Special Education teams to maintain compliance with IDEA and McKinney-Vento laws.**
    - **Monitoring academic progress and behavioral interventions aligned with IEP/504 goals.**
2. **Specialized Academic Support**
    - **Direct instruction and intervention in core academic areas (reading, math, writing).**
    - **Access to qualified special education teachers and paraprofessionals.**
    - **Differentiated instruction using trauma-informed, flexible approaches.**
3. **Therapeutic & Behavioral Health Services**
    - **School-based or community-linked mental health counseling.**
    - **Behavioral intervention plans (BIPs) development and implementation.**
    - **Functional Behavioral Assessments (FBAs) by licensed staff.**
4. **Related Services (as per IEP/504)**

- **Speech-language therapy, occupational therapy, and physical therapy coordination.**
- **Assistive technology evaluation and training.**
- **Transportation solutions aligned with IEP/504 mandates.**

5. **Parent/Guardian Engagement & Advocacy**
    - **Advocacy for parental rights under IDEA and McKinney-Vento.**
    - **Flexible IEP meetings (virtual/in-person) to accommodate family needs.**
    - **Training for parents/guardians on navigating special education for unhoused students.**
6. **Crisis Response and Stabilization Support**
    - **Emergency academic and emotional interventions following housing disruptions.**
    - **Coordination with shelters and housing agencies for continuity of services.**

II. General Education Wrap Services for Unhoused Students

Overview:
Holistic services aimed at addressing the academic, social-emotional, and basic needs of unhoused students without formal IEP/504 identification but who require stabilization and support to access education.

Key Components:

1. **Academic Stability and Intervention**
    - **One-on-one and small group academic interventions (literacy, numeracy).**
    - **Tutoring and homework assistance, including virtual options for students in temporary housing.**
    - **Credit recovery and graduation planning for secondary students.**
2. **Social-Emotional and Behavioral Supports**
    - **Trauma-informed counseling and mentoring services.**
    - **School social work supports addressing attendance, behavior, and engagement issues.**
    - **Restorative practices and conflict resolution support.**
3. **Basic Needs and Resource Navigation**
    - **Immediate provision of school supplies, hygiene kits, uniforms, and transportation.**
    - **Referrals to community housing, food, and health services.**
    - **Assistance with documentation (e.g., residency affidavits, enrollment paperwork).**
4. **McKinney-Vento Compliance & Advocacy**

    - **Enrollment support ensuring immediate school access.**
    - **Training and technical assistance for district staff on McKinney-Vento rights.**
    - **Designated liaison services to maintain continuity in education as students move between shelters, hotels, and homes.**
5. **Family Engagement and Stabilization**
    - **Home visits and shelter coordination to ensure educational consistency.**
    - **Parent workshops on educational rights and navigating the system.**
    - **Mediation between families and schools to resolve barriers to participation.**
6. **Academic Enrichment and Extracurricular Access**
    - **After-school and summer programs ensuring unhoused students remain engaged.**
    - **Access to extracurricular activities, clubs, and sports through coordinated transportation and support.**
    - **Field trips and cultural experiences designed to provide equitable experiences.**

III. Staffing and Service Delivery Model

- **Highly Qualified Team including:**
    - **Licensed Special Education Teachers & Related Service Providers.**
    - **School Social Workers and Counselors.**
    - **McKinney-Vento and Homeless Liaison Experts.**
    - **Family and Community Engagement Coordinators.**
    - **Behavioral Specialists and Trauma-Informed Practitioners.**
- **Flexible Delivery Options:**
    - **In-person, hybrid, and fully virtual service models.**
    - **On-site at schools, shelters, and community centers.**
    - **After-hours and weekend availability for family engagement.**
- **Data and Progress Monitoring:**
    - **Regular reports to districts on service delivery, academic progress, attendance, and engagement.**
    - **Integrated communication platforms for real-time collaboration with district staff.**

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Award of Contract – School Related Activities Trips Transportation Services

Estimated Time:

Person Responsible:
Dalewyn Spinks, Director of Maintenance, Operations, and Transportation
Rebecca Westover, Ed.D., Chief Business Officer

Background:
The Mountain View Whisman School District (MVWSD) issued Invitation to Bid (ITB) No. 2025-07-11 for School-Related Activities Trips Transportation Services. The purpose was to secure qualified transportation providers to support extracurricular activities, including field trips and athletic events, ensuring reliable, safe, and cost-effective transportation.

Bids were evaluated in accordance with the criteria outlined in Addendum No. 2 to the ITB: Price (50%), Compliance to Specifications (15%), Qualifications (25%), and References (10%). This balanced evaluation ensured that cost was a primary factor while also considering the bidder's ability to meet MVWSD's operational and safety requirements.

While the Service Agreement terms are still being negotiated, based on the submitted bids and evaluation scoring, the following rankings were determined:

Vendor	Total Extended Cost (50)	Specifications (15)	Qualifications (25)	References (10)	Total Score (100)
Durham	50	10	20	10	90
Zum	40	12	25	10	88
Avalon	38	15	22	10	85
Busloop	45	10	15	5	75

Recommended Contracts Awards:
Based on the evaluation, it is recommended that the Board of Trustees approve the top three vendors rankings for School-Related Activities Trips Transportation Services, with contracts to be awarded to qualified vendors in the order of ranking as service needs arise:

Durham – First priority vendor.
Zum – Second priority vendor.
Avalon – Third priority vendor.

Fiscal Implication:
Cost will vary based on price list and utilization.

Recommended Action:

It is recommended that the Board of Trustees approve the contracts for Avalon Transportation LLC, Durham School Services, L.P., and Zum Services Inc., as presented.

ATTACHMENTS:

Description	Type	Upload Date
Avalon Transportation LLC	Backup Material	8/28/2025
Durham School Services, L.P.	Backup Material	8/28/2025
Zum Services, Inc.	Backup Material	8/28/2025

TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
Avalon Transportation LLC

THIS TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT ("Agreement" or "Contract") is made and entered into this _____ day of _____, 202_ ("Effective Date"), by and between the Mountain View Whisman School District (the "District" or "Owner") and Avalon Transportation LLC ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" or referred to collectively as the "Parties."

WHEREAS, the District desires to obtain and the Contractor agrees to provide certain transportation services commencing on or around _____ for the 2025-2026 school year on an as needed basis as set forth herein ("**Services**"), subject to annual four (4) annual renewal options at the District's discretion, by entering into this Contract pursuant to the terms of California Education Code section 39800 et seq., and all other applicable laws; and

WHEREAS, the Contractor agrees to perform the Services described in this Contract in accordance with the standards of its profession, to District's satisfaction pursuant to the terms herein.

NOW, THEREFORE, the Parties agree as follows:

1. TERMS AND CONDITIONS

Contractor shall provide the Services hereunder pursuant to the Contract and the supplemental terms and conditions set forth in **Exhibits "B" and "C"** hereto.

The term "Contract Documents" as used in this Contract shall include: (1) this Contract; (2) Contractor's Bid Form; (3) Exhibit A; (4) Exhibit B; (5) Exhibit C; (6) Drug-Free Workplace Certification; (7) Fingerprinting/Criminal Background Check Certification; (8) Worker's Compensation Certification; (9) Russian Sanctions Certification; and (10) Iran Contracting Act Certification.

2. SCOPE OF WORK

2.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide the District with Services for persons designated by the District as set forth in the bid forms to and from points as directed by District. Contractor shall maintain and operate all vehicles and equipment safely and in a good and competent manner in accordance with this contract and all applicable laws.

2.2. The District reserves the right to change and/or modify school hours, adjust school start and ending times, change any aspect of or delete established routes, and add new routes, change, increase, or decrease the number and type of vehicles required, change any school site to which services will be provided, and/or change the number of the students assigned to a vehicle or route, subject to the requirements in Section 6 et seq., "Field Trip Booking".

2.3. If the Contractor does not have the required vehicle(s) and/or trained personnel available or the District determines that the needs or preferences of the District and/or a certain student(s) requiring transportation services at the District's discretion will be provided by another company or entity, own expense and without any notice, obligation, or liability to Contractor, then District may retain another company or entity to provide transportation services for the District. Such

retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

2.4. Contractor acknowledges that it shall be providing Services to the District on as as-needed basis. District shall contact Contractor prior to the commencement of specific Services by the Contractor to determine whether Contractor has availability. The booking of as needed Services shall be performed consistent with Section 6 et seq., "Field Trip Booking", as it relates to the process for booking transportation services. Contractor acknowledges that by providing Services on an as-needed basis that it is not guaranteed Services or routes under this Contract up to and until a Trip is scheduled and confirmed. Any contractual provision referencing repeated or standard/daily routes shall not be applicable to Contractor unless said routes fall within the Services requested by District, at which time routes will be established by the Parties.

3. GENERAL CONTRACT TERMS

3.1. Contract Term and Renewals

The term of this Contract shall commence on _____through _____unless the Contract is terminated earlier pursuant to the terms herein ("Term"). Upon expiration, the District shall have the option, in its sole discretion, to renew and extend the term of this contract for four (4) additional terms of one year each school years, upon written notice from District at least sixty (60) days prior to the expiration of the preceding term, if at all ("Renewal Term"). Any Renewal Term shall be subject to the same terms and conditions set forth in this Contract.

3.2. Commencement of Services

Contractor shall commence services under this Contract no later than the **15 days** prior to the first day of school. Contractor is responsible for taking any preliminary steps with respect to employees or vehicles prior to the first day of school such that the Contractor can promptly providing transportation services to the District. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the District. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

4. COMPENSATION

To the extent applicable, District shall pay Contractor in accordance with the Route Schedule, the Rate Schedule attached hereto as **Exhibit A** and incorporated herein by reference, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Term. Time spent for transportation services under this Contract shall be calculated based on the service types stated in **Exhibit "A"** and in accordance with the following subsections.

[TO BE ADJUSTED BASED ON SERVICES PROVIDED BY CONTRACTOR]

4.1. **Small School Bus and Van Trips**. District shall pay Contractor the applicable rate for each trip that Contractor actually provides transportation services for.

4.2. **SPAB/Charter Trips**. District shall pay Contractor the agreed upon amount applicable for each trip the Contractor performs services.

4.3. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after any service and any such time shall not be included in the billed hours.

5. INVOICE AND RECORDS REQUIREMENTS

[SELECT "SMALL SCHOOL BUS/VAN" AND/OR "SPAB/CHARTER" BASED ON AWARDED SERVICES]

5.1. Small School Bus/Van

Contractor shall submit to District, on or before the 10th of each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five (5) business days of Contractor's receipt of District's notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District. Contractor shall submit invoices for payment to the District's Transportation Department, 1400 Montecito Ave., Mountain View, CA 94043. District shall pay undisputed amounts within thirty (30) days.

5.2. SPAB/Charter

Contractor will submit an invoice to the District net thirty (30) days after delivery of the Services. If submitting a paper invoice, the Contractor will provide two (2) copies of the invoice. In order to facilitate payment and provide key information for our records and reference, the Contractor must adhere to the following instructions. The invoice shall:

5.2.1. List the Pickup point(s) and destination(s)

5.2.2. Provide a description of the trip

5.2.3. Include total Live and Deadhead miles

5.2.4. List scheduled and actual pickup and drop times

5.2.5. Provide exact passenger count(s)

5.2.6. Include a fully completed SPAB Trip form for each vehicle. The SPAB form shall be one provided by the District

5.2.7. Reference the District Purchase Order number

5.2.8. List charges or credits associated with the Fuel Escalation clause, if applicable, as a separate line item

5.2.9. List separately any taxes payable, if applicable, by the District

5.2.10. List charges and fees, if applicable, as separate line items

5.3. Record Keeping

Contractor shall provide to District within five (5) business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following (to the extent applicable to the Services performed):

5.3.1. Weekly report on all late or missed trips, and stating the cause of the problem and corrective action(s) taken.

5.3.2. Accurate trip records identifying the trip, bus number, type of trip, number of students carried daily, time of trip and miles traveled.

5.3.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

5.3.4. District may carry out such monitoring, evaluation, and auditing of any records required by this Contract, as District may deem necessary after written notice to Contractor.

5.4. Use and Handling of Confidential Records and Information

To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this contract.

5.5. Required Document for Payment

At the same time that Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

6. OPERATION PROCEDURES

6.1. Manager and Supervisor Staff

Contractor shall provide, at a minimum, the following management and supervisory staff:

6.1.1. General Manager

To deal directly with District on all matters concerning the implementation and operation of this Contract.

6.1.2. Dispatcher

To be used for dispatching and controlling routes, trips and schedule implementation as agreed upon by the Parties (this may be a shared responsibility of the General Manager).

6.1.3. Driver Instructors and/or Safety Program Specialist

Contractors providing small school bus or SPAB/Charter services shall have staff be certified by the California Department of Education as certified instructors as required and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures. Contractors providing van services shall have Instructors and/or Safety Program Specialists, or equivalent, providing training to drivers on topics including, but not limited to, safe driving practices and techniques for working with students with special needs.

6.1.4. Fleet Maintenance Supervisor for Small School Bus & SPAB/Charter Busses

To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor providing small school bus or SPAB/Charter Bus services must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance on each vehicle, which records shall be available for District's inspection at all times.

6.2. Contact Person

A member of Manager or Supervisory staff shall be on duty a minimum of 30 minutes before the first driver comes on duty and remain on duty for a minimum of 60 minutes after the last driver goes off duty. Contractor shall provide to the Transportation Department an after-hours telephone number in case of problems or emergencies. This contact person shall have ready access to all drivers who provided service to the District during the day. For as needed services, the contact person shall be responsible for receiving Service requests from the District, and to corresponding with District regarding reservations.

6.3. Standby Personnel

Contractors shall employ additional drivers and support staff required to cover absence of drivers and staff throughout the contract term. The number of substitute employees shall be at Contractor's discretion to assure that all established routes are covered at all times by qualified and trained drivers.

6.4. Training and Evacuation Drills

Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. While vans are not required by law to perform evacuation drills, the driver shall be familiar with the student's needs and abilities. Van drivers shall discuss what would happen if they need to evacuate the vehicle and do a mock drill if it is safe to do so. As per California Education Code Section 39831.5, school bus contractors shall provide training to students at least once each school year instructions including, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held according to the schedule provided by the District with a District representative present. If such drills are already held by the District, no such drills are necessary.

6.5. Student Discipline on School Bus, Van, Car or Cab Vehicles

6.5.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

6.5.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

6.5.3. Contractor's drivers and employees are not authorized to remove students from any vehicles except at the student's stop, school of attendance or other location as designated by the District. Unless otherwise authorized, students shall be met by authorized school personnel or parent/guardian.

6.5.4. For transportation services, Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct or Incident Report to District site administrator to advise of behavior problems or other relevant issues. The District shall receive a scanned copy of each written conduct or concern report within 24 hours of the submission of the report to the contractor by the driver.

6.5.5. The driver is responsible for rider behavior and discipline in the vehicle as specified by law, policy, Behavior Support Plans, etc. No pupil will be suspended from a vehicle without approval of the District Transportation Representative and written notification of the principal of the school of attendance.

6.5.6. Contractor is responsible to inform students and parents of California laws regarding safety and behavior. The Contractor shall provide District-provided information to each family annually, including new students who are added to the route.

6.6. Field Trip Booking

The District Transportation Department is the exclusive booking agent for the District. All Trips must be authorized and booked by the Transportation Department. The Contractor shall not accept any bookings from anyone other than the District Transportation Department for any school or department that is a part of the District. The Contractor must make reasonable efforts to identify when an individual, travel agent or other party is representing a Mountain View Whisman School District school or department. The Contractor is required to direct the representatives to contact the Transportation Department for the actual booking. Failure to comply may result to cancellation of the Contract. The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged in writing by the Contractor within five (5) calendar days from the date of the order on the Contractor's standard confirmation form. The Contractor MUST provide the District Transportation Department with written confirmation of a booked trip within one (1) week from the date the trip was booked. The confirmation shall state, at a minimum:

6.6.1. Date of confirmation

6.6.2. Name of Transportation Department representative

6.6.3. Date(s) of trip

6.6.4. Pickup point(s)

6.6.5. Destination(s)

6.6.6. Number of passengers expected

6.6.7. Number of buses to be provided, with capacity for each

6.6.8. Estimate of cost for the trip

6.6.9. Include any expected charges or surcharges beyond the Contractor's usual rate.

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

6.7. Inter/Intrastate Travel

The District will contract with Contractors for transportation services for both intrastate and interstate travel. Interstate travel is limited to adjoining states only. The District understands that SPAB requirements are invalid outside of California. In the interest of safety when the SPAB is outside California, the District requires the Contractor's driver to operate the vehicle as if it were still in California, following all SPAB laws and regulations to the fullest extent possible.

6.8. Designated Stops

The District shall designate where stops are to be made for the purpose of receiving or discharging students. No driver shall stop to receive or discharge students except at stops designated by the District. If, because of changing physical or traffic conditions, a designated stop becomes hazardous, as defined by applicable laws and regulations or in the opinion of the Contractor, Contractor shall immediately notify the District Transportation Representative, who has the authority to designa**te** a new stop.

6.9. Route and Trip End Points

6.9.1. The point at which mileage and hours end for any trip or route is, for a one-way trip, at the destination defined by the District. The Contractor is responsible for the cost of all deadhead time and miles.

6.9.2. The point at which mileage and hours end for a round trip charter is back at the original pickup location. A SPAB contractor can include the time specified in the "Field Trip Arrivals" section as part of the claimed live time if the vehicle is actually standing by at the site during that time.

6.10. Route and Trip Service Disruptions

Any change in normal service or disruption of service (i.e.: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illnesses or injury, routes running late, etc.) provided by the Contractor, shall be reported to the District as soon as possible, but in no case later than fifteen (15) minutes from the time the Contractor is aware of such a situation.

6.11. District Trip Changes

District, with **twenty-four (24**) hour notice to Contractor, may:

6.11.1. Change the time and location of pickup and drop-off of students for any Trip, or the starting and ending time and location of any Trip. Contractor shall implement the change on the date specified by the District.

6.11.2. Change the number of students for any Trip.

6.12. Contractor Route Changes

If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Trip route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Route.

6.13. District Closures

6.13.1. District shall not be obligated to compensate Contractor in any way (including any fixed costs) for any Services on those days when any schools and classes are closed, either by the District or by any local, state, or federal authority, to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or another public agency. If any school closure occurs when any needed Services have been booked by the District, the school closure shall cancel the booking and the District shall not be obligated to compensate Contractor in any way (including fixed costs) for Services. District shall endeavor to provide Contractor reasonable notice of any school closure consistent with the circumstances giving rise to the school closure.

6.13.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

6.14. Accident and/or Citation

In addition to notifying the California Highway Patrol of any accidents, the Contractor shall report all accidents with students on board immediately by telephone to the District Transportation Representative. A list of student names, including birthdates, who were in the vehicle, shall be delivered to the Transportation Representative within two (2) hours of the accident accompanied by a concise description of the accident or incident. A copy of the Contractor's accident report must be delivered as soon as reasonably possible after each occurrence, but in no event later than two (2) working days after the accident. A copy of the police report of each accident or incident shall be provided as soon as it is available. All accidents that occur on deadhead time, which will have any effect on the on-time performance of the trip, run or route, must be reported. These accidents are to be reported by telephone and what vehicle and/or driver are being substituted if substitution is required. No other reporting is required. All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to District **immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business days after the accident. Contractor shall notify the District representative of any citations with students aboard within two hours of the incident accompanied by a concise description of the incident.

7. VEHICLES REQUIREMENTS AND CONDITION OF VEHICLES

Throughout the term, Contractor shall comply with each of the following standards and requirements for each vehicle used to transport students under this contract.

7.1. All vehicles shall be not more than twelve (12) years old as indicated by the year of manufacturer.

7.2. Vehicles transporting twenty (20) passengers or more shall be equipped with high top (extended) roofs. All vehicles shall be equipped with appropriately approved seat belts.

7.3. Contractors must comply with all California and District requirements regarding the installation and use of harnesses, restraints, vests, buckle guards, seatbelts and other devices as required by students on vehicles.

The Parties shall communicate and coordinate regarding the particular trips, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

8. COMPLIANCE WITH LAW

Operations and services covered by this contract must comply with applicable laws, ordinances and other legal requirements including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under this contract there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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. While performing the services and duties required under the contract, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), City of Mountain View and the County of Santa Clara and the District relating to the transportation of students.

9. VEHICLE MAINTENANCE

Contractors shall keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Repairs shall be completed promptly. Contractor shall make any or all vehicles available in Contractor or District's facilities for inspection by District or District's agents for up to four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities, District's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific site during a regular run or trip. Date and times of inspections may not be posted in advance.

10. VEHICLE EQUIPMENT

Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in this contract, or (3) agreed to by the Parties in writing. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contactor's sole expense.

11. VEHICLE COMMUNICATION DEVICE

Equip all vehicles used to provide transportation services under this contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

12. VEHICLE REPLACEMENT

Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to demand that vehicle be retired from service under this contract, and the Contractor shall thereafter replace it with a vehicle satisfactory to the District. The Parties agree that a vehicle that cannot start or complete its scheduled trip for two (2) trips during a one-month period is presumptively not performing to the reasonable satisfaction of the District, and that such presumption is conclusive of the issue.

13. ANTI-IDLING

The District requires all vehicles, buses, cars and vans, working under contract to completely comply with the California anti-idling regulation, 13 CCR 2480, working to preserve the health of students and the public. A charge of $50 may be assessed against the Contractors invoice for the trip for each violation observed by a District representative**.**

14. FUEL PURCHASES

Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Vehicles powered by diesel fuel shall comply with 2017 or newer emissions standards. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this contract.

15. SMALL SCHOOL BUS/VAN REQUIREMENTS

15.1. GPS.

All buses are required to be equipped with vehicle speed and location recording devices (GPS). Each Proposer shall provide software, passcodes and access to real time and archived data for use in the office of the District's Transportation Representative.

15.2. Video

All buses are required to be equipped with digital video recorders and a minimum of three cameras, with audio, per vehicle. Contractor shall annually notify parents in writing, in English and Spanish, that their students will be recorded. The District strongly recommends GPS be synchronized with video, and the software be capable of simultaneously viewing a moving map of the path of the bus with synchronized video. The Contractor shall make archived video available to the Transportation Representative within four (4) hours after notice. Video that is not needed shall be overwritten or destroyed after two weeks.

15.3. School Bus Evacuation Drills

In accordance with State Law, Contractor will conduct school bus evacuation drills at least once during each academic year at no cost to the District. The District will prepare the evacuation schedules and the drills will be performed with the Contractor's driver and vehicle, with District personnel present, at the designated site, date and time. Contractor shall ensure each driver is capable in all respects of evacuating all students

on the bus in case of a true emergency. The driver must be familiar with the needs, required equipment and restrictions each student may have and be able to accommodate these needs to ensure the student's safety on the bus, during an evacuation and off the bus. If District is already providing School Bus Evacuation Drills through the Transportation Department or another Contractor, this requirement is excused.

15.4. Van Evacuation Drills

Contractor shall ensure each driver is capable in all respects of evacuating all students in the vehicle in case of a true emergency.

16. SPAB/CHARTER BUS SERVICES

16.1. Arrival Time

Vehicles must arrive at Pick-Up location at least fifteen (15) minutes prior to departure time. This time is permitted to be included in the live time calculation for the trip provided the vehicle is standing by at the site for that amount of time.

16.2. Child Safety

In accordance with VC 28160, each SPAB driver shall follow the following directions. The driver shall only use the form provided by the District.

16.2.1. At least one adult chaperone shall accompany the students in each vehicle at all times. If a chaperone is not available to accompany the students in each vehicle then the Contractor is to contact the Transportation Representative for instructions as to whether to cancel at the site or if other arrangements can be made to meet the requirements of this paragraph.

16.2.2. Before departing any location, the driver shall have the chaperone sign, with time and date, their SPAB form stating the chaperone has an accurate list of all passengers on board and all are accounted for. This shall be signed by the chaperone on the take, return and at any authorized stops enroute to their destination.

16.2.3. The driver shall review all safety and emergency procedures with the group before the initial departure including, but not limited to, location and operation of all emergency exits, location and use of emergency equipment, how to stop the bus if the driver becomes incapacitated and how to contact the driver's dispatch office. The chaperone shall sign and date, with the current time, the SPAB form acknowledging that the vehicle's safety plan and procedures were reviewed.

16.2.4. After all pupils have exited the vehicle at any location, including the destination if the driver is doing both the take and return, the driver shall, before moving or stepping off the vehicle, check all areas of the vehicle including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant. The driver shall place his/her initials, with time and date, in the appropriate section on the SPAB form acknowledging they have completed this task.

16.2.5. The driver shall sign, with time and date, the SPAB Trip form verifying that all required procedures have been followed.

16.3. Short Notice Trips

The District shall be allowed to book and cancel athletic or club teams involved in "playoffs", on short-term notice. The definition of "short term notice" shall mean within twenty-four (24) hours of the event for booking and within twenty-four (24) hours of event for cancellation.

16.4. Overnight, Lodging, and Meals

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

16.5. Additional Fees

Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor. These expenses shall be detailed on the invoice.

16.6. Cancellation Charges

For single day trips the District agrees that Contractors may charge two hundred fifty dollars ($250.00) as a cancellation charge per bus, provided said cancellation notice is given by the District's Transportation Department Administrator or designee if less than one (1) week from the date of departure, three hundred dollars ($300.00) cancellation charge per bus on the date of scheduled trip (spot date) and three hundred fifty dollars ($350.00) cancellation charger per bus if the bus is cancelled at the school or field trip site. No cancellation charge is allowed if the cancellation request is made more than one week from the date of the trip. For multi-day trips the District agrees that Contractors may charge a two hundred fifty dollar ($250.00) fee for the first (1) day, one hundred fifty dollar ($150.00) fee for the second (2) day and one hundred dollar ($100.00) fee for the third (3) day as cancellation charges per bus provided said cancellation notice is given by the District's Transportation Representative less than two (2) weeks from the date of departure. If the cancellation request is made more than two (2) weeks from the date of the trip, no cancellation charge is allowed. Conversely, the District reserves the right to assess damages to the Contractor should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages, which may be assessed to the Contractor, shall be equal to the difference in trip fees between the Contractor's estimate and the cost of the replacement buses plus three hundred dollars ($300.00). The Proposer agrees by the act of his/her signing of the contract that the District shall have recourse for unauthorized cancellations. The definition of unauthorized cancellations shall mean a verbal or written notice of cancellation by the Contractor to the District regarding a reservation, charter order, trip agreement or other such verbal or written contract representing an agreed upon trip, or by a failure to show up at a site if the Transportation department has a confirmation in hand. This section shall not apply in the event of any school closure or for the suspension of Services.

16.7. Cancellation Due to Weather

Authorities for athletic events do not make a determination whether to cancel an event due to rain or other metrological events until noon (12:00 PM) the same day as the event. There shall be no cancellation charges by the Contractor for cancellations due to weather. Athletic trips may also be cancelled due to poor field conditions. There shall be no cancellation charges by the Contractor for cancellations with 48-hour notice due to poor field conditions.

16.8. Cancellation by Contractor

Cancellations, including the reason for such cancellation, shall be submitted in writing to the Transportation Administrator or designee no later than five (5) calendar days from the date of cancellation. In the event of a dispute between the Contractor and the District as to the validity of the reason for said cancellation, the judgment of the Director who oversees Transportation, or their designee, shall prevail.

17. TERMINATION

This Contract shall terminate upon expiration of the Term or any Renewal Term. During the Term or any Renewal Term, this Contract may be terminated pursuant to the following:

17.1. Contractor refuses or fails to perform services as required under any Contract Documents.

17.2. Contractor fails to comply with any term or condition of the Contract Documents.

17.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.

17.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.

17.5. Contractor furnishes a driver who does not meet the required license. Certificate and training criteria.

17.6. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District's instructions.

17.7. Contractor materially breaches one or more provisions of the Contract Documents.

17.8. Contractor fails to maintain insurance or a performance bond as required under this contract.

17.9. Contractor neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the services provided are not performed satisfactorily.

18. NOTICE OF TERMINATION

A Party intending to terminate this Contract pursuant to this section shall provide the breaching Party with written notice at least sixty (60) days **("Termination Notice Period")** before the effective termination date and provide the breaching Party with five (5) business days after the date of receipt of the notice to terminate to cure **("Cure Period")** unless the District is terminating for its convenience without cause or the non-breaching Party agrees in writing to an extension of the Cure Period prior to its expiration. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

19. ADDITIONAL GROUNDS FOR TERMINATION

Notwithstanding any provisions to the contrary in this contract, this Contract shall terminate during the Term or any Renewal Term pursuant to any of the following:

19.1. Termination Due to Criminal Background Check

At the District's sole discretion and upon written notice by District to Contractor, may terminate this contract, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

19.2. Contractor Noncompliance with Applicable Laws

At the District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor, in performing services under this contract, fails to comply with federal, state and local laws and/or regulations and/or District policies that apply to Contractor's performance of services required by the Contract Documents.

19.3. Contractor Receivership, Bankruptcy, or Inability to Pay Debts

At the District's election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.

19.4. Contractor Unauthorized Assignment or Transfer of Contract

Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.5. Contractor Unauthorized Use of Subcontractor

Small School Bus, SPAB, Charter Bus, or van services shall not use a subcontractor without the express written permission of the District. Subcontractors shall be vetted and subject to all portions of this contract. Use of an unauthorized subcontractor constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.6. Contractor Failure to Procure and Maintain Required Insurance

If Contractor fails to maintain any of the insurance required by this contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

19.7. Contractor's Performance of Poor Services

The District has the right to cancel this Contract if the Contractor does not show up for a trip, is over thirty (30) minutes late for a trip on two (2) or more occasions during any the Term or any Renewal Term, provides a vehicle and/or driver that is not SPAB or school bus certified or does not provide a vehicle as specified in the order. In the event the Contractor fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Contractor agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

19.8. Non-Allocation or Insufficient Allocated Funds

Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Term or any Renewal Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this contract: (1) reduce or eliminate some or all funds to pay for this contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this contract.

19.9. License, Certification or Permit

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

19.10. Safety Compliance Report

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's terminal is rated unsatisfactory on their Safety Compliance Report and the facility is not brought to satisfactory condition within 120 days of the rating. Contractor shall notify District in writing within 5 days if they receive an unsatisfactory rating.

19.11. Termination for Convenience

District shall have the right in its sole discretion to terminate the Contract for its own convenience as provided herein. In the event of a termination for convenience, Contractor may invoice District according to the percentage of completed services up to the time of termination, and District shall pay all undisputed invoice(s) for services satisfactorily performed under the terms of this Contract performed until the date of District's written notice of termination.

20. RIGHTS AND OBLIGATION UPON TERMINATION

Upon termination of this contract, the following shall apply and shall survive termination of this contract:

20.1. **Generally**. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.

20.2. **Termination by District for Cause.** If District terminates this Contract for cause and not for convenience pursuant to the **Grounds for Termination** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this contract, the excess cost shall be charged to and collected from Contractor and/or its surety under the performance bond. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.

20.3. **Payment.** Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

20.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

21. INSURANCE REQUIREMENTS

Contractor, at its sole cost and throughout the Term or any Renewal Term, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

22. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

22.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include blanket contractual liability and shall not exclude coverage for child molestation. This insurance shall be endorsed to include the District and its officers, employees, agents and volunteers as an additional insured.

22.2. Workers' Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

22.3. Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

22.4. Sexual Abuse or Molestation (SAM) Liability

If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

23. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions

23.1. Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

23.2. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

23.3. Waiver of Subrogation

Contractor hereby grants to the District a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

23.4. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

23.5. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

23.6. Claims Made Policies

If any of the required policies provide claims-made coverage.

23.6.1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Services.

23.6.2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Services.***

23.6.3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Effective Date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

23.7. Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

23.8. Special Risks or Circumstances

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

24. FORCE MAJEURE

No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure event where the required services has been performed in accordance with this contract; provided, however, that the District shall not be required to compensate contractor if any school closure or the suspension of Services is caused by a Force Majeure Event (as defined herein). A **"Force Majeure Event"** shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

25. SUSPENSION OF SERVICES

Despite any provisions to the contrary in the Contract, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Term or any Renewal Term upon written notice provided to Contractor at least ten (10) business days before the suspension, delay, or interruption begins, except in the event of an emergency in which case District shall provide reasonable notice consistent with circumstance giving rise to the emergency. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption, or may state that any suspension is for an indefinite period **("Suspension Period")**. If during the Suspension period the District determines that the Suspension Period needs to be extended, the District shall provide notice consistent with this provision of an extension to the Suspension Period. Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this section or the suspension period; (2) Contractor shall only be entitled to compensation for Services actually performed up to the date that a suspension commences, and Contractor waives any right to compensation (including fixed costs) during the Suspension Period; and (3) Contractor shall resume performance of the Services on the next business day following the ending date of the suspension period.

26. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.

26.1. Indemnity Obligations

Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs **(collectively "Loss")** that are caused by

District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents **(collectively "District Personnel")** from and against any Loss related the Services or this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

26.2. No Limitation by Insurance and Survival

Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this contract.

27. DISPUTE RESOLUTION

27.1. Meet and Confer

The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this contract, including the alleged breach, interpretation, or application of this contract.

27.2. Mediation

If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.

27.3. Handling of Matters During Dispute

During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this article.

28. FINGERPRINTING AND CRIMINAL BACKGROUND

Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as "CRIMINAL BACKGROUND INVESTIGATION/FINDER PRINTING CERTIFICATION**"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest

notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is, pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this section.

29. ADDITIONAL PROVISIONS

29.1. Entire Agreement and Amendment

This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.

29.2. Applicable Law, Vendue, and Interpretation

This contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this contract shall be resolved or adjudicated in the appropriate state or federal court in the county in which the District administrative offices are located, provided that nothing in this contract constitutes a waiver of immunity to suit by District.

29.3. Execution by Facsimile or in Counterparts

The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

29.4. Independent Contractor

Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.

29.5. Non Discrimination

Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.

29.6. Notices

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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if requested. All notices provided for herein shall be directed as follows:

If to District:	**If to Contractor:**
Mountain View Whisman School District	Avalon Transportation LLC
1400 Montecito Ave.	651 Aldo Avenue
Mountain View, CA 94043	Santa Clara, CA 95054
ATTN: Dalewyn Spinks, Director of M.O.T.	ATTN: Scott Habr, GM

29.6. Assignment and Transfer

Contractor shall not assign or transfer any of Contractor's rights or obligations under this contract, including by operation of law or change of control or merger, without District's prior written consent.

29.7. Waiver

Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.

29.8. Severability

If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this contract.

29.9. Provisions Required by Law Deemed Inserted

Each 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 herein.

29.10. Advertising

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

29.11. Binding Effect and Third Party Benefits

This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this contract). Nothing in this Contract creates any contractual

relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

29.12. Cumulative Rights and Remedies

Unless specifically provided in this contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this contract, or now or hereafter existing at law or in equity.

29.13. Headings

The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Dated: _____, 2025	Dated: August 1_____, 2025
Mountain View Whisman School District	**Avalon Transportation LLC**
By: _____	By: Scott Habr
Print Name: _____	Print Name: Scott Habr
Print Title: _____	Print Title: General Manager

EXHIBIT "A" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

Contractor shall provide Services based upon the following rate schedule, as more precisely described in Exhibit A:

[Insert Rate Schedule OR Bid Form. If Bid Form Used, use the sentence below]

The "Base Rates" and the "Additional Rates" shall be the only rates Contractor is entitled to invoice District for Services.

ATTACHMENT A

NONCOLLUSION DECLARATION

Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the General Manager

of Avalon Transportation LLC

the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from submitting a Bid. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid responses are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 8/1/2025

Proper Name of Bidder: Avalon Transportation LLC

City, State: Santa Clara, CA

Signature: Scott Habr

Print Name: Scott Habr

Title: General Manager

EXHIBIT "B" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SERVICES TYPES AND SCOPE OF WORK

1. Contractors that provide Small Bus/Van transportation services to and from school related activities. Trips typically consist of transportation to and/or from field trips, club events, or athletic events, for one day trips. Trips under this provision could occur on weekdays and/or weekends. Buses shall be equipped with storage compartments sufficient for the group's equipment.

2. Contractors that provide SPAB/Charter Bus transportation services to and from school related activities, from one or more schools as designated by the District's Transportation Department. Typical trips consist of transportation to and from field trips, club events, or athletic events, in the midafternoons and/or from events in the late evening. Some trips may include an overnight stay. Buses shall be equipped with storage compartments sufficient for the group's equipment.

EXHIBIT "C" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. DRIVER REQUIREMENTS

1.1. Contractor shall assign the same driver to the same trip and school club/team whenever possible.

1.2. Contractors providing van service shall provide all drivers with training in car seat installation by a certified instructor. Additionally, for Contractors providing van, SPAB or school bus service, District will notify Contractor that the driver assigned to a student's service may require additional training to accommodate a student's condition when the student is identified as having specialized medical, behavioral or other problems or needs. These can include, but not limited to, buckle guards, support vests, safety vests (harnesses) and wheelchair tie-downs. Contractor shall supply these items as needed.

1.3. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs. Contractor shall notify the District's Transportation Representative a minimum of 7 calendar days prior to the meeting. The notification shall include date, time and location of the meeting and planned topics.

2. CONTRACTORS REQUIREMENTS

2.1. During the Term or any Additional Term, Contractor shall provide an adequate number of qualified and trained drivers to cover all needed transportation services.

2.2. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract, including, without limitation: training sufficient to obtain a School Bus Driver's Certificate; training to ensure proficiency in the type(s), brake system(s), or transmission(s) of vehicle(s) to which any driver might be assigned, prior to a driver employed by the Contractor performing Services under this Contract.

2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.

2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times. Each driver providing Services under this Contract shall be responsible for student discipline on vehicles as specified in section 14103 of Title 4 of the California Code of Regulations.

2.5. Drivers, including those not required to hold a commercial license, shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as "**Drug-Free Workplace Certification"** and incorporated by reference**.**

2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal, state and local regulations and policy concerning their use.

2.7. Drivers are required to be well groomed. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a timepiece with them while on duty so that the drivers can maintain established scheduled times.

2.8. Drivers shall be trained and certified in pediatric first aid by a certified California Emergency Medical Services Authority. Cardiopulmonary resuscitation (CPR) certification is recommended but not required.

2.9. It shall be the driver's responsibility to see that car seats, seat belts, safety vests, harnesses, or any other restraint or safety devices are fastened, adjusted, and properly worn as soon as the student enters their seat and for the duration of the trip. If a parent, guardian, aide, teacher or other person responsible for the student off the vehicle does not "buckle in" or "unbuckle" the student, the driver is responsible for performing this task. The driver is ultimately responsible for ensuring the student is properly secured in their seat.

2.10. Upon request, a qualified representative from the Contractor shall attend Individualized Education Program (IEP) meetings, behavioral conferences and other required meetings.

2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement with an employee, person, group, or organization that will interfere with Contractor's ability to perform fully of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. The District shall have the right to require the Contractor to remove a driver from operating a vehicle on a route or trip if the District determines the Driver is not qualified to safely operate a vehicle in accordance with the District's standards and goals. However, the District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on the District's part.

2.12. At all times during the Term and any Renewal Term, Contractor shall provide adequate number and qualified and trained drivers to cover all transportation services as District may need. Should Contractor fail to provide sufficient drivers, the District may secure such services and reduce the Contractor's next invoice by the cost of such services.

2.13. Contractor shall ensure compliance with Education Code section 49406, subdivision (l). Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Effective Date to not have active tuberculosis. If during the Term or Renewal Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract. Repeat tuberculosis examinations shall be complete every four (4) years.

2.14. Contractor shall ensure that each driver employed by Contractor shall be in good health to ensure that adequate service is provided to the District. Contractor shall ensure compliance with Motor Carrier Safety Regulations (Title 49, sections 391.41 through 391.49 of the Code of Federal Regulations). Prior to performing transportation services under this Contract, every driver employed by Contractor shall submit to the Contractor a completed Medical Examiner's Certificate. At District's request, Contractor shall provide the District the Medical Examiner's

Certificate of any driver providing transportation services under this Contract. Contractor shall ensure that any contractor of employment for any employee providing Services under this Contract shall consent to such release.

3. LIQUIDATED DAMAGES FOR REFUSAL OR FAILURE TO PERFORM TRANSPORTATION SERVICES

3.1. Assessment of Liquidated Damages. Except for the first two (2) days at the start of the Term, Contractor's refusal, failure, and/or delay in performing the services as required by the Contract shall subject Contractor to liquidated damages. During the first two days of the start of the Term, the District understands there will be delays and that the Contractor will make every effort to run on time but in no way permit a Contractor to refuse or fail to provide services.

3.2. Amount of Liquidated Damages. The actual occurrence of damages and the actual amount of damages that District would suffer if the services were not performed in accordance with the Contract Documents are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages. Damages the District would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of District, and participating school districts; costs of administration; and the loss suffered by school districts and students who use the transportation services that Contractor is required to provide under the Contract Documents. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to District due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that District shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents:

3.3. Missed Entire Trip. If Contractor fails or refuses to perform services for an entire scheduled Trip, Contractor shall pay to District, for each day that such services are required, an amount equivalent to the ONE TIMES (1X) the Trip Rate applicable to the Trip ("Missed Entire Trip Charge"), in addition to forfeiting any right to collect the Trip Rate applicable to the Trip for that particular day.

3.4. Missed Portion of Route. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Trip or Contractor is late by more than 15 minutes on the run due to Contractor's fault, Contractor shall pay District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Trip Rate (or typical hourly and mileage rate for that route) applicable to the Trip ("Missed Portion Trip Charge"), in addition to forfeiting any right to collect the Daily Trip Rate applicable to the route for that particular day as prorated based on the portion of the Trip Time that Contractor has not performed in comparison to the Trip Time that Contractor performed. Delayed runs that are not Contractor caused (i.e., traffic accident, weather or another similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

3.4.1. **Missed Students.** If any student is not picked up and/or dropped off for a Route due to neglect by the Contractor's, the Contractor shall on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion of Route Charge** and liquidated damages will be assessed accordingly.

3.4.2. **Deduction from Payments Due to Contractor**. If Contractor becomes liable for liquidated damages as indicated herein, District, in addition to all other rights and remedies under this contract and applicable laws, shall have the right to deduct and

retain from any payment due to Contractor an amount equivalent to the liquidated damages that District assesses pursuant to this Section.

3.4.3. The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District. This is a zero tolerance standard of performance.

DRUG-FREE WORKPLACE CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and Avalon Transportation LLC (The "Contractor" or the "Bidder") (The "Contract").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The District is not a "state agency" as defined in Government Code section 8350 et seq., the DrugFree Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b. Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace.
(2) The person or organization's policy of maintaining a drug-free workplace.
(3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
(4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

d. Requiring that each employee transporting students participate in a Drug Testing Program in compliance with 49 CFR Part 382.

Contractor agrees to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:	8/1/2025
Proper Name of Contractor:	Avalon Transportation LLC
Signature:	Scott Habr
Print Name:	Scott Habr
Title:	General Manager

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

For the Transportation Services – School-Related Activities Agreement ("Contract") between the Mountain View Whisman School District ("District") and Avalon Transportation LLC_____("Contractor"or "Bidder").

1. **Education Code**. The undersigned does hereby certify to the governing board of the District as follows:

   The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it 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 students in the course of providing services pursuant to the Contract, and the California Department of Justice has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: http://oag.ca.gov/fingerprints/agencies) 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 the Contractor's employees and of all of its subcontractors' employees who may encounter the District students during the course and scope of the Contract is attached hereto.

2. **Megan's Law (Sex Offenders).** Contractor has verified and will continue to verify that the employees of Contractor that will be performing services and the employees of the Subcontractor(s) that will be performing services 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 encountering the District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 8/1/2025

Proper Name of Contractor: Avalon Transportation LLC

Signature: Scott Habr

Print Name: Scott Habr

Title: General Manager

WORKERS' COMPENSATION CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and Avalon Transportation LLC (the "Contractor" or the "Bidder") (the "Contract").

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 Services of this Contract.

Date: 8/1/2025

Proper Name of Contractor: Avalon Transportation LLC

Signature: Scott Habr

Print Name: Scott Habr

Title: General Manager

(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.)

RUSSIAN SANCTIONS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

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 Bidder, as a potential contractor 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 Bidder is awarded the Contract with the District and the Contract has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that Bidder is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps that Bidder 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 certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 8/1/2025

Proper Name of Bidder: Avalon Transportation LLC

Signature: Scott Habr

Print Name: Scott Habr

Title: General Manager

IRAN CONTRACTING ACT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a bid pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid**.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 8/1/2025

Proper Name of Bidder: Avalon Transportation LLC

Signature: Scott Habr

Print Name: Scott Habr

Title: General Manager

ATTACHMENT C: COST PROPOSAL

Provide rates for transportation services for school-related activity trips. Proposed total price must include all vehicle, driver, fuel, tolls, mileage, insurance, administrative overhead, vendor profit, and any other associated costs. No additional costs will be allowed unless expressly pre-approved by MVWSD.

Please list each vehicle proposed for use under this contract. Include the bus/van capacity, make, model, year, and corresponding hourly rate.

Capacity	Make	Model	Year	Hourly Rate
				$
				$
				$
				$
				$

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.

Avalon Fleet

Make/Model/Year	Unit #	Capacity	Handicapped Accessible?
VanHool CX35	113854	38	N
VanHool TX40 2014	115001	50	N
Volvo 9700 2019	115600	56	N
MCI J4500 2019	115610	56	N
Prevost H345 2013	115639	56	N
Volvo 9700 2019	115664	56	N
MCI J4500 2017	115675	56	N
Prevost H345 2018	115690	56	N
Volvo 9700 2016	115693	56	N
VanHool T2145 2011	115706	57	N
VanHool TX45 2014	115727	57	N
Prevost H345 2018	115849	58	N
Thomas Saf-t-liner	118444	84	N

Avalon Motor Coach Services

MVWSD
Rate Sheet
2025-2026

Charter Rates:

Vehicle	Rate	Max/Min Time	Additional Hours	One-way Transfer	Mileage Rates	
					Live	Dead Head
56 Passenger Motor Coach	$1095.00	4 Hours	$195.00	$1095.00	$8.00	$7.00
37 Passenger Shuttle Bus	$1050.00	4 Hours	$175.00	$1050.00	$7.50	$7.00
26 Passenger Shuttle Bus	$1025.00	4 Hours	$165.00	$998.00	$7.00	$7.00

Over the Road/Multi Day Trips:

Vehicle	**12-Hour Rate**
56 Passenger Motor Coach	**$2,595.00**
37 Passenger Shuttle Bus	**$2,495.00**
26 Passenger Shuttle Bus	**$2,350.00**

- For Multi Day trips, the client group is responsible for paying for the driver's room for each night. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform trips.
- For hourly overage charges fractions of an hour are rounded to the next half-hour. All overage amounts are due upon receipt of the invoice and are subject to additional fees detailed further in payment terms for late payment. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform this trip
- Overnight trips are quoted as a service of up to 12 hours per day. Any trips with longer itineraries may have additional charges added upon receipt of finalized itinerary. All itineraries must be checked by our offices for approval and compliance with DOT Hours of Service regulations, any road restrictions, and the terms of this Agreement.
- Under DOT regulations, drivers are allowed to drive 10 hours per day. The driver must have 8 consecutive hours off in between. Groups must adhere to this when planning an itinerary. A full itinerary must be given to Avalon 14 days prior to the trip leaving.
- Pricing does not include peak season rates. During Grad Night season there is an additional Peak Season charge added to quotes.

Rates are subject to change without notice.

Avalon Motor Coach Services

MVWSD
Rate Sheet
2025-2026

ADDITIONAL SERVICE AND SAFETY INFORMATION

ORDER ACCURACY: Please check the accuracy of all of the information provided including but not limited to the dates, times, pick up address, destination address, and vehicle type. Email confirmations are sent on all reservations and the information contained in such email confirmations will be deemed to be accurate unless notified by you by email with corrections within 24 hours of the email confirmation.

DRIVER(S) ROOM: One (1) room per driver/per night is required. Driver lodging must be within five (5) miles of the group's lodging and additional charges may apply if the driver lodging is further than (5) miles away from the group's lodging. Driver accommodation must be of at least average quality, include a private restroom, and are subject to the approval of Avalon (no cabins are permitted). If your trip requires the driver to have a day room and sleep during the day, driver lodging must be confirmed for two nights to allow the driver to check in early morning or additional charges may apply. The driver's lodging must also have adequate bus parking within one block of where the driver(s) stay unless otherwise agreed to in writing between Avalon and the customer. Alternate parking accommodations decisions are ultimately at the discretion of Avalon and clients are responsible for paying all parking fees, entrance fees, tolls, etc.

PROHIBITED ITEMS: Smoking, the use or carrying of illegal drugs, and the use of alcohol are prohibited on all coaches. While in the vehicle passengers must store and not wear golf shoes, ski boots, or any other shoes with spikes. All firearms, explosives, and fireworks are strictly prohibited in or on the vehicles. Client agree that the passenger capacity of any vehicle provided shall not be exceeded. The driver has the right to terminate the operation at any time, without a refund, if there is blatant indiscretion on the part of the client and/or passengers with respect to prohibited items, or if the driver is or feels threatened by the passengers.

LOST AND FOUND:
Avalon is not responsible for any personal property left on the bus or any lost items. Items found on the charter vehicle will be placed in our lost and found and held for 30 days pending contact by the client. Unclaimed items will be disposed of. Clients are responsible for making arrangements to retrieve items left on our vehicles.

Rates are subject to change without notice.

UNSAFE PICK-UP AND DROP OFF LOCATION:
The motor coach operator has full authority to decide where he/she deems it is appropriate to safely pick-up and/or drop-off passengers. If the pick-up or drop-off location is not accessible due to weather/road conditions, or the size of the vehicle is not suitable for the access road and the coach cannot safely make it to the originally agreed pick-up or drop-off location, the motor coach operator will adjust the pick-up and/or drop-off to the nearest safe location, and there will be no credit or refund associated with this service change. Any additional time or miles will be billed based on our prevailing rates at the time of the charter.

HEAT ADVISORY
During the summer months and in certain parts of the country it is important for clients and passengers to remember the capacity and limits of charter bus air conditioning systems. Charter buses are only capable of cooling a vehicle to approximately 15-20 degrees below the outside temperature; therefore if it is 100 degrees outside the bus can only be expected to cool to about 80 degrees. The air conditioning systems will also have to compensate for body heat emitted by all passengers. For some passengers who are medically fragile and/or sensitive to temperature changes, it may be in the passengers' best interest not to ride on extremely hot days. The decision of whether a passenger rides or not will remain with the individual passenger and the group leader/coordinator.

LIMITATION OF LIABILITY:
Avalon's performance of the services contained in this contract is contingent upon the company's ability to furnish the equipment and perform the services. In the event of traffic delays, accidents, breakdowns or any other issue that interferes with Avalon's ability to provide contracted service, Avalon's liability is limited to a maximum of full refund of amount paid for the services pro-rated for services rendered up to that point. In no event shall Avalon be liable for consequential damages of any kind. Avalon is not liable for damage to or loss of baggage and/or other personal property. Customer baggage and property will be handled at the passenger's own risk and only in an amount that can be conveniently carried in the storage areas of the Charter coach. Due to safety concerns the driver will require assistance with loading and unloading any bags in excess of 50 lbs. Avalon shall not be liable for loss of time or monies due to mechanical failure, inclement weather or traffic. Due to the unpredictable failure rates of accessory systems, we cannot guarantee the operation of radio/video/Wi-Fi/P/A systems, air-conditioning, and restrooms. No refunds or adjustments are given for accessory systems failures or unavailability. For motor coaches that contain WIFI the WIFI should only be utilized for tasks that do not require large amounts of data transfer. Streaming video or any other excessive use of data is not permitted and may result in the termination of WIFI service without notice. We reserve the right to terminate WIFI service at any time without a refund. We cannot guarantee the assignment of requested drivers or coaches, and we reserve the right to substitute equipment from other carriers.

Rates are subject to change without notice.

TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
DURHAM SCHOOL SERVICES, L.P.

THIS TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT ("Agreement" or "Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the Mountain View Whisman School District (the "District" or "Owner") and Durham School Services, L.P. ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" or referred to collectively as the "Parties."

WHEREAS, the District desires to obtain and the Contractor agrees to provide certain transportation services commencing on or around _____ for the 2025-2026 school year on an as needed basis as set forth herein ("**Services**"), subject to annual four (4) annual renewal options at the District's discretion, by entering into this Contract pursuant to the terms of California Education Code section 39800 et seq., and all other applicable laws; and

WHEREAS, the Contractor agrees to perform the Services described in this Contract in accordance with the standards of its profession, to District's satisfaction pursuant to the terms herein.

NOW, THEREFORE, the Parties agree as follows:

1. TERMS AND CONDITIONS

Contractor shall provide the Services hereunder pursuant to the Contract and the supplemental terms and conditions set forth in **Exhibits "B" and "C"** hereto. In addition, Contractor agrees to perform the transportation services as requested by District and executed in the form of a Charter Confirmation attached hereto as **Exhibit "D"**. The Parties understand and agree that the Services may be amended from time to time during the Contract term by mutual written agreement of the Parties.

The term "Contract Documents" as used in this Contract shall include: (1) this Contract; (2) Contractor's Bid Form; (3) Exhibit A; (4) Exhibit B; (5) Exhibit C; (6) Drug-Free Workplace Certification; (7) Fingerprinting/Criminal Background Check Certification; (8) Worker's Compensation Certification; (9) Russian Sanctions Certification; and (10) Iran Contracting Act Certification.

2. SCOPE OF WORK

2.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide the District with Services for persons designated by the District as set forth in the bid forms to and from points as directed by District. Contractor shall maintain and operate all vehicles and equipment safely and in a good and competent manner in accordance with this contract and all applicable laws.

2.2. The District reserves the right to change and/or modify school hours, adjust school start and ending times, change any aspect of or delete established routes, and add new routes, change, increase, or decrease the number and type of vehicles required, change any school site to which services will be provided, and/or change the number of the students assigned to a vehicle or route, subject to the requirements in Section 6 et seq., "Field Trip Booking".

2.3. If the Contractor does not have the required vehicle(s) and/or trained personnel available or the District determines that the needs or preferences of the District and/or a certain student(s)

requiring transportation services at the District's discretion will be provided by another company or entity, own expense and without any notice, obligation, or liability to Contractor, then District may retain another company or entity to provide transportation services for the District. Such retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

2.4. Contractor acknowledges that it shall be providing Services to the District on as as-needed basis. District shall contact Contractor prior to the commencement of specific Services by the Contractor to determine whether Contractor has availability. The booking of as needed Services shall be performed consistent with Section 6 et seq., "Field Trip Booking", as it relates to the process for booking transportation services. Contractor acknowledges that by providing Services on an as-needed basis that it is not guaranteed Services or routes under this Contract up to and until a Trip is scheduled and confirmed. Any contractual provision referencing repeated or standard/daily routes shall not be applicable to Contractor unless said routes fall within the Services requested by District, at which time routes will be established by the Parties.

3. GENERAL CONTRACT TERMS

3.1. Contract Term and Renewals

The term of this Contract shall commence on _____ through _____ unless the Contract is terminated earlier pursuant to the terms herein ("Term"). Upon expiration, the District shall have the option, in its sole discretion, to renew and extend the term of this contract for four (4) additional terms of one year each school years, upon written notice from District at least sixty (60) days prior to the expiration of the preceding term, if at all ("Renewal Term"). Any Renewal Term shall be subject to the same terms and conditions set forth in this Contract. For the avoidance of doubt, Contractor can opt not to renew after Term expires.

3.2. Commencement of Services

Contractor shall commence services under this Contract no later than the **15 days** prior to the first day of school. Contractor is responsible for taking any preliminary steps with respect to employees or vehicles prior to the first day of school such that the Contractor can promptly providing transportation services to the District. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the District. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

4. COMPENSATION

To the extent applicable, District shall pay Contractor in accordance with the Rate Schedule attached hereto as **Exhibit A** and incorporated herein by reference, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Term., for the Services and rates set forth in the applicable Charter Confirmation for each trip. Contractor agrees to invoice District for the Services and District agrees to remit payment for such Services within thirty (30) days after receipt of an undisputed invoice. In the event payment is not received within thirty (30) days, a late charge of 1.5% per month of the outstanding balance will be assessed upon District's account. District agrees to provide proper credentials and access (e.g., parking pass) on trips for which Contractor's Services are requested and credentials are required.

4.1. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after any service and any such time shall not be included in the billed hours.

5. INVOICE AND RECORDS REQUIREMENTS

[SELECT "SMALL SCHOOL BUS/VAN" AND/OR "SPAB/CHARTER" BASED ON AWARDED SERVICES]

5.1. Small School Bus/Van

Contractor shall submit to District, on or before the 10th of each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five (5) business days of Contractor's receipt of District's notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District. Contractor shall submit invoices for payment to the District's Transportation Department, 1400 Montecito Ave., Mountain View, CA 94043. District shall pay undisputed amounts within thirty (30) days.

5.2. SPAB/Charter

Contractor will submit an invoice to the District net thirty (30) days after delivery of the Services. If submitting a paper invoice, the Contractor will provide two (2) copies of the invoice. In order to facilitate payment and provide key information for our records and reference, the Contractor must adhere to the following instructions. The invoice shall:

5.2.1. List the Pickup point(s) and destination(s)

5.2.2. Provide a description of the trip

5.2.3. Include total Live and Deadhead miles

5.2.4. List scheduled and actual pickup and drop times

5.2.5. Provide exact passenger count(s)

5.2.6. Include a fully completed SPAB Trip form for each vehicle. The SPAB form shall be one provided by the District

5.2.7. Reference the District Purchase Order number

5.2.8. List charges or credits associated with the Fuel Escalation clause, if applicable, as a separate line item

5.2.9. List separately any taxes payable, if applicable, by the District

5.2.10. List charges and fees, if applicable, as separate line items

5.3. Record Keeping

Contractor shall provide to District within five (5) business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following (to the extent applicable to the Services performed):

5.3.1. Weekly report on all late or missed trips, and stating the cause of the problem and corrective action(s) taken.

5.3.2. Accurate trip records identifying the trip, bus number, type of trip, number of students carried daily, time of trip and miles traveled.

5.3.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

5.3.4. District may carry out such monitoring, evaluation, and auditing of any records required by this Contract, as District may deem necessary after written notice to Contractor.

5.4. Use and Handling of Confidential Records and Information

To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this contract.

5.5. Required Document for Payment

At the same time that Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

6. OPERATION PROCEDURES

6.1. Manager and Supervisor Staff

Contractor shall provide, at a minimum, the following management and supervisory staff:

6.1.1. General Manager

To deal directly with District on all matters concerning the implementation and operation of this Contract.

6.1.2. Dispatcher

To be used for dispatching and controlling routes, trips and schedule implementation as agreed upon by the Parties (this may be a shared responsibility of the General Manager).

6.1.3. Driver Instructors and/or Safety Program Specialist

Contractors providing small school bus or SPAB/Charter services shall have staff be certified by the California Department of Education as certified instructors as required and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures. Contractors providing van services shall have Instructors and/or Safety Program Specialists, or equivalent, providing training to drivers on topics including, but not limited to, safe driving practices and techniques for working with students with special needs.

6.1.4. Fleet Maintenance Supervisor for Small School Bus & SPAB/Charter Busses

To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor providing small school bus or SPAB/Charter Bus services must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance on each vehicle, which records shall be available for District's inspection at all times.

6.2. Contact Person

A member of Manager or Supervisory staff shall be on duty a minimum of 30 minutes before the first driver comes on duty and remain on duty for a minimum of 60 minutes after the last driver goes off duty. Contractor shall provide to the Transportation Department an after-hours telephone number in case of problems or emergencies. This contact person shall have ready access to all drivers who provided service to the District during the day. For as needed services, the contact person shall be responsible for receiving Service requests from the District, and to corresponding with District regarding reservations.

6.3. Standby Personnel

Contractors shall employ additional drivers and support staff required to cover absence of drivers and staff throughout the contract term. The number of substitute employees shall be at Contractor's discretion to assure that all established routes are covered at all times by qualified and trained drivers.

6.4. Training and Evacuation Drills

Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. While vans are not required by law to perform evacuation drills, the driver shall be familiar with the student's needs and abilities. Van drivers shall discuss what would happen if they need to evacuate the vehicle and do a mock drill if it is safe to do so. As per California Education Code Section 39831.5, school bus contractors shall provide training to students at least once each school year instructions including, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held according to the schedule provided by the District with a District representative present. If such drills are already held by the District, no such drills are necessary.

6.5. Student Discipline and Conduct on School Bus, Van, Car or Cab Vehicles

6.5.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

6.5.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

6.5.3. Contractor's drivers and employees are not authorized to remove students from any vehicles except at the student's stop, school of attendance or other location as designated by the District. Unless otherwise authorized, students shall be met by authorized school personnel or parent/guardian.

6.5.4. For transportation services, Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct or Incident Report to District site administrator to advise of behavior problems or other relevant issues. The District shall receive a scanned copy of each written conduct or concern report within 24 hours of the submission of the report to the contractor by the driver.

6.5.5. The driver is responsible for rider behavior and discipline in the vehicle as specified by law, policy, Behavior Support Plans, etc. No pupil will be suspended from a vehicle without approval of the District Transportation Representative and written notification of the principal of the school of attendance; see 6.5.7. below for further details.

6.5.6. Contractor is responsible to inform students and parents of California laws regarding safety and behavior. The Contractor shall provide District-provided information to each family annually, including new students who are added to the route.

6.5.7. At any time during a charter trip, the Contractor, or the driver as the Contractor's representative, reserves the right to refuse to transport any person or persons that Contractor or its representative believes to be in violation of the Charter Passenger Policy attached hereto as **Exhibit "E"**. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal at student's stop, school of attendance or other location as designated by the District, with further punishment up to and including suspension of charter transportation privileges. Contractor is not responsible for any passengers who have not boarded the vehicle at the time of departure. District shall provide their own supervision if required. The Contractor is not responsible for the District's failure to provide supervision. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Contractor approval and may be subject to applicable law.

6.6. Field Trip Booking

The District Transportation Department is the exclusive booking agent for the District. All Trips must be authorized and booked by the Transportation Department. The Contractor shall not accept any bookings from anyone other than the District Transportation Department for any school or department that is a part of the District. The Contractor must make reasonable efforts to identify when an individual, travel agent or other party is representing a Mountain View Whisman School District school or department. The Contractor is required to direct the representatives to contact the Transportation Department for the actual booking. Failure to comply may result to cancellation of the Contract. The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged in writing by the Contractor within five (5) calendar days from the date of the order on the Contractor's standard confirmation form. The Contractor MUST provide the District Transportation Department with written confirmation of a booked trip within one (1) week from the date the trip was booked. The confirmation shall state, at a minimum:

6.6.1. Date of confirmation

6.6.2. Name of Transportation Department representative

6.6.3. Date(s) of trip

6.6.4. Pickup point(s)

6.6.5. Destination(s)

6.6.6. Number of passengers expected

6.6.7. Number of buses to be provided, with capacity for each

6.6.8. Estimate of cost for the trip

6.6.9. Include any expected charges or surcharges beyond the Contractor's usual rate.

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

6.7. Inter/Intrastate Travel

The District will contract with Contractors for transportation services for both intrastate and interstate travel. Interstate travel is limited to adjoining states only. The District understands that SPAB requirements are invalid outside of California. In the interest of safety when the SPAB is outside California, the District requires the Contractor's driver to operate the vehicle as if it were still in California, following all SPAB laws and regulations to the fullest extent possible.

6.8. Designated Stops

The District shall designate where stops are to be made for the purpose of receiving or discharging students. No driver shall stop to receive or discharge students except at stops designated by the District. If, because of changing physical or traffic conditions, a designated stop becomes hazardous, as defined by applicable laws and regulations or in the opinion of the Contractor, Contractor shall immediately notify the District Transportation Representative, who has the authority to designa**te** a new stop.

6.9. Route and Trip End Points

6.9.1. The point at which mileage and hours end for any trip or route is, for a one-way trip, at the destination defined by the District. The Contractor is responsible for the cost of all deadhead time and miles.

6.9.2. The point at which mileage and hours end for a round trip charter is back at the original pickup location. A SPAB contractor can include the time specified in the "Field Trip Arrivals" section as part of the claimed live time if the vehicle is actually standing by at the site during that time.

6.10. Route and Trip Service Disruptions

Any change in normal service or disruption of service (i.e.: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illnesses or injury, routes running late, etc.) provided by the Contractor, shall be reported to the District as soon as possible, but in no case later than fifteen (15) minutes from the time the Contractor is aware of such a situation.

6.11. District Trip Changes

District, with **twenty-four (24**) hour notice to Contractor, may:

6.11.1. Change the time and location of pickup and drop-off of students for any Trip, or the starting and ending time and location of any Trip. Contractor shall implement the change on the date specified by the District.

6.11.2. Change the number of students for any Trip.

6.12. Contractor Route Changes

If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Trip route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Route.

6.13. District Closures

6.13.1. District shall not be obligated to compensate Contractor in any way (including any fixed costs) for any Services on those days when any schools and classes are closed, either by the District or by any local, state, or federal authority, to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or another public agency. If any school closure occurs when any needed Services have been booked by the District, the school closure shall cancel the booking and the District shall not be obligated to compensate Contractor in any way (including fixed costs) for Services. District shall endeavor to provide Contractor reasonable notice of any school closure consistent with the circumstances giving rise to the school closure.

6.13.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

6.14. Accident and/or Citation

In addition to notifying the California Highway Patrol of any accidents, the Contractor shall report all accidents with students on board immediately by telephone to the District Transportation Representative. A list of student names, including birthdates, who were in the vehicle, shall be delivered to the Transportation Representative within two (2) hours of the accident accompanied by a concise description of the accident or incident. A copy of the Contractor's accident report must be delivered as soon as reasonably possible after each occurrence, but in no event later than two (2) working days after the accident. A copy of the police report of each accident or incident shall be provided as soon as it is available. All accidents that occur on deadhead time, which will have any effect on the on-time performance of the trip, run or route, must be reported. These accidents are to be reported by telephone and what vehicle and/or driver are being substituted if substitution is required. No other reporting is required. All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to District **immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business

days after the accident. Contractor shall notify the District representative of any citations with students aboard within two hours of the incident accompanied by a concise description of the incident.

7. VEHICLES REQUIREMENTS AND CONDITION OF VEHICLES

Throughout the term, Contractor shall comply with each of the following standards and requirements for each vehicle used to transport students under this contract.

7.1. All vehicles shall be not more than twelve (12) years old as indicated by the year of manufacturer.

7.2. Vehicles transporting twenty (20) passengers or more shall be equipped with high top (extended) roofs. All vehicles shall be equipped with appropriately approved seat belts.

7.3. Contractors must comply with all California and District requirements regarding the installation and use of harnesses, restraints, vests, buckle guards, seatbelts and other devices as required by students on vehicles.

The Parties shall communicate and coordinate regarding the particular trips, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

8. COMPLIANCE WITH LAW

Operations and services covered by this contract must comply with applicable laws, ordinances and other legal requirements including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under this contract there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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. While performing the services and duties required under the contract, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), City of Mountain View and the County of Santa Clara and the District relating to the transportation of students.

9. VEHICLE MAINTENANCE

Contractors shall keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Repairs shall be completed promptly. Contractor shall make any or all vehicles available in Contractor or District's facilities for inspection by District or District's agents for up to four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities, District's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary,

and safe condition. These inspections may be conducted at Contractor's facilities or at a specific site during a regular run or trip. Date and times of inspections may not be posted in advance.

10. VEHICLE EQUIPMENT

Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in this contract, or (3) agreed to by the Parties in writing. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contactor's sole expense.

11. VEHICLE COMMUNICATION DEVICE

Equip all vehicles used to provide transportation services under this contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

12. VEHICLE REPLACEMENT

Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to demand that vehicle be retired from service under this contract, and the Contractor shall thereafter replace it with a vehicle satisfactory to the District. The Parties agree that a vehicle that cannot start or complete its scheduled trip for two (2) trips during a one-month period is presumptively not performing to the reasonable satisfaction of the District, and that such presumption is conclusive of the issue.

13. ANTI-IDLING

The District requires all vehicles, buses, cars and vans, working under contract to completely comply with the California anti-idling regulation, 13 CCR 2480, working to preserve the health of students and the public. A charge of $50 may be assessed against the Contractors invoice for the trip for each violation observed by a District representative**.**

14. FUEL PURCHASES

Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Vehicles powered by diesel fuel shall comply with 2017 or newer emissions standards. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this contract.

15. SMALL SCHOOL BUS/VAN REQUIREMENTS

15.1. GPS.

All buses are required to be equipped with vehicle speed and location recording devices (GPS). Each Proposer shall provide software, passcodes and access to real time and archived data for use in the office of the District's Transportation Representative.

15.2. Video

All buses are required to be equipped with digital video recorders and a minimum of three cameras, with audio, per vehicle. Contractor shall annually notify parents in writing, in English and Spanish, that their students will be recorded. The District strongly recommends GPS be synchronized with video, and the

software be capable of simultaneously viewing a moving map of the path of the bus with synchronized video. The Contractor shall make archived video available to the Transportation Representative within four (4) hours after notice. Video that is not needed shall be overwritten or destroyed after two weeks.

15.3. School Bus Evacuation Drills

In accordance with State Law, Contractor will conduct school bus evacuation drills at least once during each academic year at no cost to the District. The District will prepare the evacuation schedules and the drills will be performed with the Contractor's driver and vehicle, with District personnel present, at the designated site, date and time. Contractor shall ensure each driver is capable in all respects of evacuating all students on the bus in case of a true emergency. The driver must be familiar with the needs, required equipment and restrictions each student may have and be able to accommodate these needs to ensure the student's safety on the bus, during an evacuation and off the bus. If District is already providing School Bus Evacuation Drills through the Transportation Department or another Contractor, this requirement is excused.

15.4. Van Evacuation Drills

Contractor shall ensure each driver is capable in all respects of evacuating all students in the vehicle in case of a true emergency.

16. SPAB/CHARTER BUS SERVICES

16.1. Arrival Time

Vehicles must arrive at Pick-Up location at least fifteen (15) minutes prior to departure time. This time is permitted to be included in the live time calculation for the trip provided the vehicle is standing by at the site for that amount of time.

16.2. Child Safety

In accordance with VC 28160, each SPAB driver shall follow the following directions. The driver shall only use the form provided by the District.

16.2.1. At least one adult chaperone shall accompany the students in each vehicle at all times. If a chaperone is not available to accompany the students in each vehicle then the Contractor is to contact the Transportation Representative for instructions as to whether to cancel at the site or if other arrangements can be made to meet the requirements of this paragraph.

16.2.2. Before departing any location, the driver shall have the chaperone sign, with time and date, their SPAB form stating the chaperone has an accurate list of all passengers on board and all are accounted for. This shall be signed by the chaperone on the take, return and at any authorized stops enroute to their destination.

16.2.3. The driver shall review all safety and emergency procedures with the group before the initial departure including, but not limited to, location and operation of all emergency exits, location and use of emergency equipment, how to stop the bus if the driver becomes incapacitated and how to contact the driver's dispatch office. The chaperone shall sign and date, with the current time, the SPAB form acknowledging that the vehicle's safety plan and procedures were reviewed.

16.2.4. After all pupils have exited the vehicle at any location, including the destination if the driver is doing both the take and return, the driver shall, before moving or stepping off the vehicle, check all areas of the vehicle including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant. The driver shall place his/her initials, with time and date, in the appropriate section on the SPAB form acknowledging they have completed this task.

16.2.5. The driver shall sign, with time and date, the SPAB Trip form verifying that all required procedures have been followed.

16.3. Short Notice Trips

The District shall be allowed to book and cancel athletic or club teams involved in "playoffs", on short-term notice. The definition of "short term notice" shall mean within twenty-four (24) hours of the event for booking and within twenty-four (24) hours of event for cancellation.

16.4. Overnight, Lodging, and Meals

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

16.5. Additional Fees

Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor. These expenses shall be detailed on the invoice.

16.6. Cancellation Charges

For single day trips the District agrees that Contractors may charge two hundred fifty dollars ($250.00) as a cancellation charge per bus, provided said cancellation notice is given by the District's Transportation Department Administrator or designee if less than one (1) week from the date of departure, three hundred dollars ($300.00) cancellation charge per bus on the date of scheduled trip (spot date) and three hundred fifty dollars ($350.00) cancellation charger per bus if the bus is cancelled at the school or field trip site. No cancellation charge is allowed if the cancellation request is made more than one week from the date of the trip. For multi-day trips the District agrees that Contractors may charge a two hundred fifty dollar ($250.00) fee for the first (1) day, one hundred fifty dollar ($150.00) fee for the second (2) day and one hundred dollar ($100.00) fee for the third (3) day as cancellation charges per bus provided said cancellation notice is given by the District's Transportation Representative less than two (2) weeks from the date of departure. If the cancellation request is made more than two (2) weeks from the date of the trip, no cancellation charge is allowed. Conversely, the District reserves the right to assess damages to the Contractor should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages, which may be assessed to the Contractor, shall be equal to the difference in trip fees between the Contractor's estimate and the cost of the replacement buses plus three hundred dollars ($300.00). The Proposer agrees by the act of his/her signing of the contract that the District shall have recourse for unauthorized cancellations. The definition of unauthorized cancellations shall mean a verbal or written notice of cancellation by the Contractor to the District regarding a reservation, charter order, trip agreement or other such verbal or written contract representing an agreed upon trip, or by a failure to show up at a site if the Transportation department has a confirmation in hand. This section shall not apply in the event of any school closure or for the suspension of Services.

16.7. Cancellation Due to Weather

Authorities for athletic events do not make a determination whether to cancel an event due to rain or other metrological events until noon (12:00 PM) the same day as the event. There shall be no cancellation charges by the Contractor for cancellations due to weather. Athletic trips may also be cancelled due to poor field conditions. There shall be no cancellation charges by the Contractor for cancellations with 48-hour notice due to poor field conditions.

16.8. Cancellation by Contractor

Cancellations, including the reason for such cancellation, shall be submitted in writing to the Transportation Administrator or designee no later than five (5) calendar days from the date of cancellation. In the event of a dispute between the Contractor and the District as to the validity of the reason for said cancellation, the judgment of the Director who oversees Transportation, or their designee, shall prevail.

17. TERMINATION

This Contract shall terminate upon expiration of the Term or any Renewal Term. During the Term or any Renewal Term, this Contract may be terminated pursuant to the following:

17.1. Contractor refuses or fails to perform services as required under any Contract Documents.

17.2. Contractor fails to comply with any term or condition of the Contract Documents.

17.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.

17.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.

17.5. Contractor furnishes a driver who does not meet the required license. Certificate and training criteria.

17.6. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District's instructions.

17.7. Contractor materially breaches one or more provisions of the Contract Documents.

17.8. Contractor fails to maintain insurance or a performance bond as required under this contract.

17.9. Contractor neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the services provided are not performed satisfactorily.

18. NOTICE OF TERMINATION

A Party intending to terminate this Contract pursuant to this section shall provide the breaching Party with written notice at least sixty (60) days **("Termination Notice Period")** before the effective termination date and provide the breaching Party with fifteen (15) business days after the date of receipt of the notice to terminate to cure **("Cure Period")** unless the District is terminating for its convenience without cause or the non-breaching Party agrees in writing to an extension of the Cure Period prior to its expiration. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective

the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

19. ADDITIONAL GROUNDS FOR TERMINATION

Notwithstanding any provisions to the contrary in this contract, this Contract shall terminate during the Term or any Renewal Term pursuant to any of the following:

19.1. Termination Due to Criminal Background Check

At the District's sole discretion and upon written notice by District to Contractor, may terminate this contract, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

19.2. Contractor Noncompliance with Applicable Laws

At the District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor, in performing services under this contract, fails to comply with federal, state and local laws and/or regulations and/or District policies that apply to Contractor's performance of services required by the Contract Documents.

19.3. Contractor Receivership, Bankruptcy, or Inability to Pay Debts

At the District's election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.

19.4. Contractor Unauthorized Assignment or Transfer of Contract

Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.5. Contractor Unauthorized Use of Subcontractor

Small School Bus, SPAB, Charter Bus, or van services shall not use a subcontractor without the express written permission of the District. Subcontractors shall be vetted and subject to all portions of this contract. Use of an unauthorized subcontractor constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.6. Contractor Failure to Procure and Maintain Required Insurance

If Contractor fails to maintain any of the insurance required by this contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

19.7. Contractor's Performance of Poor Services

The District has the right to cancel this Contract if the Contractor does not show up for a trip, is over thirty (30) minutes late for a trip on two (2) or more occasions during any the Term or any Renewal Term, provides a vehicle and/or driver that is not SPAB or school bus certified or does not provide a vehicle as specified in the order. In the event the Contractor fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Contractor agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

19.8. Non-Allocation or Insufficient Allocated Funds

Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Term or any Renewal Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this contract: (1) reduce or eliminate some or all funds to pay for this contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this contract.

19.9. License, Certification or Permit

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

19.10. Safety Compliance Report

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's terminal is rated unsatisfactory on their Safety Compliance Report and the facility is not brought to satisfactory condition within 120 days of the rating. Contractor shall notify District in writing within 5 days if they receive an unsatisfactory rating.

19.11. Termination for Convenience

District shall have the right in its sole discretion to terminate the Contract for its own convenience as provided herein. In the event of a termination for convenience, Contractor may invoice District according to the percentage of completed services up to the time of termination, and District shall pay all undisputed invoice(s) for services satisfactorily performed under the terms of this Contract performed until the date of District's written notice of termination.

19.12. Other Grounds for Termination

In addition to any other termination rights set in this Contract and without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Contract immediately by delivery of written notice to the other Party at any time if any of the following occur: (i) the other Party files a voluntary petition for bankruptcy which is not dismissed within ninety (90) days; (ii) the other Party discontinues its business; (iii) a receiver or trustee of any of the other Party's property is appointed and such appointment is not discharged within ninety (90) days; (iv) the other Party breaches a material provision of this Agreement and such default is not cured within fifteen (15) business days after written notice thereof; and (v) any of the representations or warranties made by the other Party in this Agreement prove to be untrue or inaccurate in any material respect.

20. RIGHTS AND OBLIGATION UPON TERMINATION

Upon termination of this contract, the following shall apply and shall survive termination of this contract:

20.1. **Generally**. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.

20.2. **Termination by District for Cause.** If District terminates this Contract for cause and not for convenience pursuant to the **Grounds for Termination** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this contract, the excess cost shall be charged to and collected from Contractor and/or its surety under the performance bond. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.

20.3. **Payment.** Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

20.4. **Return of District-Provided Records and Information**. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

21. INSURANCE REQUIREMENTS

Contractor, at its sole cost and throughout the Term or any Renewal Term, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

22. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

22.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include blanket contractual liability and shall not exclude coverage for child molestation. This insurance shall be endorsed to include the District and its officers, employees, agents and volunteers as an additional insured.

22.2. Workers' Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

22.3. Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

22.4. Sexual Abuse or Molestation (SAM) Liability

If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

23. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions

23.1. Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

23.2. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

23.3. Waiver of Subrogation

Contractor hereby grants to the District a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

23.4. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall

provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

23.5. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

23.6. Claims Made Policies

If any of the required policies provide claims-made coverage.

23.6.1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Services.

23.6.2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Services.***

23.6.3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Effective Date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

23.7. Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

23.8. Special Risks or Circumstances

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

24. FORCE MAJEURE

No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure event where the required services has been performed in accordance with this contract; provided, however, that the District shall not be required to compensate contractor if any school closure or the suspension of Services is caused by a Force Majeure Event (as defined herein). A **"Force Majeure Event"** shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; epidemic, pandemic, governmental/executive order, and/or related quarantine; strikes; lockouts; labor disputes; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

25. SUSPENSION OF SERVICES

Despite any provisions to the contrary in the Contract, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Term or any Renewal Term upon written notice provided to Contractor at least ten (10) business days before the suspension, delay, or interruption begins, except in the event of an emergency in which case District shall provide reasonable notice consistent with circumstance giving rise to the emergency. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption, or may state that any suspension is for an indefinite period **("Suspension Period")**. If during the Suspension period the District determines that the Suspension Period needs to be extended, the District shall provide notice consistent with this provision of an extension to the Suspension Period. Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this section or the suspension period; (2) Contractor shall only be entitled to compensation for Services actually performed up to the date that a suspension commences, and Contractor waives any right to compensation (including fixed costs) during the Suspension Period; and (3) Contractor shall resume performance of the Services on the next business day following the ending date of the suspension period.

26. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.

26.1. Indemnity Obligations

Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs **(collectively "Loss")** that are caused by District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents **(collectively "District Personnel")** from and against any Loss related the Services or this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

26.2. No Limitation by Insurance and Survival

Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this contract.

26.3. Risk of Loss

Contractor is not responsible for the loss, damage, or theft of personal property. Contractor is not responsible for the personal injury of customers, or third parties, caused by the negligent or intentional acts of the District, passengers or third parties.

27. DISPUTE RESOLUTION

27.1. Meet and Confer

The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this contract, including the alleged breach, interpretation, or application of this contract.

27.2. Mediation

If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.

27.3. Handling of Matters During Dispute

During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this article.

28. FINGERPRINTING AND CRIMINAL BACKGROUND

Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as "CRIMINAL BACKGROUND INVESTIGATION/FINDER PRINTING CERTIFICATION**"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is, pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this section.

29. ADDITIONAL PROVISIONS

29.1. Entire Agreement and Amendment

This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.

29.2. Applicable Law, Vendue, and Interpretation

This contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this contract shall be resolved or adjudicated in

the appropriate state or federal court in the county in which the District administrative offices are located, provided that nothing in this contract constitutes a waiver of immunity to suit by District.

29.3. Execution by Facsimile or in Counterparts

The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

29.4. Independent Contractor

Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.

29.5. Non Discrimination

Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.

29.6. Notices

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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if requested. All notices provided for herein shall be directed as follows:

If to District:	**If to Contractor:**
Mountain View Whisman School District	Durham School Services, L.P.
1400 Montecito Ave.	2601 Navistar Dr.
Mountain View, CA 94043	Lisle, IL 60532
ATTN: Dalewyn Spinks, Director of M.O.T.	ATTN: Contracts Administrator

29.7. Assignment and Transfer

Contractor shall not assign or transfer any of Contractor's rights or obligations under this Contract, including by operation of law or change of control or merger, without District's prior written consent. Notwithstanding the foregoing, neither Party shall assign this Contract without the prior written approval of the other Party.

29.8. Waiver

Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon

strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.

29.9. Severability

If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this contract.

29.10. Provisions Required by Law Deemed Inserted

Each 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 herein.

29.11. Advertising

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

29.12. Binding Effect and Third Party Benefits

This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this contract). Nothing in this Contract creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

29.13. Cumulative Rights and Remedies

Unless specifically provided in this contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this contract, or now or hereafter existing at law or in equity.

29.14. Headings

The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Dated: _____, 2025	Dated: August, 25, 2025
Mountain View Whisman School District	**Durham School Services, L.P.**
By: _____	By: _____ By: Durham Holding II, LLC Its General Partner

Print Name: _____	Print Name: Paul Egger
Print Title: _____	Print Title: Vice President, Charter

EXHIBIT "A" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

Contractor shall provide Services based upon the following rate schedule, as more precisely described in Exhibit A:

[Insert Rate Schedule OR Bid Form. If Bid Form Used, use the sentence below]

The "Base Rates" and the "Additional Rates" shall be the only rates Contractor is entitled to invoice District for Services.

EXHIBIT "B" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SERVICES TYPES AND SCOPE OF WORK

1. Contractors that provide Small Bus/Van transportation services to and from school related activities. Trips typically consist of transportation to and/or from field trips, club events, or athletic events, for one day trips. Trips under this provision could occur on weekdays and/or weekends. Buses shall be equipped with storage compartments sufficient for the group's equipment.

2. Contractors that provide SPAB/Charter Bus transportation services to and from school related activities, from one or more schools as designated by the District's Transportation Department. Typical trips consist of transportation to and from field trips, club events, or athletic events, in the midafternoons and/or from events in the late evening. Some trips may include an overnight stay. Buses shall be equipped with storage compartments sufficient for the group's equipment.

EXHIBIT "C" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. DRIVER REQUIREMENTS

1.1. Contractor shall assign the same driver to the same trip and school club/team whenever possible.

1.2. Contractors providing van service shall provide all drivers with training in car seat installation by a certified instructor. Additionally, for Contractors providing van, SPAB or school bus service, District will notify Contractor that the driver assigned to a student's service may require additional training to accommodate a student's condition when the student is identified as having specialized medical, behavioral or other problems or needs. These can include, but not limited to, buckle guards, support vests, safety vests (harnesses) and wheelchair tie-downs. Contractor shall supply these items as needed.

1.3. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs. Contractor shall notify the District's Transportation Representative a minimum of 7 calendar days prior to the meeting. The notification shall include date, time and location of the meeting and planned topics.

2. CONTRACTORS REQUIREMENTS

2.1. During the Term or any Additional Term, Contractor shall provide an adequate number of qualified and trained drivers to cover all needed transportation services.

2.2. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract, including, without limitation: training sufficient to obtain a School Bus Driver's Certificate; training to ensure proficiency in the type(s), brake system(s), or transmission(s) of vehicle(s) to which any driver might be assigned, prior to a driver employed by the Contractor performing Services under this Contract.

2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.

2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times. Each driver providing Services under this Contract shall be responsible for student discipline on vehicles as specified in section 14103 of Title 4 of the California Code of Regulations.

2.5. Drivers, including those not required to hold a commercial license, shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as "**Drug-Free Workplace Certification"** and incorporated by reference**.**

2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal, state and local regulations and policy concerning their use.

2.7. Drivers are required to be well groomed. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a timepiece with them while on duty so that the drivers can maintain established scheduled times.

2.8. Drivers shall be trained and certified in pediatric first aid by a certified California Emergency Medical Services Authority. Cardiopulmonary resuscitation (CPR) certification is recommended but not required.

2.9. It shall be the driver's responsibility to see that car seats, seat belts, safety vests, harnesses, or any other restraint or safety devices are fastened, adjusted, and properly worn as soon as the student enters their seat and for the duration of the trip. If a parent, guardian, aide, teacher or other person responsible for the student off the vehicle does not "buckle in" or "unbuckle" the student, the driver is responsible for performing this task. The driver is ultimately responsible for ensuring the student is properly secured in their seat.

2.10. Upon request, a qualified representative from the Contractor shall attend Individualized Education Program (IEP) meetings, behavioral conferences and other required meetings.

2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement with an employee, person, group, or organization that will interfere with Contractor's ability to perform fully of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. The District shall have the right to require the Contractor to remove a driver from operating a vehicle on a route or trip if the District determines the Driver is not qualified to safely operate a vehicle in accordance with the District's standards and goals. However, the District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on the District's part.

2.12. At all times during the Term and any Renewal Term, Contractor shall provide adequate number and qualified and trained drivers to cover all transportation services as District may need. Should Contractor fail to provide sufficient drivers, the District may secure such services and reduce the Contractor's next invoice by the cost of such services.

2.13. Contractor shall ensure compliance with Education Code section 49406, subdivision (l). Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Effective Date to not have active tuberculosis. If during the Term or Renewal Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract. Repeat tuberculosis examinations shall be completed every four (4) years.

2.14. Contractor shall ensure that each driver employed by Contractor shall be in good health to ensure that adequate service is provided to the District. Contractor shall ensure compliance with Motor Carrier Safety Regulations (Title 49, sections 391.41 through 391.49 of the Code of Federal Regulations). Prior to performing transportation services under this Contract, every driver employed by Contractor shall submit to the Contractor a completed Medical Examiner's Certificate. At District's request, Contractor shall provide the District the Medical Examiner's

Certificate of any driver providing transportation services under this Contract. Contractor shall ensure that any contractor of employment for any employee providing Services under this Contract shall consent to such release.

3. LIQUIDATED DAMAGES FOR REFUSAL OR FAILURE TO PERFORM TRANSPORTATION SERVICES

3.1. Assessment of Liquidated Damages. Except for the first two (2) days at the start of the Term, Contractor's refusal, failure, and/or delay in performing the services as required by the Contract shall subject Contractor to liquidated damages. During the first two days of the start of the Term, the District understands there will be delays and that the Contractor will make every effort to run on time but in no way permit a Contractor to refuse or fail to provide services.

3.2. Amount of Liquidated Damages. The actual occurrence of damages and the actual amount of damages that District would suffer if the services were not performed in accordance with the Contract Documents are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages. Damages the District would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of District, and participating school districts; costs of administration; and the loss suffered by school districts and students who use the transportation services that Contractor is required to provide under the Contract Documents. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to District due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that District shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents:

3.3. Missed Entire Trip. If Contractor fails or refuses to perform services for an entire scheduled Trip, Contractor shall pay to District, for each day that such services are required, an amount equivalent to the ONE TIMES (1X) the Trip Rate applicable to the Trip ("Missed Entire Trip Charge"), in addition to forfeiting any right to collect the Trip Rate applicable to the Trip for that particular day.

3.4. Missed Portion of Route. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Trip or Contractor is late by more than 15 minutes on the run due to Contractor's fault, Contractor shall pay District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Trip Rate (or typical hourly and mileage rate for that route) applicable to the Trip ("Missed Portion Trip Charge"), in addition to forfeiting any right to collect the Daily Trip Rate applicable to the route for that particular day as prorated based on the portion of the Trip Time that Contractor has not performed in comparison to the Trip Time that Contractor performed. Delayed runs that are not Contractor caused (i.e., traffic accident, weather or another similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

3.4.1. **Missed Students.** If any student is not picked up and/or dropped off for a Route due to neglect by the Contractor's, the Contractor shall on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion of Route Charge** and liquidated damages will be assessed accordingly.

3.4.2. **Deduction from Payments Due to Contractor**. If Contractor becomes liable for liquidated damages as indicated herein, District, in addition to all other rights and remedies under this contract and applicable laws, shall have the right to deduct and

retain from any payment due to Contractor an amount equivalent to the liquidated damages that District assesses pursuant to this Section.

3.4.3. The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District. This is a zero tolerance standard of performance.

EXHIBIT "D" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

CHARTER CONFIRMATION FORM

ITINERARY: The Carrier's driver will adhere to the following itinerary and provide the following Services. Any changes must be approved by a Carrier representative and may result in additional fees charged to the Customer. All itineraries are subject to review and approval by the Carrier. Carrier is not responsible for fulfilling itineraries developed by the Customer, which indicate a time that the Customer expects to arrive at certain locations after the initial pick up time.

Type of Trip: ____ Single Trip ____ Round Trip ____ Multiple Destination

Pick Up Date: _____ Time _____ AM/PM Number of Passengers: _____ children _____ adults

Number of Buses: ____ Type of Bus: _____ Air-conditioned: ____ Y/N
Wheelchair Access: ____ Y/N (incl. storage)

From:
_____

To:
_____

Departure Date: _____Time: _____ AM/PM

From:
_____

To:
_____

List any additional stops or destinations:

_____

PAYMENT: Full payment for undisputed Services are due thirty (30) days after the scheduled Pick-Up Date. A final invoice will be sent to Customer for any additional charges or overages after completion of the trip.
FEES: The Customer agrees to pay the Carrier the following fees:

Rate for Services	$_____ *(per vehicle, per trip)*
Cancellation Fee	$_____ *(per vehicle)*
Additional Charges (parking, tolls, entrance fees, etc.)	$_____
Cleaning Fee	$_____

The fees for the Services are subject to the itinerary above and any changes may result in additional fees. There will also be a charge of $_____ per hour for any trip over _____.

ADDITIONAL CHARGES: The Customer shall be responsible for all parking expenses, tolls and park entrance fees at time of service.

CANCELLATIONS: See Response.

RESPONSIBLE PARTY: The Customer identifies the following person to be the primary point of contact who will be available, if needed, during the charter trip.

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

AUTHORIZED CONTACTS: The Customer identifies the following person(s) as additional authorized contacts as it relates to the itinerary and Services.

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile
_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile
_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

Customer's authorized signature below demonstrates full acceptance and acknowledgement of the terms and conditions of this Charter Confirmation and the Transportation Services Agreement between the Customer and the Carrier.

_____	_____	_____
Authorized Signature	Print Name/Title	Date Signed

EXHIBIT E

CHARTER PASSENGER POLICY

Purpose
This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

Scope
This policy prohibits the following acts on any Carrier vehicle which is used as part of the services Carrier provides to Customer under the Agreement:

- Smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form.
- With the exception of peace officers, carrying aboard any weapon.
- Carrying aboard any flammable or explosive substance except for matches and cigarette lighters. For example, cooking stoves, propane tanks and other fuels are prohibited. Carrying aboard any package or article of a size which will block any aisle, emergency exit, or stairway of the vehicle.
- Carrying aboard any animal not housed in an enclosed carrying container. Such container cannot block or hinder travel in the aisle, emergency exit, or stairway. Service animals are allowed.
- Carrying aboard a stroller unless such item is folded and unoccupied. Strollers must remain folded while aboard the vehicle and must not block or obstruct an aisle, emergency exit, or stairway.
- Playing radios or other audio devices or musical instruments aboard unless the only sound produced by such item is emitted by a personal listening attachment (earphone) audible only to the person carrying the device producing the sound. An exception exists for peace officers, security guards, and for Carrier officials while performing their official duties.
- Littering, discarding, or depositing any trash, debris, or offensive substances in non-appropriate places.
- Spitting, urinating, or defecating.
- Damaging, writing upon, or otherwise defacing or altering property.
- Fighting or engaging in any violent, tumultuous, or threatening behavior.
- Making excessive and unnecessary noise, or using profanity.
- Obstructing the free movement of passengers.
- Interfering with the safe operation or movement of a Carrier vehicle or operator.
- Standing or otherwise occupying any space in front of the line marked on the forward end of the floor of the vehicle or otherwise conducting himself in such a manner as to obstruct the vision of the vehicle operator while the vehicle is in motion.
- Impeding the opening of, or interfering or tampering with, or otherwise obstructing the operation or use of, any window, door, or other emergency exit.

- Standing in the way of direction or impeding the vehicle from moving.
- Posting or removing any notice or advertisement unless authorized by a Carrier official.
- Throwing any stone, wood, snow or other substance at, into, or from any Carrier vehicle.
- Gambling or soliciting others to engage in gambling.
- Engaging in any activity prohibited by State, County, or Municipal law.
- Entering or exiting a Carrier vehicle through the rear exit door unless directed by a Carrier official or in the event of an emergency.
- Climbing through a window or extending an arm, leg or head out the window of any Carrier vehicle.
- Hanging onto or attaching oneself to any exterior part of a Carrier vehicle while the vehicle is resting or in motion.
- Running or engaging in any horseplay.
- Refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

Compliance

If a Carrier operator encounters any individual(s) violating this policy on a Carrier vehicle, the operator will ask the individual(s) to stop the activity or leave the premises. If the individual(s) persist in their conduct, the Carrier will notify a peace officer who will take the appropriate action. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges.

DRUG-FREE WORKPLACE CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and Durham School Services, LP (The "Contractor" or the "Bidder") (The "Contract").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The District is not a "state agency" as defined in Government Code section 8350 et seq., the DrugFree Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b. Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace.
(2) The person or organization's policy of maintaining a drug-free workplace.
(3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
(4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

d. Requiring that each employee transporting students participate in a Drug Testing Program in compliance with 49 CFR Part 382.

Contractor agrees to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:	August 25, 2025
Proper Name of Contractor:	Durham School Services, LP
Signature:	By: Durham Holding II, LLC Its General Partner
Print Name:	Paul Egger
Title:	Vice President, Charter

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

For the Transportation Services – School-Related Activities Agreement ("Contract") between the Mountain View Whisman School District ("District") and Durham School Services, LP ("Contractor"or "Bidder").

1. **Education Code**. The undersigned does hereby certify to the governing board of the District as follows:

   The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it 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 students in the course of providing services pursuant to the Contract, and the California Department of Justice has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: http://oag.ca.gov/fingerprints/agencies) 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 the Contractor's employees and of all of its subcontractors' employees who may encounter the District students during the course and scope of the Contract is attached hereto.

2. **Megan's Law (Sex Offenders).** Contractor has verified and will continue to verify that the employees of Contractor that will be performing services and the employees of the Subcontractor(s) that will be performing services 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 encountering the District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: August 25, 2025

Proper Name of Contractor: Durham School Services, LP

Signature: By: Durham Holding II, LLC
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

WORKERS' COMPENSATION CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and Durham School Services, LP (the "Contractor" or the "Bidder") (the "Contract").

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 Services of this Contract.

Date: August 25, 2025

Proper Name of Contractor: Durham School Services, LP

Signature: By: Durham Holding II, LLC
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

(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.)

RUSSIAN SANCTIONS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

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 Bidder, as a potential contractor 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 Bidder is awarded the Contract with the District and the Contract has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that Bidder is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps that Bidder 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 certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: August 25, 2025

Proper Name of Bidder: Durham School Services, LP

Signature: By: Durham Holding II, LLC
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

IRAN CONTRACTING ACT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☑ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a bid pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid**.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: August 25, 2025

Proper Name of Bidder: Durham School Services, LP

Signature: By: Durham Holding II, LLC
Its General Partner

Print Name: Paul Egger

Title: Vice President, Charter

TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT
BY AND BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND
ZUM SERVICES, INC.

THIS TRANSPORTATION SERVICES – SCHOOL-RELATED ACTIVITIES AGREEMENT ("Agreement" or "Contract") is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the Mountain View Whisman School District (the "District" or "Owner") and Zum Services, Inc. ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" or referred to collectively as the "Parties."

WHEREAS, the District desires to obtain and the Contractor agrees to provide certain transportation services commencing on or around _____ for the 2025-2026 school year on an as needed basis as set forth herein ("**Services**"), subject to annual four (4) annual renewal options at the District's discretion, by entering into this Contract pursuant to the terms of California Education Code section 39800 et seq., and all other applicable laws; and

WHEREAS, the Contractor agrees to perform the Services described in this Contract in accordance with the standards of its profession, to District's satisfaction pursuant to the terms herein.

NOW, THEREFORE, the Parties agree as follows:

1. TERMS AND CONDITIONS

Contractor shall provide the Services hereunder pursuant to the Contract and the supplemental terms and conditions set forth in **Exhibits "B" and "C"** hereto.

The term "Contract Documents" as used in this Contract shall include: (1) this Contract; (2) Contractor's Bid Form; (3) Exhibit A; (4) Exhibit B; (5) Exhibit C; (6) Drug-Free Workplace Certification; (7) Fingerprinting/Criminal Background Check Certification; (8) Worker's Compensation Certification; (9) Russian Sanctions Certification; and (10) Iran Contracting Act Certification.

2. SCOPE OF WORK

2.1. Contractor shall furnish all labor and equipment, including vehicles, personnel, fuel, tools and related equipment, materials and supplies, required to provide the District with Services for persons designated by the District as set forth in the bid forms to and from points as directed by District. Contractor shall maintain and operate all vehicles and equipment safely and in a good and competent manner in accordance with this contract and all applicable laws.

2.2. The District reserves the right to change and/or modify school hours, adjust school start and ending times, change any aspect of or delete established routes, and add new routes, change, increase, or decrease the number and type of vehicles required, change any school site to which services will be provided, and/or change the number of the students assigned to a vehicle or route, subject to the requirements in Section 6 et seq., "Field Trip Booking".

2.3. If the Contractor does not have the required vehicle(s) and/or trained personnel available or the District determines that the needs or preferences of the District and/or a certain student(s) requiring transportation services at the District's discretion will be provided by another company or entity, own expense and without any notice, obligation, or liability to Contractor, then District may retain another company or entity to provide transportation services for the District. Such

retention and use of another company or entity shall not constitute or be deemed a breach of any provision of this Contract.

2.4. Contractor acknowledges that it shall be providing Services to the District on as as-needed basis. District shall contact Contractor prior to the commencement of specific Services by the Contractor to determine whether Contractor has availability. The booking of as needed Services shall be performed consistent with Section 6 et seq., "Field Trip Booking", as it relates to the process for booking transportation services. Contractor acknowledges that by providing Services on an as-needed basis that it is not guaranteed Services or routes under this Contract up to and until a Trip is scheduled and confirmed. Any contractual provision referencing repeated or standard/daily routes shall not be applicable to Contractor unless said routes fall within the Services requested by District, at which time routes will be established by the Parties.

3. GENERAL CONTRACT TERMS

3.1. Contract Term and Renewals

The term of this Contract shall commence on _____ through _____ unless the Contract is terminated earlier pursuant to the terms herein ("Term"). Upon expiration, the District shall have the option, in its sole discretion, to renew and extend the term of this contract for four (4) additional terms of one year each school years, upon written notice from District at least sixty (60) days prior to the expiration of the preceding term, if at all ("Renewal Term"). Any Renewal Term shall be subject to the same terms and conditions set forth in this Contract.

3.2. Commencement of Services

Contractor shall commence services under this Contract no later than the **15 days** prior to the first day of school. Contractor is responsible for taking any preliminary steps with respect to employees or vehicles prior to the first day of school such that the Contractor can promptly providing transportation services to the District. Because District operates education programs on multiple school sites, some of which are on schools operated by school districts, the first day of school will generally be determined by the District. Before Contractor may commence any services, the Parties must execute the Contract and Contractor must provide the proof of insurance and of all other documentation required by the Contract Documents.

4. COMPENSATION

To the extent applicable, District shall pay Contractor in accordance with the Route Schedule, the Rate Schedule attached hereto as **Exhibit A** and incorporated herein by reference, and in accordance with this Payment and Payment Schedule Provision as they may be amended from time to time during the Term. Time spent for transportation services under this Contract shall be calculated based on the service types stated in **Exhibit "A"** and in accordance with the following subsections.

[TO BE ADJUSTED BASED ON SERVICES PROVIDED BY CONTRACTOR]

4.1. **Small School Bus and Van Trips**. District shall pay Contractor the applicable rate for each trip that Contractor actually provides transportation services for.

4.2. **SPAB/Charter Trips**. District shall pay Contractor the agreed upon amount applicable for each trip the Contractor performs services.

4.3. Lunch, Break, Other Leaves, and Layover. District is not obligated to pay Contractor for any time spent by Contractor's employees for lunch, break, or other leaves before, during, or after any service and any such time shall not be included in the billed hours.

5. INVOICE AND RECORDS REQUIREMENTS

[SELECT "SMALL SCHOOL BUS/VAN" AND/OR "SPAB/CHARTER" BASED ON AWARDED SERVICES]

5.1. Small School Bus/Van

Contractor shall submit to District, on or before the 10th of each calendar month, a detailed invoice setting forth, at a minimum, a description of and the total cost for each Trip for which Contractor is requesting payment. Upon receipt of an invoice and if District has any objections to it and/or requires additional information or supporting documentation, District shall notify Contractor in writing and Contractor shall provide District with the required additional information and/or supporting documentation within five (5) business days of Contractor's receipt of District's notice. Contractor shall include accurate monthly student counts in each monthly invoice to District. Contractor shall also provide District with year-end reports that include all accounting information as specified by District. Contractor shall submit invoices for payment to the District's Transportation Department, 1400 Montecito Ave., Mountain View, CA 94043. District shall pay undisputed amounts within thirty (30) days.

5.2. SPAB/Charter

Contractor will submit an invoice to the District net thirty (30) days after delivery of the Services. If submitting a paper invoice, the Contractor will provide two (2) copies of the invoice. In order to facilitate payment and provide key information for our records and reference, the Contractor must adhere to the following instructions. The invoice shall:

5.2.1. List the Pickup point(s) and destination(s)

5.2.2. Provide a description of the trip

5.2.3. Include total Live and Deadhead miles

5.2.4. List scheduled and actual pickup and drop times

5.2.5. Provide exact passenger count(s)

5.2.6. Include a fully completed SPAB Trip form for each vehicle. The SPAB form shall be one provided by the District

5.2.7. Reference the District Purchase Order number

5.2.8. List charges or credits associated with the Fuel Escalation clause, if applicable, as a separate line item

5.2.9. List separately any taxes payable, if applicable, by the District

5.2.10. List charges and fees, if applicable, as separate line items

5.3. Record Keeping

Contractor shall provide to District within five (5) business days of District's request all pertinent books, records, reports and documents requested by District, including but not limited to the following (to the extent applicable to the Services performed):

5.3.1. Weekly report on all late or missed trips, and stating the cause of the problem and corrective action(s) taken.

5.3.2. Accurate trip records identifying the trip, bus number, type of trip, number of students carried daily, time of trip and miles traveled.

5.3.3. Copies of all California Highway Patrol, California Motor Carrier and Federal Department of Transportation vehicle inspection reports on Contractor's vehicles.

5.3.4. District may carry out such monitoring, evaluation, and auditing of any records required by this Contract, as District may deem necessary after written notice to Contractor.

5.4. Use and Handling of Confidential Records and Information

To the extent confidential materials, as this term is defined in this section, are provided to Contractor for its performance of this Contract, Contractor and its officers, employees and agents shall: (1) protect the confidentiality and maintain the security of the confidential materials; (2) not release, disseminate, or publish the confidential materials, except as required by law or a court order, as may be permitted under this contract, or as District may authorize in writing; (3) not use the Confidential Materials for any purpose not related to the performance of this contract; and (4) protect all confidential materials, including those materials saved or stored in an electronic form, by adequate security measures to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. **"Confidential Materials"** shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this section shall survive the termination of this contract.

5.5. Required Document for Payment

At the same time that Contractor delivers to District this Contract signed by Contractor, Contractor shall submit to District, at District's request and as applicable, all documents that District may require to establish the necessary process to make payment to Contractor.

6. OPERATION PROCEDURES

6.1. Manager and Supervisor Staff

Contractor shall provide, at a minimum, the following management and supervisory staff:

6.1.1. General Manager

To deal directly with District on all matters concerning the implementation and operation of this Contract.

6.1.2. Dispatcher

To be used for dispatching and controlling routes, trips and schedule implementation as agreed upon by the Parties (this may be a shared responsibility of the General Manager).

6.1.3. Driver Instructors and/or Safety Program Specialist

Contractors providing small school bus or SPAB/Charter services shall have staff be certified by the California Department of Education as certified instructors as required and shall be qualified to train Contractor's drivers, both in the classroom and behind the wheel, as required by law and practical operating procedures. Contractors providing van services shall have Instructors and/or Safety Program Specialists, or equivalent, providing training to drivers on topics including, but not limited to, safe driving practices and techniques for working with students with special needs.

6.1.4. Fleet Maintenance Supervisor for Small School Bus & SPAB/Charter Busses

To be responsible directly to the General Manager for the safety and mechanical condition of Contractor's vehicles. Contractor providing small school bus or SPAB/Charter Bus services must establish and maintain a complete and effective prevention maintenance program with complete and accurate maintenance on each vehicle, which records shall be available for District's inspection at all times.

6.2. Contact Person

A member of Manager or Supervisory staff shall be on duty a minimum of 30 minutes before the first driver comes on duty and remain on duty for a minimum of 60 minutes after the last driver goes off duty. Contractor shall provide to the Transportation Department an after-hours telephone number in case of problems or emergencies. This contact person shall have ready access to all drivers who provided service to the District during the day. For as needed services, the contact person shall be responsible for receiving Service requests from the District, and to corresponding with District regarding reservations.

6.3. Standby Personnel

Contractors shall employ additional drivers and support staff required to cover absence of drivers and staff throughout the contract term. The number of substitute employees shall be at Contractor's discretion to assure that all established routes are covered at all times by qualified and trained drivers.

6.4. Training and Evacuation Drills

Contractor shall comply with all California laws governing the safe operation of the vehicles required by this Contract and the training of personnel as it relates to the safety of students transported under this Contract. While vans are not required by law to perform evacuation drills, the driver shall be familiar with the student's needs and abilities. Van drivers shall discuss what would happen if they need to evacuate the vehicle and do a mock drill if it is safe to do so. As per California Education Code Section 39831.5, school bus contractors shall provide training to students at least once each school year instructions including, but not limited to, school bus safety, school bus evacuation, and emergency exit drills. These drills shall be held according to the schedule provided by the District with a District representative present. If such drills are already held by the District, no such drills are necessary.

6.5. Student Discipline on School Bus, Van, Car or Cab Vehicles

6.5.1. Contractor shall maintain proper student supervision and monitoring for the safety of all persons aboard a vehicle. Contractor's driver shall be a reporting agent only and is not to perform acts of discipline upon any students.

6.5.2. Drivers shall maintain orderly conduct of students while students are riding on any vehicle operated by Contractor or while being escorted across any street, highway or road by driver.

6.5.3. Contractor's drivers and employees are not authorized to remove students from any vehicles except at the student's stop, school of attendance or other location as designated by the District. Unless otherwise authorized, students shall be met by authorized school personnel or parent/guardian.

6.5.4. For transportation services, Contractor shall report any student behavior problems that develop on a vehicle through issuance of a District-approved Pupil Conduct or Incident Report to District site administrator to advise of behavior problems or other relevant issues. The District shall receive a scanned copy of each written conduct or concern report within 24 hours of the submission of the report to the contractor by the driver.

6.5.5. The driver is responsible for rider behavior and discipline in the vehicle as specified by law, policy, Behavior Support Plans, etc. No pupil will be suspended from a vehicle without approval of the District Transportation Representative and written notification of the principal of the school of attendance.

6.5.6. Contractor is responsible to inform students and parents of California laws regarding safety and behavior. The Contractor shall provide District-provided information to each family annually, including new students who are added to the route.

6.6. Field Trip Booking

The District Transportation Department is the exclusive booking agent for the District. All Trips must be authorized and booked by the Transportation Department. The Contractor shall not accept any bookings from anyone other than the District Transportation Department for any school or department that is a part of the District. The Contractor must make reasonable efforts to identify when an individual, travel agent or other party is representing a Mountain View Whisman School District school or department. The Contractor is required to direct the representatives to contact the Transportation Department for the actual booking. Failure to comply may result to cancellation of the Contract. The District may request transportation services verbally or in writing. However, verbal orders must be acknowledged in writing by the Contractor within five (5) calendar days from the date of the order on the Contractor's standard confirmation form. The Contractor MUST provide the District Transportation Department with written confirmation of a booked trip within one (1) week from the date the trip was booked. The confirmation shall state, at a minimum:

6.6.1. Date of confirmation

6.6.2. Name of Transportation Department representative

6.6.3. Date(s) of trip

6.6.4. Pickup point(s)

6.6.5. Destination(s)

6.6.6. Number of passengers expected

6.6.7. Number of buses to be provided, with capacity for each

6.6.8. Estimate of cost for the trip

6.6.9. Include any expected charges or surcharges beyond the Contractor's usual rate.

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

6.7. Inter/Intrastate Travel

The District will contract with Contractors for transportation services for both intrastate and interstate travel. Interstate travel is limited to adjoining states only. The District understands that SPAB requirements are invalid outside of California. In the interest of safety when the SPAB is outside California, the District requires the Contractor's driver to operate the vehicle as if it were still in California, following all SPAB laws and regulations to the fullest extent possible.

6.8. Designated Stops

The District shall designate where stops are to be made for the purpose of receiving or discharging students. No driver shall stop to receive or discharge students except at stops designated by the District. If, because of changing physical or traffic conditions, a designated stop becomes hazardous, as defined by applicable laws and regulations or in the opinion of the Contractor, Contractor shall immediately notify the District Transportation Representative, who has the authority to designa**te** a new stop.

6.9. Route and Trip End Points

6.9.1. The point at which mileage and hours end for any trip or route is, for a one-way trip, at the destination defined by the District. The Contractor is responsible for the cost of all deadhead time and miles.

6.9.2. The point at which mileage and hours end for a round trip charter is back at the original pickup location. A SPAB contractor can include the time specified in the "Field Trip Arrivals" section as part of the claimed live time if the vehicle is actually standing by at the site during that time.

6.10. Route and Trip Service Disruptions

Any change in normal service or disruption of service (i.e.: equipment breakdowns, lost or ill drivers, pupil disruptions, pupil illnesses or injury, routes running late, etc.) provided by the Contractor, shall be reported to the District as soon as possible, but in no case later than fifteen (15) minutes from the time the Contractor is aware of such a situation.

6.11. District Trip Changes

District, with **twenty-four (24**) hour notice to Contractor, may:

6.11.1. Change the time and location of pickup and drop-off of students for any Trip, or the starting and ending time and location of any Trip. Contractor shall implement the change on the date specified by the District.

6.11.2. Change the number of students for any Trip.

6.12. Contractor Route Changes

If at any time during the Contract Term, Contractor determines that transportation services can be improved by revising a Trip route, scheduling, and/or vehicle assignments, Contractor shall confer with and seek District's written approval before implementing any changes to any Route.

6.13. District Closures

6.13.1. District shall not be obligated to compensate Contractor in any way (including any fixed costs) for any Services on those days when any schools and classes are closed, either by the District or by any local, state, or federal authority, to insure the health and safety of students or for any other lawful reason. The decision as to the need for closing a school at the start of the day or for early dismissal during the day shall be made by District or another public agency. If any school closure occurs when any needed Services have been booked by the District, the school closure shall cancel the booking and the District shall not be obligated to compensate Contractor in any way (including fixed costs) for Services. District shall endeavor to provide Contractor reasonable notice of any school closure consistent with the circumstances giving rise to the school closure.

6.13.2. Contractor shall, taking into consideration the safety of operations, operate during inclement weather conditions and will provide for appropriate equipment and trained personnel, and will implement alternate vehicle routes, as necessary, and approved by District under such inclement conditions. Foggy day schedules shall be determined by District or other public agencies and communicated to Contractor.

6.14. Accident and/or Citation

In addition to notifying the California Highway Patrol of any accidents, the Contractor shall report all accidents with students on board immediately by telephone to the District Transportation Representative. A list of student names, including birthdates, who were in the vehicle, shall be delivered to the Transportation Representative within two (2) hours of the accident accompanied by a concise description of the accident or incident. A copy of the Contractor's accident report must be delivered as soon as reasonably possible after each occurrence, but in no event later than two (2) working days after the accident. A copy of the police report of each accident or incident shall be provided as soon as it is available. All accidents that occur on deadhead time, which will have any effect on the on-time performance of the trip, run or route, must be reported. These accidents are to be reported by telephone and what vehicle and/or driver are being substituted if substitution is required. No other reporting is required. All accidents or citations that involve Contractor's personnel while in operation pursuant to this Contract shall be reported to District. Accidents involving injuries to students or other persons shall be reported to District **immediately** after Contractor is notified of them. Contractor may deliver accident information by telephone but Contractor must provide to District a written report, which includes all pertinent information, as soon as reasonably possible after each accident, but in no event later than three business days after the accident. Contractor shall notify the District representative of any citations with students aboard within two hours of the incident accompanied by a concise description of the incident.

7. VEHICLES REQUIREMENTS AND CONDITION OF VEHICLES

Throughout the term, Contractor shall comply with each of the following standards and requirements for each vehicle used to transport students under this contract.

7.1. All vehicles shall be not more than twelve (12) years old as indicated by the year of manufacturer.

7.2. Vehicles transporting twenty (20) passengers or more shall be equipped with high top (extended) roofs. All vehicles shall be equipped with appropriately approved seat belts.

7.3. Contractors must comply with all California and District requirements regarding the installation and use of harnesses, restraints, vests, buckle guards, seatbelts and other devices as required by students on vehicles.

The Parties shall communicate and coordinate regarding the particular trips, schedules, types and number of vehicles, and the students who Contractor will transport. Contractor shall maintain a supply of spare vehicles in sufficient quantity and safe condition to maintain uninterrupted services to District under this Contract. Stand-by vehicles shall meet the same equipment and capacity requirements as vehicles assigned to an established bus route.

8. COMPLIANCE WITH LAW

Operations and services covered by this contract must comply with applicable laws, ordinances and other legal requirements including, but not limited to, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C. It is the policy of the District that in connection with all work performed under this contract there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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. While performing the services and duties required under the contract, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, Federal, State and County Regulations, other State agencies (i.e. AQMD), City of Mountain View and the County of Santa Clara and the District relating to the transportation of students.

9. VEHICLE MAINTENANCE

Contractors shall keep and maintain all vehicles in good operating, running and mechanical condition, and in a clean and sanitary condition, adequate for the use and purpose for which the vehicles are intended and in compliance with applicable laws. Repairs shall be completed promptly. Contractor shall make any or all vehicles available in Contractor or District's facilities for inspection by District or District's agents for up to four inspections each calendar year. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities, District's facilities or at a specific school site during a regular run. Date and times of inspections will not be posted in advance. District may inspect vehicles at any time to determine whether Contractor is maintaining the vehicles in a clean, sanitary, and safe condition. These inspections may be conducted at Contractor's facilities or at a specific site during a regular run or trip. Date and times of inspections may not be posted in advance.

10. VEHICLE EQUIPMENT

Equip all vehicles with, at a minimum, all components (1) required by law, (2) described in this contract, or (3) agreed to by the Parties in writing. Provide all required, appropriate, or related supplies, equipment, and materials in compliance with laws applicable to vehicles used to transport students in the State of California. Any equipment required by law or by a change in any applicable laws shall be made by Contractor at Contactor's sole expense.

11. VEHICLE COMMUNICATION DEVICE

Equip all vehicles used to provide transportation services under this contract with an immediate means of communication to Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission, and/or mobile phone.

12. VEHICLE REPLACEMENT

Notwithstanding the foregoing, in the event that a vehicle does not perform to the reasonable satisfaction of the District, the District shall have the right to demand that vehicle be retired from service under this contract, and the Contractor shall thereafter replace it with a vehicle satisfactory to the District. The Parties agree that a vehicle that cannot start or complete its scheduled trip for two (2) trips during a one-month period is presumptively not performing to the reasonable satisfaction of the District, and that such presumption is conclusive of the issue.

13. ANTI-IDLING

The District requires all vehicles, buses, cars and vans, working under contract to completely comply with the California anti-idling regulation, 13 CCR 2480, working to preserve the health of students and the public. A charge of $50 may be assessed against the Contractors invoice for the trip for each violation observed by a District representative**.**

14. FUEL PURCHASES

Contractor will purchase, at its sole expense, and provide the fuel Contractor uses in providing transportation services to District under this Contract. Vehicles powered by diesel fuel shall comply with 2017 or newer emissions standards. Unless pre-approved by District in writing, District is not obligated to and shall not pay or reimburse Contractor for any materials, supplies or other items relating to services provided by Contractor under this contract. Contractor shall be solely responsible for the cost of all labor, equipment, materials, and supplies necessary and proper to provide services to District under this contract.

15. SMALL SCHOOL BUS/VAN REQUIREMENTS

15.1. GPS.

All buses are required to be equipped with vehicle speed and location recording devices (GPS). Each Proposer shall provide software, passcodes and access to real time and archived data for use in the office of the District's Transportation Representative.

15.2. Video

All buses are required to be equipped with digital video recorders and a minimum of three cameras, with audio, per vehicle. Contractor shall annually notify parents in writing, in English and Spanish, that their students will be recorded. The District strongly recommends GPS be synchronized with video, and the software be capable of simultaneously viewing a moving map of the path of the bus with synchronized video. The Contractor shall make archived video available to the Transportation Representative within four (4) hours after notice. Video that is not needed shall be overwritten or destroyed after two weeks.

15.3. School Bus Evacuation Drills

In accordance with State Law, Contractor will conduct school bus evacuation drills at least once during each academic year at no cost to the District. The District will prepare the evacuation schedules and the drills will be performed with the Contractor's driver and vehicle, with District personnel present, at the designated site, date and time. Contractor shall ensure each driver is capable in all respects of evacuating all students

on the bus in case of a true emergency. The driver must be familiar with the needs, required equipment and restrictions each student may have and be able to accommodate these needs to ensure the student's safety on the bus, during an evacuation and off the bus. If District is already providing School Bus Evacuation Drills through the Transportation Department or another Contractor, this requirement is excused.

15.4. Van Evacuation Drills

Contractor shall ensure each driver is capable in all respects of evacuating all students in the vehicle in case of a true emergency.

16. SPAB/CHARTER BUS SERVICES

16.1. Arrival Time

Vehicles must arrive at Pick-Up location at least fifteen (15) minutes prior to departure time. This time is permitted to be included in the live time calculation for the trip provided the vehicle is standing by at the site for that amount of time.

16.2. Child Safety

In accordance with VC 28160, each SPAB driver shall follow the following directions. The driver shall only use the form provided by the District.

16.2.1. At least one adult chaperone shall accompany the students in each vehicle at all times. If a chaperone is not available to accompany the students in each vehicle then the Contractor is to contact the Transportation Representative for instructions as to whether to cancel at the site or if other arrangements can be made to meet the requirements of this paragraph.

16.2.2. Before departing any location, the driver shall have the chaperone sign, with time and date, their SPAB form stating the chaperone has an accurate list of all passengers on board and all are accounted for. This shall be signed by the chaperone on the take, return and at any authorized stops enroute to their destination.

16.2.3. The driver shall review all safety and emergency procedures with the group before the initial departure including, but not limited to, location and operation of all emergency exits, location and use of emergency equipment, how to stop the bus if the driver becomes incapacitated and how to contact the driver's dispatch office. The chaperone shall sign and date, with the current time, the SPAB form acknowledging that the vehicle's safety plan and procedures were reviewed.

16.2.4. After all pupils have exited the vehicle at any location, including the destination if the driver is doing both the take and return, the driver shall, before moving or stepping off the vehicle, check all areas of the vehicle including, but not limited to, overhead compartments and bathrooms, to ensure that the vehicle is vacant. The driver shall place his/her initials, with time and date, in the appropriate section on the SPAB form acknowledging they have completed this task.

16.2.5. The driver shall sign, with time and date, the SPAB Trip form verifying that all required procedures have been followed.

16.3. Short Notice Trips

The District shall be allowed to book and cancel athletic or club teams involved in "playoffs", on short-term notice. The definition of "short term notice" shall mean within twenty-four (24) hours of the event for booking and within twenty-four (24) hours of event for cancellation.

16.4. Overnight, Lodging, and Meals

The District will book and pay the actual lodging costs of the driver/drivers on any overnight trips or extended trips where the driver is required by law to have eight hours out of service in each workday. Driver's meals shall be the responsibility of the Contractor.

16.5. Additional Fees

Parking fees, entrance fees, tolls and added mileage in and around the destination city as well as additional miles to the pre-trip itinerary if approved or ordered by the Group Leader, shall be expenses of the District payable to the Contractor. These expenses shall be detailed on the invoice.

16.6. Cancellation Charges

For single day trips the District agrees that Contractors may charge two hundred fifty dollars ($250.00) as a cancellation charge per bus, provided said cancellation notice is given by the District's Transportation Department Administrator or designee if less than three (3) days from the date of departure, three hundred dollars ($300.00) cancellation charge per bus on the date of scheduled trip (spot date) and three hundred fifty dollars ($350.00) cancellation charger per bus if the bus is cancelled at the school or field trip site. No cancellation charge is allowed if the cancellation request is made more than one week from the date of the trip. For multi-day trips the District agrees that Contractors may charge a two hundred fifty dollar ($250.00) fee for the first (1) day, one hundred fifty dollar ($150.00) fee for the second (2) day and one hundred dollar ($100.00) fee for the third (3) day as cancellation charges per bus provided said cancellation notice is given by the District's Transportation Representative less than two (2) weeks from the date of departure. If the cancellation request is made more than two (2) weeks from the date of the trip, no cancellation charge is allowed. Conversely, the District reserves the right to assess damages to the Contractor should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages, which may be assessed to the Contractor, shall be equal to the difference in trip fees between the Contractor's estimate and the cost of the replacement buses plus three hundred dollars ($300.00). The Proposer agrees by the act of his/her signing of the contract that the District shall have recourse for unauthorized cancellations. The definition of unauthorized cancellations shall mean a verbal or written notice of cancellation by the Contractor to the District regarding a reservation, charter order, trip agreement or other such verbal or written contract representing an agreed upon trip, or by a failure to show up at a site if the Transportation department has a confirmation in hand. This section shall not apply in the event of any school closure or for the suspension of Services.

16.7. Cancellation Due to Weather

Authorities for athletic events do not make a determination whether to cancel an event due to rain or other metrological events until noon (12:00 PM) the same day as the event. There shall be no cancellation charges by the Contractor for cancellations due to weather. Athletic trips may also be cancelled due to poor field conditions. There shall be no cancellation charges by the Contractor for cancellations with 48-hour notice due to poor field conditions.

16.8. Cancellation by Contractor

Cancellations, including the reason for such cancellation, shall be submitted in writing to the Transportation Administrator or designee no later than five (5) calendar days from the date of cancellation. In the event of a dispute between the Contractor and the District as to the validity of the reason for said cancellation, the judgment of the Director who oversees Transportation, or their designee, shall prevail.

17. TERMINATION

This Contract shall terminate upon expiration of the Term or any Renewal Term. During the Term or any Renewal Term, this Contract may be terminated pursuant to the following:

17.1. Contractor refuses or fails to perform services as required under any Contract Documents.

17.2. Contractor fails to comply with any term or condition of the Contract Documents.

17.3. Contractor refuses or fails to provide vehicles and personnel in quantities and with qualifications required to provide services required by the Contract Documents.

17.4. Contractor furnishes, operates, or uses vehicles that do not conform to the requirements of the Contract Documents.

17.5. Contractor furnishes a driver who does not meet the required license. Certificate and training criteria.

17.6. Contractor refuses or fails to comply with laws applicable to the services required by the Contract Documents, or District's instructions.

17.7. Contractor materially breaches one or more provisions of the Contract Documents.

17.8. Contractor fails to maintain insurance or a performance bond as required under this contract.

17.9. Contractor neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the services provided are not performed satisfactorily.

18. NOTICE OF TERMINATION

A Party intending to terminate this Contract pursuant to this section shall provide the breaching Party with written notice at least sixty (60) days **("Termination Notice Period")** before the effective termination date and provide the breaching Party with five (5) business days after the date of receipt of the notice to terminate to cure **("Cure Period")** unless the District is terminating for its convenience without cause or the non-breaching Party agrees in writing to an extension of the Cure Period prior to its expiration. Upon expiration of the Cure Period and any mutually agreed upon time extension, if the breaching Party has not corrected the breach and provided written notice of completion of such corrective action to the non-breaching Party, this Contract shall terminate effective the day immediately following the expiration of the Cure Period without any further notice or actions by either Party.

19. ADDITIONAL GROUNDS FOR TERMINATION

Notwithstanding any provisions to the contrary in this contract, this Contract shall terminate during the Term or any Renewal Term pursuant to any of the following:

19.1. Termination Due to Criminal Background Check

At the District's sole discretion and upon written notice by District to Contractor, may terminate this contract, effective on the date stated in District's notice of termination, if Contractor provides any driver or attendant who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

19.2. Contractor Noncompliance with Applicable Laws

At the District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor, in performing services under this contract, fails to comply with federal, state and local laws and/or regulations and/or District policies that apply to Contractor's performance of services required by the Contract Documents.

19.3. Contractor Receivership, Bankruptcy, or Inability to Pay Debts

At the District's election and upon written notice to Contractor, may terminate this Contract effective on the date specified in District's notice of termination if Contractor shall: (1) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors; (2) apply for, consent to, or have an order, judgment, or decree entered by a competent court for, approval of a petition or appointment of a receiver, trustee, custodian, or liquidator of Contractor or all or a substantial part of Contractor's assets; (3) be unable to, fail to, or admit in writing to Contractor's inability generally to pay Contractor's debts as they become due; or (4) make a general assignment for the benefit of creditors.

19.4. Contractor Unauthorized Assignment or Transfer of Contract

Any assignment or transfer of this Contract by Contractor in violation of this Contract constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.5. Contractor Unauthorized Use of Subcontractor

Small School Bus, SPAB, Charter Bus, or van services shall not use a subcontractor without the express written permission of the District. Subcontractors shall be vetted and subject to all portions of this contract. Use of an unauthorized subcontractor constitutes a material breach of this Contract and District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice.

19.6. Contractor Failure to Procure and Maintain Required Insurance

If Contractor fails to maintain any of the insurance required by this contract, District, upon providing Contractor with written notice, may terminate this Contract effective on the date stated in District's written notice.

19.7. Contractor's Performance of Poor Services

The District has the right to cancel this Contract if the Contractor does not show up for a trip, is over thirty (30) minutes late for a trip on two (2) or more occasions during any the Term or any Renewal Term, provides a vehicle and/or driver that is not SPAB or school bus certified or does not provide a vehicle as specified in the order. In the event the Contractor fails to deliver as and when specified, the District reserves the right to cancel the order, or any part thereof, without prejudice to its other rights, and the Contractor agrees that the District may charge the Contractor with any loss or expense sustained as a result of such failure to deliver.

19.8. Non-Allocation or Insufficient Allocated Funds

Upon written notice to Contractor, District may terminate this Contract effective on the date stated in District's notice if, during the Term or any Renewal Term, District and/or other government agencies and/or grant or funding entities from whom District receives or is to receive funds to pay for this contract: (1) reduce or eliminate some or all funds to pay for this contract, (2) fail to or determine not to appropriate or allocate funds for future payments under this contract, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments under this contract.

19.9. License, Certification or Permit

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's license, certification, or permit required to provide services under this Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

19.10. Safety Compliance Report

District, at District's sole discretion and upon written notice to Contractor, may terminate this Contract effective on the date stated in District's written notice if Contractor's terminal is rated unsatisfactory on their Safety Compliance Report and the facility is not brought to satisfactory condition within 120 days of the rating. Contractor shall notify District in writing within 5 days if they receive an unsatisfactory rating.

19.11. Termination for Convenience

District shall have the right in its sole discretion to terminate the Contract for its own convenience as provided herein. In the event of a termination for convenience, Contractor may invoice District according to the percentage of completed services up to the time of termination, and District shall pay all undisputed invoice(s) for services satisfactorily performed under the terms of this Contract performed until the date of District's written notice of termination.

20. RIGHTS AND OBLIGATION UPON TERMINATION

Upon termination of this contract, the following shall apply and shall survive termination of this contract:

20.1. **Generally**. Any terms or conditions that by their nature extend beyond the termination of this Contract shall survive the termination of this Contract and remain in effect thereafter until they are fulfilled.

20.2. **Termination by District for Cause.** If District terminates this Contract for cause and not for convenience pursuant to the **Grounds for Termination** Section, District may secure the services required by the Contract Documents from any other company or entity. If the cost to District to secure such services exceeds the cost under this contract, the excess cost shall be charged to and collected from Contractor and/or its surety under the performance bond. This recovery is in addition to and not in limitation of any other rights or remedies available to District to recover damages or seek other remedies from Contractor under this Contract or applicable laws.

20.3. **Payment.** Upon termination of this Contract, Contractor shall be paid only for services that Contractor performed in accordance with this Contract before the effective date of termination and for which Contractor has submitted an invoice and documentation as required by District. District shall not be obligated to pay Contractor for any services that Contractor has not performed or has not performed in accordance with the Contract Documents, and District shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

20.4. Return of District-Provided Records and Information. At District's request, all documents, records, data, information, and materials and other items that District provided to Contractor related to this Contract shall be returned to District no later than 30 days after the effective date of termination of this Contract or the date of District's request, whichever is earlier.

21. INSURANCE REQUIREMENTS

Contractor, at its sole cost and throughout the Term or any Renewal Term, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

22. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

22.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include blanket contractual liability and shall not exclude coverage for child molestation. This insurance shall be endorsed to include the District and its officers, employees, agents and volunteers as an additional insured.

22.2. Workers' Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

22.3. Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

22.4. Sexual Abuse or Molestation (SAM) Liability

If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

23. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions

23.1. Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

23.2. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

23.3. Waiver of Subrogation

Contractor hereby grants to the District a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

23.4. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

23.5. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

23.6. Claims Made Policies

If any of the required policies provide claims-made coverage.

23.6.1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Services.

23.6.2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Services.***

23.6.3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the Effective Date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

23.7. Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

23.8. Special Risks or Circumstances

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

24. FORCE MAJEURE

No Party shall be liable for any failure or delay in performing this Contract if a Force Majeure event caused the failure or delay and the Party seeking relief under this Section has provided the other Party with written notice of the occurrence of the Force Majeure event, except that a failure to pay any amount due under this Contract shall not be excused by a Force Majeure event where the required services has been performed in accordance with this contract; provided, however, that the District shall not be required to compensate contractor if any school closure or the suspension of Services is caused by a Force Majeure Event (as defined herein). A **"Force Majeure Event"** shall mean events or circumstances that are beyond a Party's reasonable control and occurring without the Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

25. SUSPENSION OF SERVICES

Despite any provisions to the contrary in the Contract, District shall have the right to suspend, delay, or interrupt any or all services at any time during the Term or any Renewal Term upon written notice provided to Contractor at least ten (10) business days before the suspension, delay, or interruption begins, except in the event of an emergency in which case District shall provide reasonable notice consistent with circumstance giving rise to the emergency. Such written notice shall state the beginning date and ending date of the suspension, delay, or interruption, or may state that any suspension is for an indefinite period **("Suspension Period")**. If during the Suspension period the District determines that the Suspension Period needs to be extended, the District shall provide notice consistent with this provision of an extension to the Suspension Period. Unless the Parties agree in writing otherwise, the following shall apply upon District's exercise of its right under this section: (1) Contractor shall not be entitled to any damages or additional compensation relating to, resulting from, or arising out of District's exercise of its right under this section or the suspension period; (2) Contractor shall only be entitled to compensation for Services actually performed up to the date that a suspension commences, and Contractor waives any right to compensation (including fixed costs) during the Suspension Period; and (3) Contractor shall resume performance of the Services on the next business day following the ending date of the suspension period.

26. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS.

26.1. Indemnity Obligations

Excepting only such claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgment and expenses, including attorney's fees and costs **(collectively "Loss")** that are caused by

District's fault or negligence in which case District shall be responsible therefore only to the extent of and in proportion to District's liability, Contractor shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless District and its officers, employees, and agents **(collectively "District Personnel")** from and against any Loss related the Services or this Contract, including but not limited to, injuries to or death of any person; damage, loss, loss of use, or destruction of property of District or any third party; and compensatory damages, statutory and/or regulatory fines and penalties, and/or extra-contractual liability. While students are under the supervision of Contractor or riding in any vehicle operated by Contractor, the students shall be considered Contractor's agents for the purpose of this Section, and as such, Contractor shall be responsible for and owe a duty to defend, indemnify, and hold harmless the District Personnel and each school district or public agency on or to which site Contractor provides transportation services for any demands, claims, causes of action, actions, lawsuits, or liabilities arising or occurring out of any act or omission of the students or that are made by the students.

26.2. No Limitation by Insurance and Survival

Contractor's contractual and equitable indemnity obligations and liabilities are not limited to or by any insurance that Contractor maintains but apply to the fullest extent permitted by law without regard to whether Contractor's insurance provides coverage for the obligations and liabilities. Contractor's contractual and equitable indemnity obligations and liabilities shall survive the termination of this contract.

27. DISPUTE RESOLUTION

27.1. Meet and Confer

The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this contract, including the alleged breach, interpretation, or application of this contract.

27.2. Mediation

If the Parties are unable to agree upon a resolution during the meet-and-confer process, the Parties shall submit the dispute to a mediator, with each Party to pay one-half of the mediator's fees and costs. Each Party shall bear its own attorney's fees and costs that it may incur to participate in the mediation.

27.3. Handling of Matters During Dispute

During any dispute, District's decision, for the time being, shall prevail, and Contractor shall perform this Contract as directed by District without prejudice to a final determination of the dispute. During a dispute regarding payment under this contract, District shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, District shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this article, a Party may not commence a civil action regarding or relating to this Contract until after compliance with this article.

28. FINGERPRINTING AND CRIMINAL BACKGROUND

Contractor shall require and ensure that each of its employees who will be operating or riding on any vehicle where any students will be present, will have been fingerprinted and criminal background checks completed, and that Contractor has completed, signed, and delivered to District the Fingerprinting Notice and Criminal Background Check Certification attached hereto as "CRIMINAL BACKGROUND INVESTIGATION/FINDER PRINTING CERTIFICATION**"** and incorporated by reference. Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and Contractor's employees, and shall provide District with proof of Contractor's application for subsequent arrest

notifications and with an updated Fingerprinting Notice and Criminal Check Certification if there are any changes to the information Contractor previously provided. Contractor must immediately remove from performance of services under this Contract any of Contractor's employees who are convicted of or against whom a criminal proceeding is, pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor shall indemnify, defend, and hold harmless District, the District Board of Education and their officers, employees, consultants, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this section.

29. ADDITIONAL PROVISIONS

29.1. Entire Agreement and Amendment

This Contract constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. Except as specifically provided in this Contract otherwise, this Contract shall be amended or modified only by a writing executed by the Parties.

29.2. Applicable Law, Vendue, and Interpretation

This contract is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this contract shall be resolved or adjudicated in the appropriate state or federal court in the county in which the District administrative offices are located, provided that nothing in this contract constitutes a waiver of immunity to suit by District.

29.3. Execution by Facsimile or in Counterparts

The Parties may sign this Contract in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this contract, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

29.4. Independent Contractor

Contractor is retained as an independent contractor. Contractor and its officers, employees, and agents are not officers, employees, or agents of District. Contractor shall not represent or hold out itself or any of its officers, partners, employees, or agents to be an employee or agent of District. Contractor shall be solely responsible for paying and shall pay all federal, state and local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance under federal, state, or local law. Contractor and its principals, officers, employees, and agents are not eligible to receive from District workers' compensation, medical, indemnity or retirement benefits. This Contract shall not be construed to create a partnership or joint venture between the Parties.

29.5. Non Discrimination

Contractor shall not discriminate against any of its prospective or active employees based on race, color, ancestry, national origin, sex, religious creed or any other protected status, and shall comply with applicable federal and California laws, including but not limited to, the California Fair Employment and Housing Act.

29.6. Notices

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. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if requested. All notices provided for herein shall be directed as follows:

If to District:	**If to Contractor:**
Mountain View Whisman School District	Zum Services, Inc.
1400 Montecito Ave.	[Insert Street Address]
Mountain View, CA 94043	[Insert City, State ZIP Code]
ATTN: Dalewyn Spinks, Director of M.O.T.	ATTN: [Insert Name, Title]

29.7. Assignment and Transfer

Contractor shall not assign or transfer any of Contractor's rights or obligations under this contract, including by operation of law or change of control or merger, without District's prior written consent.

29.8. Waiver

Any failure by a Party to comply with any covenant, term, or condition of this Contract may be waived only in writing by the Party in whose favor a covenant, term, or condition runs. A Party's failure to insist upon strict compliance with or to enforce any covenant, term, or condition of this Contract shall not constitute a waiver of, or estoppel with respect to that covenant, term, or condition. A Party's waiver of any covenant, term, or condition of this Contract shall not be deemed or constitute a waiver by that Party of any other provision of this contract, and such waiver shall also not constitute a continuing waiver unless the Party making the waiver expressly agrees to a continuing waiver in writing.

29.9. Severability

If a court of competent jurisdiction holds any provision of this Contract void, illegal, or unenforceable, this Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this contract. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this contract, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this contract.

29.10. Provisions Required by Law Deemed Inserted

Each 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 herein.

29.11. Advertising

A Party shall not use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent.

29.12. Binding Effect and Third Party Benefits

This Contract is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this contract). Nothing in this Contract creates any contractual

relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

29.13. Cumulative Rights and Remedies

Unless specifically provided in this contract, no right or remedy in this Contract provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this contract, or now or hereafter existing at law or in equity.

29.14. Headings

The headings in this Contract are provided for the convenience of the Parties and in no way define, limit, extend or describe the scope or intent of this Contract or of any of the provisions of this contract. If any conflict or inconsistency exists between any heading and any provision, the provision, and not the heading, shall govern and control the construction of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

Dated: _____, 2025	Dated: August 28, 2025
Mountain View Whisman School District	**Zum Services, Inc.**
By: _____	By: _____
Print Name: _____	Print Name: Gaurav Saini
Print Title: _____	Print Title: Senior Program Manager

EXHIBIT "A" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

Contractor shall provide Services based upon the following rate schedule, as more precisely described in Exhibit A:

[Insert Rate Schedule OR Bid Form. If Bid Form Used, use the sentence below]

The "Base Rates" and the "Additional Rates" shall be the only rates Contractor is entitled to invoice District for Services.

EXHIBIT "B" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SERVICES TYPES AND SCOPE OF WORK

1. Contractors that provide Small Bus/Van transportation services to and from school related activities. Trips typically consist of transportation to and/or from field trips, club events, or athletic events, for one day trips. Trips under this provision could occur on weekdays and/or weekends. Buses shall be equipped with storage compartments sufficient for the group's equipment.

2. Contractors that provide SPAB/Charter Bus transportation services to and from school related activities, from one or more schools as designated by the District's Transportation Department. Typical trips consist of transportation to and from field trips, club events, or athletic events, in the midafternoons and/or from events in the late evening. Some trips may include an overnight stay. Buses shall be equipped with storage compartments sufficient for the group's equipment.

EXHIBIT "C" TO TRANSPORTATION SERVICES – SCHOOL RELATED ACTIVITIES AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. DRIVER REQUIREMENTS

1.1. Contractor shall assign the same driver to the same trip and school club/team whenever possible.

1.2. Contractors providing van service shall provide all drivers with training in car seat installation by a certified instructor. Additionally, for Contractors providing van, SPAB or school bus service, District will notify Contractor that the driver assigned to a student's service may require additional training to accommodate a student's condition when the student is identified as having specialized medical, behavioral or other problems or needs. These can include, but not limited to, buckle guards, support vests, safety vests (harnesses) and wheelchair tie-downs. Contractor shall supply these items as needed.

1.3. All drivers and relief drivers shall participate in a safety program provided by Contractor. District shall be permitted to participate in scheduled driver safety meetings for the purpose of coordination and articulating District's transportation programs and needs. Contractor shall notify the District's Transportation Representative a minimum of 7 calendar days prior to the meeting. The notification shall include date, time and location of the meeting and planned topics.

2. CONTRACTORS REQUIREMENTS

2.1. During the Term or any Additional Term, Contractor shall provide an adequate number of qualified and trained drivers to cover all needed transportation services.

2.2. Contractor shall employ only qualified drivers trained and licensed in accordance with applicable California and federal laws to operate the vehicles that will be used to provide transportation services under this Contract, including, without limitation: training sufficient to obtain a School Bus Driver's Certificate; training to ensure proficiency in the type(s), brake system(s), or transmission(s) of vehicle(s) to which any driver might be assigned, prior to a driver employed by the Contractor performing Services under this Contract.

2.3. Drivers shall be knowledgeable of the contents of this Contract, excluding rate information; any transportation rules provided by District; all applicable laws regarding operation of vehicles and transportation of students; and District policies and regulations.

2.4. Contractor shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds, and shall insure that such drivers exercise caution at all times. Each driver providing Services under this Contract shall be responsible for student discipline on vehicles as specified in section 14103 of Title 4 of the California Code of Regulations.

2.5. Drivers, including those not required to hold a commercial license, shall be required to submit to controlled substance and alcohol testing as required by and in accordance with regulations of the United States Department of Transportation. Contractor shall adhere to District policy regarding drug and alcohol use. Contractor shall complete the certification attached hereto as "**Drug-Free Workplace Certification"** and incorporated by reference**.**

2.6. Each driver shall have knowledge of the operation of the mobile two-way radio, and/or mobile phones and the federal, state and local regulations and policy concerning their use.

2.7. Drivers are required to be well groomed. Contractor shall provide all drivers with an appropriate picture identification name badge with the driver's name and photograph displayed on it, which each driver shall wear at all times while on duty. Contractor shall require all drivers to have a timepiece with them while on duty so that the drivers can maintain established scheduled times.

2.8. Drivers shall be trained and certified in pediatric first aid by a certified California Emergency Medical Services Authority. Cardiopulmonary resuscitation (CPR) certification is recommended but not required.

2.9. It shall be the driver's responsibility to see that car seats, seat belts, safety vests, harnesses, or any other restraint or safety devices are fastened, adjusted, and properly worn as soon as the student enters their seat and for the duration of the trip. If a parent, guardian, aide, teacher or other person responsible for the student off the vehicle does not "buckle in" or "unbuckle" the student, the driver is responsible for performing this task. The driver is ultimately responsible for ensuring the student is properly secured in their seat.

2.10. Upon request, a qualified representative from the Contractor shall attend Individualized Education Program (IEP) meetings, behavioral conferences and other required meetings.

2.11. Contractor shall be solely responsible for hiring and discharging Contractor's drivers and other personnel who are employed to carry out this contract and such personnel shall be and remain the employees of Contractor at all times and shall have no employee status or rights with regard to District. Contractor shall not enter into any agreement with an employee, person, group, or organization that will interfere with Contractor's ability to perform fully of this Contract. Contractor is solely responsible for the assignment and discipline of Contractor's employees and all other matters incidental to the performance of services under this Contract and the control of Contractor's employees. The District shall have the right to require the Contractor to remove a driver from operating a vehicle on a route or trip if the District determines the Driver is not qualified to safely operate a vehicle in accordance with the District's standards and goals. However, the District's delay in or failure to remove a driver shall not constitute evidence of any liability or responsibility on the District's part.

2.12. At all times during the Term and any Renewal Term, Contractor shall provide adequate number and qualified and trained drivers to cover all transportation services as District may need. Should Contractor fail to provide sufficient drivers, the District may secure such services and reduce the Contractor's next invoice by the cost of such services.

2.13. Contractor shall ensure compliance with Education Code section 49406, subdivision (l). Contractor shall complete, sign, and deliver to District the Tuberculosis Clearance Certification or provide District with documentation satisfactory to District that each of Contractor's drivers who will provide services under this Contract has been examined and determined by a licensed physician or surgeon within four years of the Effective Date to not have active tuberculosis. If during the Term or Renewal Term, any of Contractor's drivers who are providing services under this Contract are determined to have active tuberculosis, Contractor shall immediately remove such drivers from providing services under this Contract. Repeat tuberculosis examinations shall be complete every four (4) years.

2.14. Contractor shall ensure that each driver employed by Contractor shall be in good health to ensure that adequate service is provided to the District. Contractor shall ensure compliance with Motor Carrier Safety Regulations (Title 49, sections 391.41 through 391.49 of the Code of Federal Regulations). Prior to performing transportation services under this Contract, every driver employed by Contractor shall submit to the Contractor a completed Medical Examiner's Certificate. At District's request, Contractor shall provide the District the Medical Examiner's

Certificate of any driver providing transportation services under this Contract. Contractor shall ensure that any contractor of employment for any employee providing Services under this Contract shall consent to such release.

3. LIQUIDATED DAMAGES FOR REFUSAL OR FAILURE TO PERFORM TRANSPORTATION SERVICES

3.1. Assessment of Liquidated Damages. Except for the first two (2) days at the start of the Term, Contractor's refusal, failure, and/or delay in performing the services as required by the Contract shall subject Contractor to liquidated damages. During the first two days of the start of the Term, the District understands there will be delays and that the Contractor will make every effort to run on time but in no way permit a Contractor to refuse or fail to provide services.

3.2. Amount of Liquidated Damages. The actual occurrence of damages and the actual amount of damages that District would suffer if the services were not performed in accordance with the Contract Documents are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages. Damages the District would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of District, and participating school districts; costs of administration; and the loss suffered by school districts and students who use the transportation services that Contractor is required to provide under the Contract Documents. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to District due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that District shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents:

3.3. Missed Entire Trip. If Contractor fails or refuses to perform services for an entire scheduled Trip, Contractor shall pay to District, for each day that such services are required, an amount equivalent to the ONE TIMES (1X) the Trip Rate applicable to the Trip ("Missed Entire Trip Charge"), in addition to forfeiting any right to collect the Trip Rate applicable to the Trip for that particular day.

3.4. Missed Portion of Route. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Trip or Contractor is late by more than 15 minutes on the run due to Contractor's fault, Contractor shall pay District an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Trip Rate (or typical hourly and mileage rate for that route) applicable to the Trip ("Missed Portion Trip Charge"), in addition to forfeiting any right to collect the Daily Trip Rate applicable to the route for that particular day as prorated based on the portion of the Trip Time that Contractor has not performed in comparison to the Trip Time that Contractor performed. Delayed runs that are not Contractor caused (i.e., traffic accident, weather or another similar predicament) will not be charged. The Contractor will be required to notify District within 24 hours of this type of delay.

3.4.1. **Missed Students.** If any student is not picked up and/or dropped off for a Route due to neglect by the Contractor's, the Contractor shall on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a **Missed Portion of Route Charge** and liquidated damages will be assessed accordingly.

3.4.2. **Deduction from Payments Due to Contractor**. If Contractor becomes liable for liquidated damages as indicated herein, District, in addition to all other rights and remedies under this contract and applicable laws, shall have the right to deduct and

retain from any payment due to Contractor an amount equivalent to the liquidated damages that District assesses pursuant to this Section.

3.4.3. The Contractor shall report every incidence of delay, missed route, or missed students to the District within twenty (20) minutes of occurrence in a manner and format acceptable to the District. This is a zero tolerance standard of performance.

DRUG-FREE WORKPLACE CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and _____ (The "Contractor" or the "Bidder") (The "Contract").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The District is not a "state agency" as defined in Government Code section 8350 et seq., the DrugFree Workplace Act of 1990, but the District is a public school district under California law that requires all contractors providing services to District to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

d. Requiring that each employee transporting students participate in a Drug Testing Program in compliance with 49 CFR Part 382.

Contractor agrees to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

Contractor also understands that if the District determines that it has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understand that, if it violates the terms of the Drug-Free Workplace Act of 1990, it may be subject to debarment in accordance with the requirements of section 8350 et seq.

Contractor acknowledges that it is aware of the provisions of Government Code section 8350 et seq. and hereby certifies that it will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

For the Transportation Services – School-Related Activities Agreement ("Contract") between the Mountain View Whisman School District ("District") and _____ ("Contractor"or "Bidder").

1. **Education Code**. The undersigned does hereby certify to the governing board of the District as follows:

   The undersigned is an authorized representative of the Contractor currently under contract for the above-described Contract with the District; that the undersigned is familiar with the facts herein certified, and is authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it 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 students in the course of providing services pursuant to the Contract, and the California Department of Justice has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: http://oag.ca.gov/fingerprints/agencies) 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 the Contractor's employees and of all of its subcontractors' employees who may encounter the District students during the course and scope of the Contract is attached hereto.

2. **Megan's Law (Sex Offenders).** Contractor has verified and will continue to verify that the employees of Contractor that will be performing services and the employees of the Subcontractor(s) that will be performing services 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 encountering the District students regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

For the Transportation Services – School-Related Activities Agreement between the Mountain View Whisman School District (the "District") and _____ (the "Contractor" or the "Bidder") (the "Contract").

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 Services of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

RUSSIAN SANCTIONS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

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 Bidder, as a potential contractor 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 Bidder is awarded the Contract with the District and the Contract has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that Bidder is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps that Bidder 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 certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Transportation Services – School-Related Activities Agreement ("**Project**" or "**Contract**")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's Total Base Bid is less than one million dollars ($1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars ($1,000,000) or more, but the District has given prior written permission to Bidder to submit a bid pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid**.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

4. Bid Form

4. Bid Form

Bid Form. Bidders must submit bids on the provided Bid Forms and with required documents. Bids must be full and complete. The District reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the bid form or bid documents. Bidders must complete and submit all of the following documents with the Bid Form and Responses, which are provided herein.

Per Addendum 2, dated July 28, 2025, Zūm includes a fully completed Bid Form and required documents, and provides responses on a separate sheet of paper in **Sections 4.1.1 to 4.1.7** of our proposal. Zūm acknowledges Addendum No. 1, Addendum No. 2, and Addendum No. 3 on our Bid Form.

- **Responsive, responsible, and qualified** student transportation partner in California and across the U.S with over 10 years of experience serving districts, students, and families
- Successful track record of delivering student transportation services that are **safe, reliable, timely, and compliant** for students and staff to and from schools, athletics events and practices, extracurricular events, and field trips
- Team composed of **industry-leading transportation professionals, veteran school and district administrator**s with significant experience in school districts of similar size of scope
- Certified, well-trained, and qualified drivers and attendants with **a proven track record of solving driver and staff shortages**
- **Relentless commitment to safety**, implementing rigorous safety protocols, conducting extensive driver training, and using effective technology to provide safe, reliable transportation to students
- Our fleet **ensures comfort, reliability, and safety** for every rider on every journey

CONFIDENTIAL AND PROPRIETARY

BID FORM

"ADDITIONAL RATES" SHALL BE EVALUATED AS SET FORTH IN THE "EVALUATION METHOD" SECTION OF THE BID FORM.

CATEGORY 1: SMALL SCHOOL BUS, AND/OR VAN SERVICES

Provide rates for transportation services for school-related activity trips. Proposed total price must include all vehicle, driver, fuel, tolls, mileage, insurance, administrative overhead, vendor profit, and any other associated costs. No additional costs will be allowed unless expressly pre-approved by MVWSD.

Please list each vehicle proposed for use under this contract. Include the bus/van capacity, make, model, year, and corresponding hourly and per mile rates (live miles and time only).

BASE RATES

Daily Rates for Small School Bus/Vans					
Capacity	Make	Model	Year	Hourly Rate	Per Mile Rate
		NO BID		$	$
				$	$
				$	$
				$	$
				$	$

ADDITIONAL RATES

Provide any additional rates and costs that may apply to trips or as excess charges from the rates above, for instance, should the trip require overnight stays and/or travel. Premium rates that are additional to base prices such as for weekend, time of the year or special event charter will not be considered.

Additional Service Type	Hourly Rate or Flat Cost

BID FORM (CONTINUED)

CATEGORY 2: CHARTER BUS OR SPAB SERVICES

Provide rates for transportation services for school-related activity trips. Proposed total price must include all vehicle, driver, fuel, tolls, mileage, insurance, administrative overhead, vendor profit, and any other associated costs. No additional costs will be allowed unless expressly pre-approved by MVWSD.

Please list each vehicle proposed for use under this contract. Include the charter bus/SPAB capacity, make, model, year, and corresponding hourly and per mile rates (live miles and time only).

Note: Busses must have sufficient capacity to transport sports or club equipment, including but not limited to sports equipment and/or band instruments, which will be transported with each travel group.

BASE RATES

Daily Rates for Charter Bus/SPAB					
Capacity	Make	Model	Year	Hourly Rate	Per Mile Rate
84	Thomas	Saf-T-Liner HDX	2025	$ 246.50 per hour (4-hour min)	$ Please see below
				$	$
				$	$
				$	$
				$	$

4-hour minimum applies to all trips and will be billed at $986.00 per trip. Any time beyond 4 hours will be billed at the **excess hourly rate** (shown below), rounded up to the nearest 15-minute increment.

ADDITIONAL RATES

Provide any additional rates and costs that may apply to trips or as excess charges from the rates above, for instance, should the trip require overnight stays and/or travel. Premium rates that are additional to base prices such as for weekend, time of the year or special event charter will not be considered.

Additional Service Type	Hourly Rate or Flat Cost
Excess Hourly Rate (rounded up to the nearest 15-minute increment)	$160.00 per hour
Mileage Fee (for all live miles exceeding 60 miles per trip)	$1.50 per mile

Zūm Services, Inc. acknowledges the receipt of Addendum No. 1 dated July 25, 2025 and Addendum No. 2 dated July 28, 2025.

Ritu Narayan

Ritu Narayan, Chief Executive Officer
Zūm Services, Inc.

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: 2024-2025 Fund 25 Developer Fee Report

Estimated Time:

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

Background:
Government Code Sections 66001 and 66006 imposed detailed requirements on public agencies that levy development fees. These sections require school districts collecting statutory school facilities fees to make an annual accounting of those fees available to the public within 180 days of the end of the fiscal year.

The attached document displays the revenues and expenditures of the prior year's Fund 25 Developer Fees activities as well as a 5 year report.

Fiscal Implication:
None.

Recommended Action:
It is recommended that the board accept the report.

ATTACHMENTS:

Description	Type	Upload Date
Developer Fee Annual and Five-Year Report	Backup Material	8/27/2025
Developer Fees Report	Backup Material	8/27/2025

Mountain View Whisman School District

Developer Fee
Annual and Five-Year Report

FISCAL YEAR 2024-25

ANNUAL REPORT

Developer Fee history and background: In September 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 (formerly Government Code Section 53080), which states in part "…the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities."

On May 2, 2024, the Mountain View Whisman School District Board of Trustees voted to approve the following Developer Fee Rates effective 7/1/2024.

Residential Development and Reconstruction	$3.45 per Square Foot
Commercial and Industrial Construction	$0.56 per Square Foot

Developer Fee Justification: Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of $10.09. Each square foot of commercial/industrial construction will create a school facilities cost ranging from $0.09 to $7.92 per square foot of new commercial/industrial construction. For both residential and commercial/industrial development, the fees authorized by Government Code section 65995 are justified.

Projected Student Growth from New Developments:

Housing Type	Projected Units	Student Generation Rate	Projected Students
Multi Family (market)	16,225	.124	2,012
Multi Family (below market)	4,083	.555	2,266
Condos/Townhomes	4	.049	0
Total	**20,312**		**4,278**

Source: City of Mountain View Planning Department, Jack Schreder & Associates.

2024-25 Report

MVWSD did not have any outstanding construction projects that utilized Fund 250 Developer Fee and there was no interfund borrowings in Fiscal Year 2024-25. Once the district has enough funds and land, the district will build a new school for the growth in enrollment.

Beginning Balance, 7/1/2024	**8,519,139.40**
Revenue	
Developer Fees Collected	635,745.39
Interest Earned	323,169.29
Fair Market Value Adjustment	138,125.40
Total Revenue	1,097,040.08
Expenditures	
Total Expenditure	0
Ending Balance, 6/30/2025	**9,616,179.48**
Percent Funded	100%

Five Year Report

The purpose of the Developer Fee Collected is to prepare for the impact of developments and reconstructions within the school district boundaries. MVWSD's recent study shows that enrollment for the School District is expected to increase over the next few years.

In addition, the district is in the midst of a bond-funded construction program which addresses a variety of facility modernization and growth needs. The district will also use the funds to potentially build space for students due to enrollment growth created by the development.

25 Year Modernization Need

Per Pupil Modernization Cost	$ 57,482
Student Growth Projected	4,278
Total Modernization Need	**$ 245,907,996**

Source: Mountain View Whisman School District Developer Fee Study/March 2024

Five Year Summary

	2024-25	2023-24	2022-23	2021-22	2020-21
Beginning Balance, July 1	**8,519,139.40**	**7,573,190.92**	**5,318,680.26**	**3,581,096.82**	**690,416.63**
Revenue					
Developer Fees Collected	635,745.39	573,785.11	2,182,858.52	1,845,192.20	2,862,492.32
Interest Earned	323,169.29	282,361.25	176,204.08	31,312.54	28,187.87
Fair Market Value Adjustment	138,125.40	96,507.12	(84,436.94)	(138,921.30)	
Total Revenue	1,097,040.08	952,653.48	2,274,625.66	1,737,583.44	2,890,680.19
Expenditures					
Advertising Cost	0	0	0	0	0
Architecture/Master Plan/Misc	0	0	0	0	0
CR Floors	0	6,705	20,115	0	0
COP Annual Payment	0	0	0	0	0
Total Expenditures	0	6,705	20,115	0	0
Ending Balance, June 30	**9,616,179.48**	**8,519,139.40**	**7,573,190.92**	**5,318,680.26**	**3,581,096.82**
Percent Funded	100%	100%	100%	0%	0%

Mountain View Whisman School District

Fund 250 Capital Facilities Fund

(Developer Fees)

7 yrs Based on QCC Report FAR300	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019
	Unaudited Actual	Actual	Actual	Actual	Actual	Actual	Actual
Beginning Balance July 1	$ 8,519,139.40	$ 7,573,190.92	$ 5,318,680.26	$ 3,581,096.82	$ 690,416.63	$ 421,689.76	$ -
Revenue							
Local-Developer Fees Collected	$ 635,745.39	$ 573,785.11	$ 2,182,858.52	$ 1,845,192.20	$ 2,862,492.32	$ 394,351.44	$ 689,622.43
Interest	$ 323,169.29	$ 282,361.25	$ 176,204.08	$ 31,312.54	$ 28,187.87	$ 9,162.30	$ 3,990.05
Fair Marker Value Investment	$ 138,125.40	$ 96,507.12	$ (84,436.94)	$ (138,921.30)			
Contribution from General Fund							
Total	$ 1,097,040.08	$ 952,653.48	$ 2,274,625.66	$ 1,737,583.44	$ 2,890,680.19	$ 403,513.74	$ 693,612.48
Expenditures							
Materials & Supplies				$ -			
Services and Other Operating				$ -		$ 196.87	
Capital Outlay	$ -	$ 6,705.00	$ 20,115.00	$ -		$ 134,590.00	$ 16,625.00
COP Annual Payment				$ -			$ 255,297.72
Total	$ -	$ 6,705.00	$ 20,115.00	$ -	$ -	$ 134,786.87	$ 271,922.72
Estimated Surplus/(Deficit)	$ 1,097,040.08	$ 945,948.48	$ 2,254,510.66	$ 1,737,583.44	$ 2,890,680.19	$ 268,726.87	$ 421,689.76
Ending Balance June 30	**$ 9,616,179.48**	**$ 8,519,139.40**	**$ 7,573,190.92**	**$ 5,318,680.26**	**$ 3,581,096.82**	**$ 690,416.63**	**$ 421,689.76**

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Updated Salary Schedules to Include New Approved Jobs

Estimated Time:

Person Responsible: Erin Green, Director Human Resources
Rebecca Westover. Chief Business Officer

Background:
The classified and hourly salary schedules have been updated to sync job position descriptions and include the following board approved jobs: Bus Driver Lead, Custodial Lead, General Maintenance Lead, Noon Duty, Occupational Therapist, Skilled Trades Worker, and Temporary Arts Specialist.

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
2025-26 CSEA Salary Schedule REV 8.20.25	Backup Material	8/20/2025
2025-26 Hourly Salary Schedule REV 8.20.25	Backup Material	8/20/2025
2026-27 Hourly Salary Schedule REV 8.20.25	Backup Material	8/28/2025

Mountain View Whisman School District

Classified Salary Schedule
2025 - 26

5% increase over 2024 - 25

Effective July 1, 2025

Board-approved: 4 SEPTEMBER 2025

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Position
A	Annual	48,060	50,480	53,010	55,642	58,416	61,327	64,418	Bus Supervisor; Clerical Assistant I; Child Nutrition Assistant I; Noon Duty
	Month	4,005	4,207	4,417	4,637	4,868	5,111	5,368	
	Hour	23.11	24.27	25.49	26.75	28.09	29.48	30.97	
	OT	34.66	36.40	38.23	40.13	42.13	44.23	46.46	
B	Annual	50,480	53,010	55,642	58,416	61,327	64,418	67,648	Clerical Assistant II; Instructional Assistant – Health Support
	Month	4,207	4,417	4,637	4,868	5,111	5,368	5,637	
	Hour	24.27	25.49	26.75	28.09	29.48	30.97	32.52	
	OT	36.40	38.23	40.13	42.13	44.23	46.46	48.79	
C	Annual	53,010	55,642	58,416	61,327	64,418	67,648	71,019	Clerical Assistant III; Child Nutrition Assistant III; Health Assistant Library Technician
	Month	4,417	4,637	4,868	5,111	5,368	5,637	5,918	
	Hour	25.49	26.75	28.09	29.48	30.97	32.52	34.14	
	OT	38.23	40.13	42.13	44.23	46.46	48.79	51.22	
D	Annual	55,642	58,416	61,327	64,418	67,648	71,019	74,564	Account Technician I; Instructional Assistant – General & Special Education; Receptionist; Student Services Clerk
	Month	4,637	4,868	5,111	5,368	5,637	5,918	6,214	
	Hour	26.75	28.09	29.48	30.97	32.52	34.14	35.85	
	OT	40.13	42.13	44.23	46.46	48.79	51.22	53.77	
E	Annual	58,416	61,327	64,418	67,648	71,019	74,564	78,283	Account Technician II; Child Nutrition Storekeeper; Site Computer Lab Technician
	Month	4,868	5,111	5,368	5,637	5,918	6,214	6,524	
	Hour	28.09	29.48	30.97	32.52	34.14	35.85	37.64	
	OT	42.13	44.23	46.46	48.79	51.22	53.77	56.46	
F	Annual	61,327	64,418	67,648	71,019	74,564	78,283	82,216	Bus Driver; Child Nutrition Courier/Warehouse Worker; Custodian; Data Entry Control Clerk; Instructional Assistant – Lead AIS
	Month	5,111	5,368	5,637	5,918	6,214	6,524	6,851	
	Hour	29.48	30.97	32.52	34.14	35.85	37.64	39.53	
	OT	44.23	46.46	48.79	51.22	53.77	56.46	59.29	
G	Annual	64,418	67,648	71,019	74,564	78,283	82,216	86,323	Child Nutrition Lead; Behavior Technician Groundskeeper II; Custodial Lead Transportation Dispatcher; Bus Driver Lead
	Month	5,368	5,637	5,918	6,214	6,524	6,851	7,194	
	Hour	30.97	32.52	34.14	35.85	37.64	39.53	41.50	
	OT	46.46	48.79	51.22	53.77	56.46	59.29	62.25	
H	Annual	67,648	71,019	74,564	78,283	82,216	86,323	90,642	Department Secretary; School Secretary; Instructional Materials Technician
	Month	5,637	5,918	6,214	6,524	6,851	7,194	7,554	
	Hour	32.52	34.14	35.85	37.64	39.53	41.50	43.58	
	OT	48.79	51.22	53.77	56.46	59.29	62.25	65.37	
I	Annual	71,019	74,564	78,283	82,216	86,323	90,642	95,169	Painter; SIS Technician; Account Technician III
	Month	5,918	6,214	6,524	6,851	7,194	7,554	7,931	
	Hour	34.14	35.85	37.64	39.53	41.50	43.58	45.75	
	OT	51.22	53.77	56.46	59.29	62.25	65.37	68.63	
J	Annual	74,564	78,283	82,216	86,323	90,642	95,169	99,909	At-Risk Intervention Supervisor; General Maintenance Worker; Mechanic; Utility Person; Department Secretary II Communication Specialist
	Month	6,214	6,524	6,851	7,194	7,554	7,931	8,326	
	Hour	35.85	37.64	39.53	41.50	43.58	45.75	48.03	
	OT	53.77	56.46	59.29	62.25	65.37	68.63	72.05	
K	Annual	78,283	82,216	86,323	90,642	95,169	99,909	104,931	General Maintenance Lead
	Month	6,524	6,851	7,194	7,554	7,931	8,326	8,744	
	Hour	37.64	39.53	41.50	43.58	45.75	48.03	50.45	
	OT	56.46	59.29	62.25	65.37	68.63	72.05	75.67	
L	Annual	82,216	86,323	90,642	95,169	99,909	104,931	110,160	Stu Serv Coordinator; Technology Supp Tech; Technology Trainer & Desktop Tech; School & Comm Eng Facilitator; Sch Links Serv Coordinator; Account Tech IV; Information Service Tech
	Month	6,851	7,194	7,554	7,931	8,326	8,744	9,180	
	Hour	39.53	41.50	43.58	45.75	48.03	50.45	52.96	
	OT	59.29	62.25	65.37	68.63	72.05	75.67	79.44	
M	Annual	86,323	90,642	95,169	99,909	104,931	110,160	115,672	Licensed Vocational Nurse
	Month	7,194	7,554	7,931	8,326	8,744	9,180	9,639	
	Hour	41.50	43.58	45.75	48.03	50.45	52.96	55.61	
	OT	62.25	65.37	68.63	72.05	75.67	79.44	83.42	
N	Annual	90,642	95,169	99,909	104,931	110,160	115,672	121,464	Assessment/Instructional Materials Coordinator; Network Technician ;Adm Asst; Occupational Therapist; Skilled Trades Worker
	Month	7,554	7,931	8,326	8,744	9,180	9,639	10,122	
	Hour	43.58	45.75	48.03	50.45	52.96	55.61	58.40	
	OT	65.37	68.63	72.05	75.67	79.44	83.42	87.60	

Effective July 1, 2010, sick leave accrual is one day per month of work

Monthly and annual are based on 260 days

Hourly rate equal to monthly divided by 173.33

OT rate equal to 1.5 times the hourly rate

Mountain View Whisman School District

Salary Schedule
Hourly, Substitute Hourly, Substitue Daily
2025 - 2026

Changes over 2024-25: salary increase 5% Effective 7/1/2025

Board Approved: 4 SEPTEMBER 2025

Hourly Position Title	Positions Supported	Hourly Rate
Nutritional Support (substitute)	Child Nutrition Assistant (I, II) (sub)	24.80
Instructional Support (substitute)	Health Support (sub) Instructional Assistant - General (sub) Instructional Assistant - Sp Education (sub)	26.04
CELDT Tester (hourly employee)	Tester	27.28
Clerical Support (substitute)	Clerical Assistant (I, II, III) (sub) Receptionist (sub) Student Services Clerk (sub) Department Secretary (sub) School Secretary (sub) Health Assistant (sub) Executive Assistant (sub)	27.28
Facilities Support I (substitute)	Custodian (sub) Child Nutrition Courier/Warehouse Worker (sub)	27.28
Instructional Support (hourly employee)	Instructional Assistant Tutor Yard Duty Child Care	27.28
Technical Support I (substitute)	Account Technician (I, II) (sub) Child Nutrition Storekeeper (sub) Site Computer Lab Technician (sub)	28.52
Bus Driver (substitute)	Bus Driver (sub)	32.25
Foreign Language Support - Reg Ed (hourly employee)	Translator Interpreter	32.25
Maintenance Support (substitute)	Groundkeeper (sub) Painter (sub) General Maintenance Worker (sub) Mechanic (sub) Utility Person (sub)	33.48
Student Engagement Support (substitute)	At-Risk Intervention Supervisor (sub) School & Community Engagement Facilitator (sub)	34.72
Technical Support II (substitute)	Account Technician (III, IV) (sub) Human Resources Technician (sub) Payroll/Benefits Technician (sub) Student Services Coordinator (sub) Technology Support Technician (sub)	35.97
CELDT Coordinator (hourly employee)	Coordinator	38.44
Foreign Language Support - Sp Ed (hourly employee)	Translator Interpreter	38.44
Instructional Support (BTB Liaison)	Academic Liaison	38.44
Technical Support III (substitute)	Assessment/Instructional Materials Coordinator (sub) Network Technician (sub)	38.44
Temporary Arts Specialists (Prop 28)	Visual Arts, Theater, Coding, Photography, Music	43.58

Mountain View Whisman School District

Salary Schedule
Hourly, Substitute Hourly, Substitue Daily
2026 - 2027

Changes over 2025-26: salary increase 5% Effective 7/1/2026

Board Approved: 4 SEPTEMBER 2025

Hourly Position Title	Positions Supported	Hourly Rate
Nutritional Support (substitute)	Child Nutrition Assistant (I, II) (sub)	26.04
Instructional Support (substitute)	Health Support (sub) Instructional Assistant - General (sub) Instructional Assistant - Sp Education (sub)	27.34
CELDT Tester (hourly employee)	Tester	28.64
Clerical Support (substitute)	Clerical Assistant (I, II, III) (sub) Receptionist (sub) Student Services Clerk (sub) Department Secretary (sub) School Secretary (sub) Health Assistant (sub) Executive Assistant (sub)	28.64
Facilities Support I (substitute)	Custodian (sub) Child Nutrition Courier/Warehouse Worker (sub)	28.64
Instructional Support (hourly employee)	Instructional Assistant Tutor Yard Duty Child Care	28.64
Technical Support I (substitute)	Account Technician (I, II) (sub) Child Nutrition Storekeeper (sub) Site Computer Lab Technician (sub)	29.95
Bus Driver (substitute)	Bus Driver (sub)	33.86
Foreign Language Support - Reg Ed (hourly employee)	Translator Interpreter	33.86
Maintenance Support (substitute)	Groundkeeper (sub) Painter (sub) General Maintenance Worker (sub) Mechanic (sub) Utility Person (sub)	35.15
Student Engagement Support (substitute)	At-Risk Intervention Supervisor (sub) School & Community Engagement Facilitator (sub)	36.46
Technical Support II (substitute)	Account Technician (III, IV) (sub) Human Resources Technician (sub) Payroll/Benefits Technician (sub) Student Services Coordinator (sub) Technology Support Technician (sub)	37.77
CELDT Coordinator (hourly employee)	Coordinator	40.36
Foreign Language Support - Sp Ed (hourly employee)	Translator Interpreter	40.36
Instructional Support (BTB Liaison)	Academic Liaison	40.36
Technical Support III (substitute)	Assessment/Instructional Materials Coordinator (sub) Network Technician (sub)	40.36
Temporary Arts Specialists (Prop 28)	Visual Arts, Theater, Coding, Photography, Music	45.76

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: 2025-2026 Overnight and/or Out-of-State Field Trips

Estimated Time:

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

Background:
The following overnight and/or out-of-state field trips are planned for the 2025-2026 school year.

Imai - 5th Graders	Walden West	October 27 - 30, 2025
Monta Loma - 5th Graders	Walden West	January 26 - 30, 2026
Vargas - 5th Graders	Walden West	September 22 - 26, 2025
Bubb - 5th Graders	Walden West	October 27 - 30, 2025
Castro - 5th Graders	Walden West	December 15 - 19, 2025
Landels - 5th Graders	Walden West	January 26 - 30, 2026
Mistral - 5th Graders	Walden West	December 15 - 19, 2025
Stevenson - 5th Graders	Walden West	September 8 - 11, 2025
Theuerkauf - 5th Graders	Walden West	January 26 - 30, 2026
Crittenden - 8th Graders	Yosemite	September 15 - 19, 2025
Graham - 8th Graders	Yosemite	March 23 - 27, 2026

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees approve the Overnight and/or Out-of-State Field Trips, as presented.

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Read Naturally 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
Read Naturally Discard List	Backup Material	8/25/2025

Item	Publisher	Copyright Date
Read Naturally Audio CDs Phonics Level 0.8	readnaturally.com	2006
Read Naturally Audio CDs Sequenced Level 1.0	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 1.3	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 1.5	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 1.8	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 2.0	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 2.3	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 2.5	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 2.6	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 2.7	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 3.0	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 3.5R	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 4.0	readnaturally.com	2006
Read Naturally Audio CDs Phonics Level 4.5	readnaturally.com	2006
Read Naturally Audio CDs Sequenced Level 5.0	readnaturally.com	2006
Read Naturally Teachers Edition	readnaturally.com	2006
Read Naturally Training Program	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 0.8	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 1.0	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 1.3	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 1.8	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 2.0	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 2.3	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 2.5	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 2.6	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 3.0	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 3.5R	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 4.0	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 4.5R	readnaturally.com	2006
Read Naturally Blackline Masters Sequenced Level 5.0	readnaturally.com	2006
Read Naturally Blackline Masters Phonics Level 0.8	readnaturally.com	2006
Read Fluency Benchmark Assessor Kit	readnaturally.com	2006
Sonday System 1: Multisensory Solutions for Reading	Winsorlearning.com	2018
Sonday System 2: Multisensory Solutions for Reading	Winsorlearning.com	2018

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Approval of Resolution No. 02-090425 Gann Appropriations Limit

Estimated Time:

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

Background:
When Proposition 4 passed in 1979, it added Article XIII-B to the State Constitution and placed limits on the growth in appropriations made by the State of California and local governments including school districts. The essence of Proposition 4 is that, for each entity of government, "appropriations subject to limitations" in each year cannot exceed a computed appropriation limit, popularly called the "Gann Limit."

SB98 (Chapter 82/89) and AB 198 (Chapter 93/89) amended the statutes, which determine how K-12 school districts and county offices of education calculate their appropriations limits and the state aid subject to those limits. The new methodology involves a calculation of the preceding year's Gann Limit, followed by the calculation of the budget year's Gann Limit. Any increase to the appropriations limit is permanent and is reported to the State Department of Finance.

The 2024-2025 adjusted Appropriations Limit is $79,932,045.58 and the estimated Appropriations Limit for 2025-2026 is $85,326,400.36

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees adopt Resolution No. 02-090425, re-establishing the Mountain View Whisman School District 2024-2025 Gann Appropriations Limit, and establishing the Mountain View Whisman School District 2025-2026 Gann Appropriations Limit, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Unaudited Actuals Fiscal Year 2024-2025	Backup Material	8/26/2025
Resolution No. 02-090425 Gann Appropriations Limit	Backup Material	8/28/2025

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2023-24 Actual**			**2024-25 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	75,019,473.69		75,019,473.69			79,932,045.58
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,362.75		4,362.75			4,428.22
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2023-24**			**Adjustments to 2024-25**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2024-25 P2 Report**			**2025-26 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	4,428.22		4,428.22	4,441.00		4,441.00
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,428.22			4,441.00
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2024-25 Actual**			**2025-26 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	234,088.16		234,088.16	236,000.00		236,000.00
2. Timber Yield Tax (Object 8022)	1,199.03		1,199.03	1,258.00		1,258.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	74,477,790.22		74,477,790.22	76,482,903.00		76,482,903.00
5. Unsecured Roll Taxes (Object 8042)	4,847,095.35		4,847,095.35	4,545,000.00		4,545,000.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	26,549.91		26,549.91	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,813.20		2,813.20	3,000.00		3,000.00
12. Parcel Taxes (Object 8621)	2,930,744.11		2,930,744.11	5,253,488.00		5,253,488.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	82,520,279.98	0.00	82,520,279.98	86,521,649.00	0.00	86,521,649.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	82,520,279.98	0.00	82,520,279.98	86,521,649.00	0.00	86,521,649.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			949,520.00			1,074,695.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	4,146,787.61		4,146,787.61	4,042,335.00		4,042,335.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	4,146,787.61	0.00	5,096,307.61	4,042,335.00	0.00	5,117,030.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	4,600,093.00		4,600,093.00	4,602,657.00		4,602,657.00
25. LCFF State Aid - Prior Years (Object 8019)	(236.00)		(236.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	4,599,857.00	0.00	4,599,857.00	4,602,657.00	0.00	4,602,657.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	124,474,246.52		124,474,246.52	122,397,658.00		122,397,658.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	2,861,865.53		2,861,865.53	1,275,800.00		1,275,800.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2024-25 Actual**			**2025-26 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			75,019,473.69			79,932,045.58
2. Inflation Adjustment			1.0362			1.0644
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0150			1.0029
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			78,901,206.32			85,326,400.36
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			82,520,279.98			86,521,649.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			531,386.40			532,920.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			1,477,233.95			3,921,781.36
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			1,477,233.95			3,921,781.36
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			1,976,686.81			952,658.18
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			84,496,966.79			87,474,307.18
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			531,386.40			2,969,123.18
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			84,496,966.79			
b. State Subventions (Line D8)			531,386.40			
c. Less: Excluded Appropriations (Line C23)			5,096,307.61			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			79,932,045.58			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			1,030,839.26			
SUMMARY		**2024-25 Actual**			**2025-26 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			79,932,045.58			85,326,400.36
12. Appropriations Subject to the Limit (Line D9d)			79,932,045.58			

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Rebecca Westover Ed. D	rwestover@mvwsd.org	650-526-3550
Gann Contact Person	Contact Email Address	Contact Phone Number

RESOLUTION FOR ADOPTING THE "GANN" LIMIT
Mountain View Whisman School District
Resolution No. 02-090425

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2024-2025 fiscal year and a projected Gann Limit for the 2025-2026 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school Districts may increase or decrease their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2024-2025 and 2025-2026 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2024-2025 and 2025-2026 fiscal years include an increase of $1,030,839.26 to the 2024-2025 Gann limit pursuant to the provisions of Government code Section 7902.1;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2024-2025 and 2025-2026 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

PASSED AND ADOPTED BY the Mountain View Whisman School District Board of Trustees on this 4th day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Governing Board
Mountain View Whisman School District
Santa Clara County, California

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: CONSENT AGENDA

Agenda Item Title: Resolution No. 01-090425, Designation of District Representative

Estimated Time:

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

Background:
The Mountain View Whisman School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s). The SAB and DGS require a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district.

Fiscal Implication:
None.

Recommended Action:
It is recommended that the Board of Trustees approve Resolution No. 01-090425, Designation of District Representative, as presented.

ATTACHMENTS:

Description	Type	Upload Date
Resolution No. 01-090425, Designation of District Representative	Backup Material	8/27/2025

Resolution No. 01-090425
BOARD OF TRUSTEES OF THE
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Designation of District Representative

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, Mountain View Whisman School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, the SAB and DGS require a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district; and

WHEREAS, the Mountain View Whisman School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

WHEREAS, the Mountain View Whisman School District Board of Education still recognizes the individuals identified below who have previously been authorized to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s), are still valid District Representatives.

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

NOW, THEREFORE, BE IT RESOLVED, that the Mountain View Whisman School District Board of Education authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

1. Jeffrey Baier, Superintendent

PASSED AND ADOPTED by the Board of Trustees of the Mountain View Whisman School District, Sant Clara County, State of California, this 4th day of September, 2025, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTION: _____

Date: _____

CERTIFICATION

I, William Lambert, certify that the foregoing is a true and correct copy of the resolution duly adopted by the Mountain View Whisman School District at a meeting thereof held on the 4th day of September, 2025, and that the same now appears on record in my office.

Date: _____

_____
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 9/4/2025

Agenda Category: ACTION AND DISCUSSION

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

Estimated Time:

Person Responsible: Jeffrey Baier, Superintendent

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 two candidates for short, public interviews by the Trustees. It is anticipated that Trustees will deliberate and appoint Corporation Board Members at the 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 9/4/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Site Plan Process and Timeline for 2025-26

Estimated Time:

Person Responsible:
Cathy Baur
Associate Superintendent
Educational Services

Background:
Staff will present an overview of the School Plan for Student Achievement development process and timeline for the 2025-26 school year.

Fiscal Implication:
None.

Recommended Action:
None.

ATTACHMENTS:

Description	Type	Upload Date
School Plans for Student Achievement 2025-26	Presentation	8/28/2025

Mountain View
Whisman
School District

School Plans for Student Achievement (SPSA) Timeline and Process 2025-26

September 4, 2025

Alignment to Strategic Plan 2027

- Single Plan for Student Achievement (Site Plans) are aligned with all goal areas of Strategic Plan 2027 and the Local Control Accountability Plan

Mountain View
Whisman
School District

Why School Site Plans?

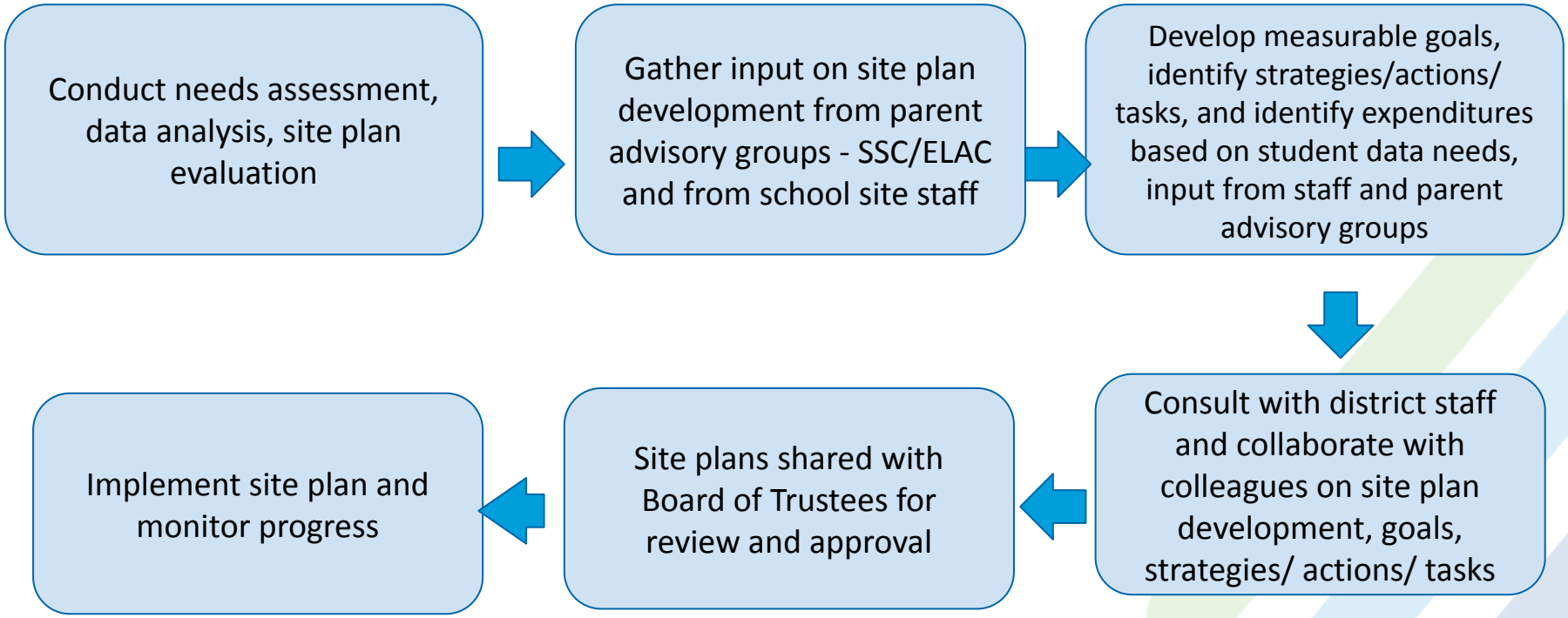
Single Plan for Student Achievement

- The Single Plan for Student Achievement (SPSA) or Site Plan
  - Blueprint to improve outcomes for all students.
- SPSA's are aligned to the District's Local Control Accountability Plan (LCAP) and the Strategic Plan
- SPSA's developed by site administrators with input from School Site Council (SSC), English Learner Advisory Committee (ELAC), and staff and include:
  - Comprehensive needs assessment based on student data analysis
  - Clearly identified metrics for evaluating and monitoring progress towards goals
- SPSAs are approved by the School Site Council and then the local governing board

Mountain View
Whisman
School District

Site Plan Process

Annual Site Plan Process



Site Plans

The school site plans are required to include the following:

- Stakeholder involvement
  - SSC/ELAC
    - Principals meet with parent advisory groups to gather input and gain support for the 1-year plan
    - Follow Green Act requirements including agenda posted at least 72 hours prior to meeting date and SPSA (Site Plan) is clearly listed as an agenda item
    - Minutes must be taken and posted prior to next meeting
    - Approve the site plan (ELAC provides input, SSC approves)
  - School site staff are an integral part of site plan development
- Goals to improve student outcomes, including addressing the needs of student groups
- Evidence-based strategies, actions, and services
- Proposed expenditures
- Signed Recommendations and Assurance page

Site Plan Goal Areas

Site plans include the following goal areas:

- Academic Achievement - ELA, Math
  - CAASPP achievement goal
  - One year's i-Ready Typical Growth goal
- Academic Achievement- English Language Learners
  - LTELs/At-Risk, RFEP, ELPAC
- Social Emotional Health and Wellness
  - Students, Parents
- Inclusive and Welcoming Culture
  - Attendance, Chronic Absenteeism
  - Welcoming Environment

Data Used for Site Plans

- The Strategic Plan and LCAP guide site plan goals and actions for the 2025-26 school year.
- Academic data used for Site Plan development
  - CAASPP Spring 2025
  - i-Ready Diagnostic 3 May 2025
  - Summative ELPAC
- In addition to academic data,
  - LCAP Survey results
  - Attendance and Behavior data
  - Any other site data

Mountain View
Whisman
School District

Site Plan Timeline

Timeline

August/ Mid- September	**Site Plan Development** Sites meet with stakeholders and gather input - parent advisory groups, staff consultation and working sessions with district staff on budgets, actions/ strategies/ tasks
October 1st	**Initial Site Plan Draft due** to Ed. Services for review and feedback
October 7th	**Feedback provided on initial draft** for any revisions needed
October 15th	**Final Site Plan Draft due** to Ed. Services

Timeline

October 20th - November 4th (Shared with trustees on October 17th via email)	**Site Plan Draft shared with Board of Trustees for Review.** Trustees schedule meetings with Principals (via Superintendent's office) to learn more about the site plan and ask questions Site Principals revise plans, as needed Public review of Site Plans - posted on district website on Oct 21st
November 7th	**Signed Recommendations and Assurance page due and final Site Plan to Ed. Services** - Due date for SSC to have approved the Site Plan and plans will be uploaded to Board Agenda and cannot be changed.

Timeline

November 20th	**Site Plans presented at Board Meeting for approval**. All Principals to attend this Board Meeting for any Site Plan questions

Mountain View
Whisman
School District

Site Plan Support - Work Sessions

Site Plan Support - Work Sessions

- Five working sessions for all principals
  - Dedicated time for Site Plan development with fellow principals and district staff
  - Each session will be 2 hours
- August through end of September

Site Plan Work Sessions

- **Session 1:** English Language Arts and English Learners
- **Session 2:** Mathematics and English Learners
- **Session 3:** English Learners and Inclusive & Welcoming Culture
- **Session 4:** Social Emotional Health & Wellness
- **Session 5**: Final Touches

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Next Steps

Next Steps

- Sites follow site plan development timeline
  - All documents will be share in English and Spanish throughout the process
- Principals work with school staff and parent advisory groups on site plan development and approval
- Principals attend work sessions and consult with District staff on site plan development
- Meetings with Board members will be scheduled between Oct. 20 and Nov. 4
- Final approval from Board of Trustees Nov. 20
- Review process with superintendent and staff and make adjustments for 2026-27

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) 2024-2025 Unaudited Actuals

Estimated Time:

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

Background:
The budget process of a school district requires the district to produce and adopt a budget by June 30 for the upcoming year. The Board is required to certify twice each year that the District is able to meet its financial obligations during the year.

The two intermediary reports give the district the opportunity to adjust the budget's revenues and expenditures based on the current climate and events. The First Interim reports July 1 - October 31 and is adopted by December 15. The Second Interim reports July 1 - January 31 and is adopted by March 15. In September, the district publishes the Unaudited Actual Report based on July 1 - June 30 of the previous year.

After closing the books of 2024-2025, per AB 1200, the District is required to submit a report to the County Office of Education of unaudited actual revenues and expenditures. The District will be audited in fall 2025 for the 2024-2025 year and staff will present the Auditor's report to the Board later this fall prior to meet the January 2026 deadline.

The 2024-2025 Unaudited Actual Report provides updated financial information for the District for any possible changes to the 2025-2026 Adopted Budget in preparation for the First Interim Budget in December 2025. The First Interim Budget also allows for any changes to revenue or reductions enacted by the State for the 2025-2026 State budget post the District's adoption of the 2025- 2026 budget.

Fiscal Implication:
Fund 01 General Fund
Beginning Balance: $56,131,861
Total Revenues: $123,896,251
Total Expenditures: $121,521,478
Ending Balance: $58,506,635

Unrestricted Ending Balance: $47,576,627
Unrestricted Reserve Level: 39.15%
Net Increase/(Decrease): $2,374,774

Recommended Action:
It is recommended that the Board of Trustees approve the 2024-2025 unaudited actuals, as presented.

ATTACHMENTS:

Description	Type	Upload Date
2024-2025 Unaudited Actuals	Backup Material	8/28/2025
2024-2025 Unaudited Actuals Report - Presentation	Backup Material	8/28/2025

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation	53.74%
	Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	
	CEA Deficiency Amount	$6,981,858.86
	Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination	MOE Met
	If MOE Not Met, the 2026-27 apportionment may be reduced by the lesser of the following two percentages:	
	MOE Deficiency Percentage - Based on Total Expenditures	0.00%
	MOE Deficiency Percentage - Based on Expenditures Per ADA	0.00%
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1	$1,030,839.26
	Adjusted Appropriations Limit	$79,932,045.58
	Appropriations Subject to Limit	$79,932,045.58
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate	10.37%
	Fixed-with-carry-forward indirect cost rate for use in 2026-27 subject to CDE approval.	

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2024-25 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____ Date of Meeting: Sep 04, 2025

Clerk / Secretary of the Governing Board

(Original signature required)

Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

2024-25 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____ Date: _____

County Superintendent/Designee

(Original signature required)

Printed Name: _____ Title: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:	For School District:
Stephanie Gomez	Rebecca Westover, Ed. D.
Name	Name
Assistant Superintendent of Business Services	Chief Business Officer
Title	Title
(408) 453-6519	(650) 526-3550
Telephone	Telephone
sgomez@sccoe.org	rwestover@mvwsd.org
E-mail Address	E-mail Address

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For: 2024-25 Unaudited Actuals	2025-26 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits	G	G
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals	S	
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	84,189,392.87	3,616,156.00	87,805,548.87	85,870,818.00	3,651,945.00	89,522,763.00	2.0%
2) Federal Revenue		8100-8299	713,346.74	2,312,960.75	3,026,307.49	0.00	2,136,803.00	2,136,803.00	-29.4%
3) Other State Revenue		8300-8599	1,467,506.32	8,738,999.81	10,206,506.13	1,313,157.00	8,316,825.00	9,629,982.00	-5.6%
4) Other Local Revenue		8600-8799	10,091,706.49	13,344,177.54	23,435,884.03	7,127,168.00	13,980,942.00	21,108,110.00	-9.9%
5) TOTAL, REVENUES			96,461,952.42	28,012,294.10	124,474,246.52	94,311,143.00	28,086,515.00	122,397,658.00	-1.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	35,136,605.81	8,925,525.85	44,062,131.66	37,303,186.00	12,105,548.00	49,408,734.00	12.1%
2) Classified Salaries		2000-2999	9,978,735.18	9,616,314.82	19,595,050.00	11,091,402.26	10,200,908.03	21,292,310.29	8.7%
3) Employee Benefits		3000-3999	18,412,951.58	11,561,467.47	29,974,419.05	20,004,914.55	13,278,476.53	33,283,391.08	11.0%
4) Books and Supplies		4000-4999	2,628,560.76	2,100,448.91	4,729,009.67	1,054,459.00	2,469,111.23	3,523,570.23	-25.5%
5) Services and Other Operating Expenditures		5000-5999	8,967,329.39	13,417,762.93	22,385,092.32	8,277,397.00	13,534,079.05	21,811,476.05	-2.6%
6) Capital Outlay		6000-6999	0.00	836,101.90	836,101.90	0.00	753,011.00	753,011.00	-9.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(336,079.00)	275,752.00	(60,327.00)	(544,432.00)	490,432.00	(54,000.00)	-10.5%
9) TOTAL, EXPENDITURES			74,788,103.72	46,733,373.88	121,521,477.60	77,186,926.81	52,831,565.84	130,018,492.65	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			21,673,848.70	(18,721,079.78)	2,952,768.92	17,124,216.19	(24,745,050.84)	(7,620,834.65)	-358.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	603,297.67	0.00	603,297.67	808,605.00	0.00	808,605.00	34.0%
2) Other Sources/Uses									
a) Sources		8930-8979	25,302.33	0.00	25,302.33	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(19,441,885.90)	19,441,885.90	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(20,019,881.24)	19,441,885.90	(577,995.34)	(23,910,342.84)	23,101,737.84	(808,605.00)	39.9%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,653,967.46	720,806.12	2,374,773.58	(6,786,126.65)	(1,643,313.00)	(8,429,439.65)	-455.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
c) As of July 1 - Audited (F1a + F1b)			45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%
2) Ending Balance, June 30 (E + F1e)			47,576,627.94	10,930,007.53	58,506,635.47	40,790,501.29	9,286,694.53	50,077,195.82	-14.4%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	8,000.00	0.00	8,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	11,841.16	0.00	11,841.16	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	124,137.74	108,995.00	233,132.74	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	10,821,012.53	10,821,012.53	0.00	9,286,694.53	9,286,694.53	-14.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	47,432,649.04	0.00	47,432,649.04	40,790,501.29	0.00	40,790,501.29	-14.0%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	48,020,649.99	9,417,044.47	57,437,694.46				
1) Fair Value Adjustment to Cash in County Treasury		9111	68,022.40	0.00	68,022.40				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	8,000.00	0.00	8,000.00				
d) with Fiscal Agent/Trustee		9135	23,179.67	0.00	23,179.67				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	810,092.59	2,802,604.77	3,612,697.36				
4) Due from Grantor Government		9290	0.00	74,850.53	74,850.53				
5) Due from Other Funds		9310	60,327.00	0.00	60,327.00				
6) Stores		9320	11,841.16	0.00	11,841.16				
7) Prepaid Expenditures		9330	124,137.74	108,995.00	233,132.74				
8) Other Current Assets		9340	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			49,126,250.55	12,403,494.77	61,529,745.32				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	726,233.73	1,373,978.30	2,100,212.03				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	603,297.67	0.00	603,297.67				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	220,091.21	99,508.94	319,600.15				
6) TOTAL, LIABILITIES			1,549,622.61	1,473,487.24	3,023,109.85				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(must agree with line F2) (G10 + H2) - (I6 + J2)			47,576,627.94	10,930,007.53	58,506,635.47				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	3,714,457.00	0.00	3,714,457.00	3,714,457.00	0.00	3,714,457.00	0.0%
Education Protection Account State Aid - Current Year		8012	885,636.00	0.00	885,636.00	888,200.00	0.00	888,200.00	0.3%
State Aid - Prior Years		8019	(236.00)	0.00	(236.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	234,088.16	0.00	234,088.16	236,000.00	0.00	236,000.00	0.8%
Timber Yield Tax		8022	1,199.03	0.00	1,199.03	1,258.00	0.00	1,258.00	4.9%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	74,477,790.22	0.00	74,477,790.22	76,482,903.00	0.00	76,482,903.00	2.7%
Unsecured Roll Taxes		8042	4,847,095.35	0.00	4,847,095.35	4,545,000.00	0.00	4,545,000.00	-6.2%
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8044	26,549.91	0.00	26,549.91	0.00	0.00	0.00	-100.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Community Redevelopment Funds (SB 617/699/1992)		8047	2,813.20	0.00	2,813.20	3,000.00	0.00	3,000.00	6.6%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			84,189,392.87	0.00	84,189,392.87	85,870,818.00	0.00	85,870,818.00	2.0%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	3,616,156.00	3,616,156.00	0.00	3,651,945.00	3,651,945.00	1.0%
LCFF Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			84,189,392.87	3,616,156.00	87,805,548.87	85,870,818.00	3,651,945.00	89,522,763.00	2.0%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,287,790.74	1,287,790.74	0.00	1,280,057.00	1,280,057.00	-0.6%
Special Education Discretionary Grants		8182	0.00	114,712.00	114,712.00	0.00	96,487.00	96,487.00	-15.9%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		571,749.82	571,749.82		434,401.00	434,401.00	-24.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		97,817.00	97,817.00		94,426.00	94,426.00	-3.5%
Title III, Immigrant Student Program	4201	8290		18,751.82	18,751.82		57,285.00	57,285.00	205.5%
Title III, English Learner Program	4203	8290		176,477.64	176,477.64		145,229.00	145,229.00	-17.7%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
Other Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		32,700.00	32,700.00		28,918.00	28,918.00	-11.6%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	713,346.74	12,961.73	726,308.47	0.00	0.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			713,346.74	2,312,960.75	3,026,307.49	0.00	2,136,803.00	2,136,803.00	-29.4%
OTHER STATE REVENUE									
Other State Apportionments									
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	166,701.00	0.00	166,701.00	172,529.00	0.00	172,529.00	3.5%
Lottery - Unrestricted and Instructional Materials		8560	908,174.32	426,770.46	1,334,944.78	831,232.00	356,864.00	1,188,096.00	-11.0%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590		2,479,512.00	2,479,512.00		1,958,704.00	1,958,704.00	-21.0%
After School Education and Safety (ASES)	6010	8590		515,109.74	515,109.74		513,645.00	513,645.00	-0.3%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
Arts and Music in Schools (Prop 28)	6770	8590		608,311.00	608,311.00		608,311.00	608,311.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	392,631.00	4,709,296.61	5,101,927.61	309,396.00	4,879,301.00	5,188,697.00	1.7%
TOTAL, OTHER STATE REVENUE			1,467,506.32	8,738,999.81	10,206,506.13	1,313,157.00	8,316,825.00	9,629,982.00	-5.6%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	2,930,744.11	2,930,744.11	0.00	5,253,488.00	5,253,488.00	79.3%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	6,882,840.37	0.00	6,882,840.37	5,781,368.00	0.00	5,781,368.00	-16.0%
Interest		8660	1,984,272.27	0.00	1,984,272.27	1,275,800.00	0.00	1,275,800.00	-35.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	877,593.26	0.00	877,593.26	0.00	0.00	0.00	-100.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	257,936.60	10,116,047.38	10,373,983.98	70,000.00	8,471,452.00	8,541,452.00	-17.7%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	5,112.28	0.00	5,112.28	0.00	0.00	0.00	-100.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		297,386.05	297,386.05		256,002.00	256,002.00	-13.9%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	83,951.71	0.00	83,951.71	0.00	0.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			10,091,706.49	13,344,177.54	23,435,884.03	7,127,168.00	13,980,942.00	21,108,110.00	-9.9%
TOTAL, REVENUES			96,461,952.42	28,012,294.10	124,474,246.52	94,311,143.00	28,086,515.00	122,397,658.00	-1.7%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	28,069,838.45	6,162,736.38	34,232,574.83	31,300,179.00	8,384,901.00	39,685,080.00	15.9%
Certificated Pupil Support Salaries		1200	1,046,122.45	1,693,780.60	2,739,903.05	145,126.00	2,779,538.00	2,924,664.00	6.7%
Certificated Supervisors' and Administrators' Salaries		1300	5,590,076.32	1,069,008.87	6,659,085.19	5,768,381.00	941,109.00	6,709,490.00	0.8%
Other Certificated Salaries		1900	430,568.59	0.00	430,568.59	89,500.00	0.00	89,500.00	-79.2%
TOTAL, CERTIFICATED SALARIES			35,136,605.81	8,925,525.85	44,062,131.66	37,303,186.00	12,105,548.00	49,408,734.00	12.1%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,321,400.50	5,396,352.50	6,717,753.00	1,892,432.26	5,710,368.65	7,602,800.91	13.2%
Classified Support Salaries		2200	2,677,781.13	1,433,252.84	4,111,033.97	2,860,248.00	1,722,440.33	4,582,688.33	11.5%
Classified Supervisors' and Administrators' Salaries		2300	1,141,501.64	1,006,477.99	2,147,979.63	1,319,231.00	969,717.00	2,288,948.00	6.6%
Clerical, Technical and Office Salaries		2400	3,618,016.47	1,212,796.31	4,830,812.78	3,983,568.00	1,295,722.05	5,279,290.05	9.3%
Other Classified Salaries		2900	1,220,035.44	567,435.18	1,787,470.62	1,035,923.00	502,660.00	1,538,583.00	-13.9%
TOTAL, CLASSIFIED SALARIES			9,978,735.18	9,616,314.82	19,595,050.00	11,091,402.26	10,200,908.03	21,292,310.29	8.7%
EMPLOYEE BENEFITS									
STRS		3101-3102	6,508,470.01	5,464,713.39	11,973,183.40	7,034,467.00	6,194,567.00	13,229,034.00	10.5%
PERS		3201-3202	2,316,685.66	2,347,923.14	4,664,608.80	2,632,167.74	2,588,333.47	5,220,501.21	11.9%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
OASDI/Medicare/Alternative		3301-3302	1,276,737.14	816,868.53	2,093,605.67	1,386,189.40	945,258.09	2,331,447.49	11.4%
Health and Welfare Benefits		3401-3402	6,868,814.78	2,546,668.36	9,415,483.14	7,512,207.81	3,078,870.19	10,591,078.00	12.5%
Unemployment Insurance		3501-3502	22,075.56	8,803.58	30,879.14	33,848.35	12,691.23	46,539.58	50.7%
Workers' Compensation		3601-3602	940,440.08	372,266.59	1,312,706.67	1,026,162.25	458,756.55	1,484,918.80	13.1%
OPEB, Allocated		3701-3702	461,328.57	0.00	461,328.57	379,871.00	0.00	379,871.00	-17.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	18,399.78	4,223.88	22,623.66	1.00	0.00	1.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			18,412,951.58	11,561,467.47	29,974,419.05	20,004,914.55	13,278,476.53	33,283,391.08	11.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	1,976,964.21	426,770.46	2,403,734.67	209,227.00	425,864.00	635,091.00	-73.6%
Materials and Supplies		4300	575,591.82	1,423,812.67	1,999,404.49	828,522.00	1,503,282.23	2,331,804.23	16.6%
Noncapitalized Equipment		4400	76,004.73	249,865.78	325,870.51	16,710.00	539,965.00	556,675.00	70.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,628,560.76	2,100,448.91	4,729,009.67	1,054,459.00	2,469,111.23	3,523,570.23	-25.5%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	131,557.52	18,908.68	150,466.20	330,437.00	57,883.00	388,320.00	158.1%
Dues and Memberships		5300	98,096.42	13,175.82	111,272.24	112,529.00	10,900.00	123,429.00	10.9%
Insurance		5400 - 5450	1,027,906.05	0.00	1,027,906.05	1,138,860.00	0.00	1,138,860.00	10.8%
Operations and Housekeeping Services		5500	2,046,979.79	289,244.84	2,336,224.63	2,107,300.00	308,998.00	2,416,298.00	3.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	246,305.68	899,901.02	1,146,206.70	210,950.00	515,980.00	726,930.00	-36.6%
Transfers of Direct Costs		5710	(12,078.60)	12,078.60	0.00	(802.00)	802.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	498.46	41,842.93	42,341.39	(500.00)	40,000.00	39,500.00	-6.7%
Professional/Consulting Services and Operating Expenditures		5800	5,360,433.55	12,078,885.78	17,439,319.33	4,311,409.00	12,530,991.05	16,842,400.05	-3.4%
Communications		5900	67,630.52	63,725.26	131,355.78	67,214.00	68,525.00	135,739.00	3.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			8,967,329.39	13,417,762.93	22,385,092.32	8,277,397.00	13,534,079.05	21,811,476.05	-2.6%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	19,949.73	19,949.73	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	731,399.40	731,399.40	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
Equipment		6400	0.00	84,752.77	84,752.77	0.00	753,011.00	753,011.00	788.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	836,101.90	836,101.90	0.00	753,011.00	753,011.00	-9.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Indirect Costs		7310	(275,752.00)	275,752.00	0.00	(490,432.00)	490,432.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(60,327.00)	0.00	(60,327.00)	(54,000.00)	0.00	(54,000.00)	-10.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(336,079.00)	275,752.00	(60,327.00)	(544,432.00)	490,432.00	(54,000.00)	-10.5%
TOTAL, EXPENDITURES			74,788,103.72	46,733,373.88	121,521,477.60	77,186,926.81	52,831,565.84	130,018,492.65	7.0%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	603,297.67	0.00	603,297.67	808,605.00	0.00	808,605.00	34.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			603,297.67	0.00	603,297.67	808,605.00	0.00	808,605.00	34.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	25,302.33	0.00	25,302.33	0.00	0.00	0.00	-100.0%
(c) TOTAL, SOURCES			25,302.33	0.00	25,302.33	0.00	0.00	0.00	-100.0%
USES									

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals			2025-26 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(19,441,885.90)	19,441,885.90	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(19,441,885.90)	19,441,885.90	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(20,019,881.24)	19,441,885.90	(577,995.34)	(23,910,342.84)	23,101,737.84	(808,605.00)	39.9%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	84,189,392.87	3,616,156.00	87,805,548.87	85,870,818.00	3,651,945.00	89,522,763.00	2.0%
2) Federal Revenue		8100-8299	713,346.74	2,312,960.75	3,026,307.49	0.00	2,136,803.00	2,136,803.00	-29.4%
3) Other State Revenue		8300-8599	1,467,506.32	8,738,999.81	10,206,506.13	1,313,157.00	8,316,825.00	9,629,982.00	-5.6%
4) Other Local Revenue		8600-8799	10,091,706.49	13,344,177.54	23,435,884.03	7,127,168.00	13,980,942.00	21,108,110.00	-9.9%
5) TOTAL, REVENUES			96,461,952.42	28,012,294.10	124,474,246.52	94,311,143.00	28,086,515.00	122,397,658.00	-1.7%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		46,025,058.67	31,072,070.26	77,097,128.93	50,074,075.88	35,932,286.70	86,006,362.58	11.6%
2) Instruction - Related Services	2000-2999		10,505,318.36	4,088,118.18	14,593,436.54	11,025,621.00	4,029,163.38	15,054,784.38	3.2%
3) Pupil Services	3000-3999		2,859,048.72	4,083,794.30	6,942,843.02	2,213,315.93	5,740,729.95	7,954,045.88	14.6%
4) Ancillary Services	4000-4999		137,496.49	161,526.76	299,023.25	75,822.00	100,997.00	176,819.00	-40.9%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		10,143,768.79	2,651,461.27	12,795,230.06	8,219,027.00	2,983,058.81	11,202,085.81	-12.5%
8) Plant Services	8000-8999		5,117,412.69	4,676,403.11	9,793,815.80	5,579,065.00	4,045,330.00	9,624,395.00	-1.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			74,788,103.72	46,733,373.88	121,521,477.60	77,186,926.81	52,831,565.84	130,018,492.65	7.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			21,673,848.70	(18,721,079.78)	2,952,768.92	17,124,216.19	(24,745,050.84)	(7,620,834.65)	-358.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	603,297.67	0.00	603,297.67	808,605.00	0.00	808,605.00	34.0%
2) Other Sources/Uses									
a) Sources		8930-8979	25,302.33	0.00	25,302.33	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(19,441,885.90)	19,441,885.90	0.00	(23,101,737.84)	23,101,737.84	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(20,019,881.24)	19,441,885.90	(577,995.34)	(23,910,342.84)	23,101,737.84	(808,605.00)	39.9%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,653,967.46	720,806.12	2,374,773.58	(6,786,126.65)	(1,643,313.00)	(8,429,439.65)	-455.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals Unrestricted (A)	2024-25 Unaudited Actuals Restricted (B)	2024-25 Unaudited Actuals Total Fund col. A + B (C)	2025-26 Budget Unrestricted (D)	2025-26 Budget Restricted (E)	2025-26 Budget Total Fund col. D + E (F)	% Diff Column C & F
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			45,922,660.48	10,209,201.41	56,131,861.89	47,576,627.94	10,930,007.53	58,506,635.47	4.2%
2) Ending Balance, June 30 (E + F1e)			47,576,627.94	10,930,007.53	58,506,635.47	40,790,501.29	9,286,694.53	50,077,195.82	-14.4%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	8,000.00	0.00	8,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	11,841.16	0.00	11,841.16	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	124,137.74	108,995.00	233,132.74	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	10,821,012.53	10,821,012.53	0.00	9,286,694.53	9,286,694.53	-14.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	47,432,649.04	0.00	47,432,649.04	40,790,501.29	0.00	40,790,501.29	-14.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
2600	Expanded Learning Opportunities Program	1,197,357.74	1,304,357.74
6318	Antibias Education Grant	51,654.31	51,654.31
6546	Mental Health-Related Services	430,952.75	37,972.75
6547	Special Education Early Intervention Preschool Grant	59,249.13	17,982.13
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	595,748.63	18,885.40
6770	Arts and Music in Schools (AMS)-Funding Guarantee and Accountability Act (Prop 28)	1,236,526.00	1,205,622.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	247,938.36	247,938.36
7415	Classified School Employee Summer Assistance Program	31,822.18	31,822.18
7435	Learning Recovery Emergency Block Grant	2,736,999.03	2,121,449.26
7810	Other Restricted State	30,589.00	30,589.00
9010	Other Restricted Local	4,202,175.40	4,218,421.40
Total, Restricted Balance		10,821,012.53	9,286,694.53

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,502.84	0.00	-100.0%
3) Other State Revenue		8300-8599	2,297,407.14	2,100,231.00	-8.6%
4) Other Local Revenue		8600-8799	365,612.70	315,000.00	-13.8%
5) TOTAL, REVENUES			2,668,522.68	2,415,231.00	-9.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	965,228.14	1,083,551.00	12.3%
2) Classified Salaries		2000-2999	816,031.78	887,208.00	8.7%
3) Employee Benefits		3000-3999	877,387.85	1,003,537.00	14.4%
4) Books and Supplies		4000-4999	70,505.58	40,200.00	-43.0%
5) Services and Other Operating Expenditures		5000-5999	158,734.13	197,193.00	24.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	60,327.00	54,000.00	-10.5%
9) TOTAL, EXPENDITURES			2,948,214.48	3,265,689.00	10.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(279,691.80)	(850,458.00)	204.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	603,297.67	808,605.00	34.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			603,297.67	808,605.00	34.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			323,605.87	(41,853.00)	-112.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	830,248.31	1,153,854.18	39.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			830,248.31	1,153,854.18	39.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			830,248.31	1,153,854.18	39.0%
2) Ending Balance, June 30 (E + F1e)			1,153,854.18	1,112,001.18	-3.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,153,854.18	1,112,001.18	-3.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,128,879.47		
1) Fair Value Adjustment to Cash in County Treasury		9111	1,336.91		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	13,540.72		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	603,297.67		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,747,054.77		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	6,031.36		
2) Due to Grantor Governments		9590	404,817.96		
3) Due to Other Funds		9610	60,327.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	122,024.27		
6) TOTAL, LIABILITIES			593,200.59		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			1,153,854.18		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	5,502.84	0.00	-100.0%
TOTAL, FEDERAL REVENUE			5,502.84	0.00	-100.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Expanded Learning Opportunities Program (ELO-P)	2600	8590	0.00	0.00	0.0%
State Preschool	6105	8590	1,871,907.59	2,000,000.00	6.8%
Arts and Music in Schools (Prop 28)	6770	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	425,499.55	100,231.00	-76.4%
TOTAL, OTHER STATE REVENUE			2,297,407.14	2,100,231.00	-8.6%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	60,150.65	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	20,647.14	0.00	-100.0%
Fees and Contracts					
Child Development Parent Fees		8673	284,628.15	315,000.00	10.7%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	186.76	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			365,612.70	315,000.00	-13.8%
TOTAL, REVENUES			2,668,522.68	2,415,231.00	-9.5%
CERTIFICATED SALARIES					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Certificated Teachers' Salaries		1100	709,275.22	806,940.00	13.8%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	255,952.92	276,611.00	8.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			965,228.14	1,083,551.00	12.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	643,208.74	696,560.00	8.3%
Classified Support Salaries		2200	55,150.27	72,540.00	31.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	116,746.72	118,108.00	1.2%
Other Classified Salaries		2900	926.05	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			816,031.78	887,208.00	8.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	169,526.29	177,907.00	4.9%
PERS		3201-3202	305,004.87	355,161.00	16.4%
OASDI/Medicare/Alternative		3301-3302	90,590.16	102,730.00	13.4%
Health and Welfare Benefits		3401-3402	274,592.17	325,090.00	18.4%
Unemployment Insurance		3501-3502	860.52	987.00	14.7%
Workers' Compensation		3601-3602	36,383.85	41,662.00	14.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	429.99	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			877,387.85	1,003,537.00	14.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	68,302.35	40,200.00	-41.1%
Noncapitalized Equipment		4400	2,203.23	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			70,505.58	40,200.00	-43.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	16,033.36	400.00	-97.5%
Dues and Memberships		5300	7,188.82	3,974.00	-44.7%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	20,264.76	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	114,047.19	191,619.00	68.0%
Communications		5900	1,200.00	1,200.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			158,734.13	197,193.00	24.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	60,327.00	54,000.00	-10.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			60,327.00	54,000.00	-10.5%
TOTAL, EXPENDITURES			2,948,214.48	3,265,689.00	10.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	603,297.67	808,605.00	34.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			603,297.67	808,605.00	34.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			603,297.67	808,605.00	34.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,502.84	0.00	-100.0%
3) Other State Revenue		8300-8599	2,297,407.14	2,100,231.00	-8.6%
4) Other Local Revenue		8600-8799	365,612.70	315,000.00	-13.8%
5) TOTAL, REVENUES			2,668,522.68	2,415,231.00	-9.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		2,235,604.90	2,500,527.00	11.9%
2) Instruction - Related Services	2000-2999		568,357.13	600,028.00	5.6%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		60,327.00	54,000.00	-10.5%
8) Plant Services	8000-8999		83,925.45	111,134.00	32.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,948,214.48	3,265,689.00	10.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(279,691.80)	(850,458.00)	204.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	603,297.67	808,605.00	34.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			603,297.67	808,605.00	34.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			323,605.87	(41,853.00)	-112.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	830,248.31	1,153,854.18	39.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			830,248.31	1,153,854.18	39.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			830,248.31	1,153,854.18	39.0%
2) Ending Balance, June 30 (E + F1e)			1,153,854.18	1,112,001.18	-3.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,153,854.18	1,112,001.18	-3.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
5059	Early Education: ARP California State Preschool Program One-time Stipend	34,600.00	34,600.00
5066	Early Education: ARP California State Preschool Program - Rate Supplements	113,296.00	113,296.00
7810	Other Restricted State	883,523.32	841,670.32
9010	Other Restricted Local	122,434.86	122,434.86
Total, Restricted Balance		1,153,854.18	1,112,001.18

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,410,357.32	1,270,464.00	-9.9%
3) Other State Revenue		8300-8599	2,869,302.21	2,860,812.00	-0.3%
4) Other Local Revenue		8600-8799	90,303.83	66,214.00	-26.7%
5) TOTAL, REVENUES			4,369,963.36	4,197,490.00	-3.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,769,192.85	1,908,032.00	7.8%
3) Employee Benefits		3000-3999	851,016.27	950,395.50	11.7%
4) Books and Supplies		4000-4999	1,721,948.06	1,879,664.68	9.2%
5) Services and Other Operating Expenditures		5000-5999	33,897.48	54,225.94	60.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,376,054.66	4,792,318.12	9.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(6,091.30)	(594,828.12)	9,665.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(6,091.30)	(594,828.12)	9,665.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,382,967.54	1,376,876.24	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,382,967.54	1,376,876.24	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,382,967.54	1,376,876.24	-0.4%
2) Ending Balance, June 30 (E + F1e)			1,376,876.24	782,048.12	-43.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	123,659.63	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,253,216.61	782,048.12	-37.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	418,416.33		
1) Fair Value Adjustment to Cash in County Treasury		9111	495.52		
b) in Banks		9120	5,197.95		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	895,372.03		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	123,659.63		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			1,443,141.46		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	36,522.47		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	29,742.75		
6) TOTAL, LIABILITIES			66,265.22		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			1,376,876.24		
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,410,357.32	1,270,464.00	-9.9%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,410,357.32	1,270,464.00	-9.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	2,869,302.21	2,860,812.00	-0.3%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,869,302.21	2,860,812.00	-0.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	288.82	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	19,077.60	3,000.00	-84.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	6,023.41	0.00	-100.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	64,914.00	63,214.00	-2.6%
TOTAL, OTHER LOCAL REVENUE			90,303.83	66,214.00	-26.7%
TOTAL, REVENUES			4,369,963.36	4,197,490.00	-3.9%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,391,784.66	1,532,785.00	10.1%
Classified Supervisors' and Administrators' Salaries		2300	377,408.19	375,247.00	-0.6%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			1,769,192.85	1,908,032.00	7.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	390,378.12	424,687.00	8.8%
OASDI/Medicare/Alternative		3301-3302	125,950.82	141,497.00	12.3%
Health and Welfare Benefits		3401-3402	297,448.77	342,750.00	15.2%
Unemployment Insurance		3501-3502	848.04	1,021.50	20.5%
Workers' Compensation		3601-3602	35,875.52	40,435.00	12.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	515.00	5.00	-99.0%
TOTAL, EMPLOYEE BENEFITS			851,016.27	950,395.50	11.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	105,736.08	117,404.68	11.0%
Noncapitalized Equipment		4400	931.93	0.00	-100.0%
Food		4700	1,615,280.05	1,762,260.00	9.1%
TOTAL, BOOKS AND SUPPLIES			1,721,948.06	1,879,664.68	9.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	495.00	300.00	-39.4%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	8,000.00	New
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	23,029.07	28,680.00	24.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(62,606.15)	(39,500.00)	-36.9%
Professional/Consulting Services and Operating Expenditures		5800	71,779.56	55,545.94	-22.6%
Communications		5900	1,200.00	1,200.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			33,897.48	54,225.94	60.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			4,376,054.66	4,792,318.12	9.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,410,357.32	1,270,464.00	-9.9%
3) Other State Revenue		8300-8599	2,869,302.21	2,860,812.00	-0.3%
4) Other Local Revenue		8600-8799	90,303.83	66,214.00	-26.7%
5) TOTAL, REVENUES			4,369,963.36	4,197,490.00	-3.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		4,376,054.66	4,784,318.12	9.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	8,000.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,376,054.66	4,792,318.12	9.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(6,091.30)	(594,828.12)	9,665.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(6,091.30)	(594,828.12)	9,665.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,382,967.54	1,376,876.24	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,382,967.54	1,376,876.24	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,382,967.54	1,376,876.24	-0.4%
2) Ending Balance, June 30 (E + F1e)			1,376,876.24	782,048.12	-43.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	123,659.63	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,253,216.61	782,048.12	-37.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	1,253,216.61	782,048.12
Total, Restricted Balance		1,253,216.61	782,048.12

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	374,495.67	125,000.00	-66.6%
5) TOTAL, REVENUES			374,495.67	125,000.00	-66.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			374,495.67	125,000.00	-66.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			374,495.67	125,000.00	-66.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,171,913.67	7,546,409.34	5.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,171,913.67	7,546,409.34	5.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,171,913.67	7,546,409.34	5.2%
2) Ending Balance, June 30 (E + F1e)			7,546,409.34	7,671,409.34	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	7,546,409.34	7,671,409.34	1.7%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,470,591.91		
1) Fair Value Adjustment to Cash in County Treasury		9111	8,847.28		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	66,970.15		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			7,546,409.34		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(must agree with line F2) (G10 + H2) - (I6 + J2)			7,546,409.34		
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	258,866.19	125,000.00	-51.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	115,629.48	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			374,495.67	125,000.00	-66.6%
TOTAL, REVENUES			374,495.67	125,000.00	-66.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	374,495.67	125,000.00	-66.6%
5) TOTAL, REVENUES			374,495.67	125,000.00	-66.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			374,495.67	125,000.00	-66.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			374,495.67	125,000.00	-66.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,171,913.67	7,546,409.34	5.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,171,913.67	7,546,409.34	5.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,171,913.67	7,546,409.34	5.2%
2) Ending Balance, June 30 (E + F1e)			7,546,409.34	7,671,409.34	1.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	7,546,409.34	7,671,409.34	1.7%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,000,543.85	0.00	-100.0%
5) TOTAL, REVENUES			3,000,543.85	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	40,308.24	42,275.00	4.9%
3) Employee Benefits		3000-3999	15,169.58	16,304.00	7.5%
4) Books and Supplies		4000-4999	345,308.77	1,243,567.49	260.1%
5) Services and Other Operating Expenditures		5000-5999	644,957.26	937,464.70	45.4%
6) Capital Outlay		6000-6999	19,720,686.73	58,363,276.34	195.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			20,766,430.58	60,602,887.53	191.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(17,765,886.73)	(60,602,887.53)	241.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	74,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			74,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			56,234,113.27	(60,602,887.53)	-207.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,035,623.37	71,269,736.64	374.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,035,623.37	71,269,736.64	374.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,035,623.37	71,269,736.64	374.0%
2) Ending Balance, June 30 (E + F1e)			71,269,736.64	10,666,849.11	-85.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	71,269,736.64	10,666,849.11	-85.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	70,747,758.17		
1) Fair Value Adjustment to Cash in County Treasury		9111	83,785.26		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	684,860.83		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			71,516,404.26		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	246,667.62		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			246,667.62		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			71,269,736.64		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,608,133.97	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	388,609.74	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	3,800.14	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,000,543.85	0.00	-100.0%
TOTAL, REVENUES			3,000,543.85	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	40,308.24	42,275.00	4.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			40,308.24	42,275.00	4.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	10,903.44	11,583.00	6.2%
OASDI/Medicare/Alternative		3301-3302	2,823.68	3,234.00	14.5%
Health and Welfare Benefits		3401-3402	588.96	573.00	-2.7%
Unemployment Insurance		3501-3502	18.52	21.00	13.4%
Workers' Compensation		3601-3602	834.98	893.00	6.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			15,169.58	16,304.00	7.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	4,748.78	0.00	-100.0%
Noncapitalized Equipment		4400	340,559.99	1,243,567.49	265.2%
TOTAL, BOOKS AND SUPPLIES			345,308.77	1,243,567.49	260.1%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	44,205.50	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	600,751.76	937,464.70	56.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			644,957.26	937,464.70	45.4%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	1,082,468.02	14,896,520.50	1,276.2%
Buildings and Improvements of Buildings		6200	18,638,218.71	43,466,755.84	133.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			19,720,686.73	58,363,276.34	195.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			20,766,430.58	60,602,887.53	191.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	74,000,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			74,000,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			74,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,000,543.85	0.00	-100.0%
5) TOTAL, REVENUES			3,000,543.85	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		20,537,580.58	60,602,887.53	195.1%
9) Other Outgo	9000-9999	Except 7600-7699	228,850.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			20,766,430.58	60,602,887.53	191.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(17,765,886.73)	(60,602,887.53)	241.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	74,000,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			74,000,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			56,234,113.27	(60,602,887.53)	-207.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,035,623.37	71,269,736.64	374.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,035,623.37	71,269,736.64	374.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,035,623.37	71,269,736.64	374.0%
2) Ending Balance, June 30 (E + F1e)			71,269,736.64	10,666,849.11	-85.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	71,269,736.64	10,666,849.11	-85.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	71,269,736.64	10,666,849.11
Total, Restricted Balance		71,269,736.64	10,666,849.11

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,097,040.08	770,000.00	-29.8%
5) TOTAL, REVENUES			1,097,040.08	770,000.00	-29.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	9,050,179.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	9,050,179.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,097,040.08	(8,280,179.00)	-854.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,097,040.08	(8,280,179.00)	-854.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,519,139.40	9,616,179.48	12.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,519,139.40	9,616,179.48	12.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,519,139.40	9,616,179.48	12.9%
2) Ending Balance, June 30 (E + F1e)			9,616,179.48	1,336,000.48	-86.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,616,179.48	1,336,000.48	-86.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,519,932.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	11,274.28		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	84,972.39		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			9,616,179.48		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			9,616,179.48		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	323,169.29	150,000.00	-53.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	138,125.40	0.00	-100.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	635,745.39	620,000.00	-2.5%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,097,040.08	770,000.00	-29.8%
TOTAL, REVENUES			1,097,040.08	770,000.00	-29.8%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	9,050,179.00	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	9,050,179.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	9,050,179.00	New
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,097,040.08	770,000.00	-29.8%
5) TOTAL, REVENUES			1,097,040.08	770,000.00	-29.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	9,050,179.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	9,050,179.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			1,097,040.08	(8,280,179.00)	-854.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,097,040.08	(8,280,179.00)	-854.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,519,139.40	9,616,179.48	12.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,519,139.40	9,616,179.48	12.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,519,139.40	9,616,179.48	12.9%
2) Ending Balance, June 30 (E + F1e)			9,616,179.48	1,336,000.48	-86.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,616,179.48	1,336,000.48	-86.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	9,616,179.48	1,336,000.48
Total, Restricted Balance		9,616,179.48	1,336,000.48

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9.57	0.00	-100.0%
5) TOTAL, REVENUES			9.57	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			9.57	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	676.12	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(676.12)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(666.55)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	666.55	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			666.55	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			666.55	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	9.57	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			9.57	0.00	-100.0%
TOTAL, REVENUES			9.57	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	676.12	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			676.12	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(676.12)	0.00	-100.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	9.57	0.00	-100.0%
5) TOTAL, REVENUES			9.57	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			9.57	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	676.12	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(676.12)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(666.55)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	666.55	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			666.55	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			666.55	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	708,262.05	0.00	-100.0%
5) TOTAL, REVENUES			708,262.05	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	15,402.98	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	568,326.41	0.00	-100.0%
6) Capital Outlay		6000-6999	70,684.75	5,478,028.46	7,649.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	800,000.00	New
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			654,414.14	6,278,028.46	859.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			53,847.91	(6,278,028.46)	-11,758.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	676.12	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			676.12	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			54,524.03	(6,278,028.46)	-11,614.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,191,174.49	9,245,698.52	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,191,174.49	9,245,698.52	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,191,174.49	9,245,698.52	0.6%
2) Ending Balance, June 30 (E + F1e)			9,245,698.52	2,967,670.06	-67.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,740,434.79	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	4,505,263.73	3,138,706.60	-30.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(171,036.54)	New
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,198,870.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	10,894.05		
b) in Banks		9120	137,618.59		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	60,304.53		
e) Collections Awaiting Deposit		9140	25,539.41		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	83,018.60		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			9,516,245.99		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	181,602.36		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	88,945.11		
6) TOTAL, LIABILITIES			270,547.47		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			9,245,698.52		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	235,544.30	0.00	-100.0%
Interest		8660	324,800.91	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	147,916.84	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			708,262.05	0.00	-100.0%
TOTAL, REVENUES			708,262.05	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	15,402.98	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			15,402.98	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	35,510.70	0.00	-100.0%
Operations and Housekeeping Services		5500	411,513.39	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	294.89	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	121,007.43	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			568,326.41	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	70,684.75	5,478,028.46	7,649.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			70,684.75	5,478,028.46	7,649.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	800,000.00	New
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	800,000.00	New
TOTAL, EXPENDITURES			654,414.14	6,278,028.46	859.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	676.12	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			676.12	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			676.12	0.00	-100.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	708,262.05	0.00	-100.0%
5) TOTAL, REVENUES			708,262.05	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		654,414.14	5,478,028.46	737.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	800,000.00	New
10) TOTAL, EXPENDITURES			654,414.14	6,278,028.46	859.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			53,847.91	(6,278,028.46)	-11,758.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	676.12	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			676.12	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			54,524.03	(6,278,028.46)	-11,614.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,191,174.49	9,245,698.52	0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,191,174.49	9,245,698.52	0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,191,174.49	9,245,698.52	0.6%
2) Ending Balance, June 30 (E + F1e)			9,245,698.52	2,967,670.06	-67.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,740,434.79	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	4,505,263.73	3,138,706.60	-30.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(171,036.54)	New

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	4,740,434.79	0.00
Total, Restricted Balance		4,740,434.79	0.00

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,909.52	30,442.39	-1.5%
4) Other Local Revenue		8600-8799	35,050,251.71	31,845,274.22	-9.1%
5) TOTAL, REVENUES			35,081,161.23	31,875,716.61	-9.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	32,994,161.12	32,999,541.12	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			32,994,161.12	32,999,541.12	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,087,000.11	(1,123,824.51)	-153.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,087,000.11	(1,123,824.51)	-153.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,847,657.71	22,934,657.82	10.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,847,657.71	22,934,657.82	10.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,847,657.71	22,934,657.82	10.0%
2) Ending Balance, June 30 (E + F1e)			22,934,657.82	21,810,833.31	-4.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	22,934,657.82	21,810,833.31	-4.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	22,800,657.18		
1) Fair Value Adjustment to Cash in County Treasury		9111	27,002.39		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	120,278.20		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			22,947,937.77		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	13,279.95		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			13,279.95		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G10 + H2) - (I6 + J2)			22,934,657.82		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	30,909.52	30,442.39	-1.5%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			30,909.52	30,442.39	-1.5%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	24,325,954.54	22,793,206.28	-6.3%
Unsecured Roll		8612	2,620,990.06	1,920,000.00	-26.7%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	528,376.02	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	476,171.52	288,243.19	-39.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	338,886.53	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	6,759,873.04	6,843,824.75	1.2%
TOTAL, OTHER LOCAL REVENUE			35,050,251.71	31,845,274.22	-9.1%
TOTAL, REVENUES			35,081,161.23	31,875,716.61	-9.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	11,981,984.10	11,981,984.10	0.0%
Bond Interest and Other Service Charges		7434	21,012,177.02	21,017,557.02	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			32,994,161.12	32,999,541.12	0.0%
TOTAL, EXPENDITURES			32,994,161.12	32,999,541.12	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	30,909.52	30,442.39	-1.5%
4) Other Local Revenue		8600-8799	35,050,251.71	31,845,274.22	-9.1%
5) TOTAL, REVENUES			35,081,161.23	31,875,716.61	-9.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	32,994,161.12	32,999,541.12	0.0%
10) TOTAL, EXPENDITURES			32,994,161.12	32,999,541.12	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			2,087,000.11	(1,123,824.51)	-153.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,087,000.11	(1,123,824.51)	-153.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,847,657.71	22,934,657.82	10.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,847,657.71	22,934,657.82	10.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,847,657.71	22,934,657.82	10.0%
2) Ending Balance, June 30 (E + F1e)			22,934,657.82	21,810,833.31	-4.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	22,934,657.82	21,810,833.31	-4.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
9010	Other Restricted Local	22,934,657.82	21,810,833.31
Total, Restricted Balance		22,934,657.82	21,810,833.31

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,596.20	5,000.00	-10.7%
5) TOTAL, REVENUES			5,596.20	5,000.00	-10.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	10,019.21	5,000.00	-50.1%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			10,019.21	5,000.00	-50.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,423.01)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,423.01)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,103.06	12,680.05	-25.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,103.06	12,680.05	-25.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,103.06	12,680.05	-25.9%
2) Ending Balance, June 30 (E + F1e)			12,680.05	12,680.05	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,680.05	12,680.05	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	12,680.05		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			12,680.05		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(must agree with line F2) (G10 + H2) - (I6 + J2)			12,680.05		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	5,596.20	5,000.00	-10.7%
TOTAL, REVENUES			5,596.20	5,000.00	-10.7%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	10,019.21	5,000.00	-50.1%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,019.21	5,000.00	-50.1%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			10,019.21	5,000.00	-50.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2024-25 Unaudited Actuals	2025-26 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,596.20	5,000.00	-10.7%
5) TOTAL, REVENUES			5,596.20	5,000.00	-10.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		10,019.21	5,000.00	-50.1%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,019.21	5,000.00	-50.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,423.01)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,423.01)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	17,103.06	12,680.05	-25.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,103.06	12,680.05	-25.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,103.06	12,680.05	-25.9%
2) Ending Balance, June 30 (E + F1e)			12,680.05	12,680.05	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,680.05	12,680.05	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2024-25 Unaudited Actuals	2025-26 Budget
8210	Student Activity Funds	12,680.05	12,680.05
Total, Restricted Balance		12,680.05	12,680.05

Description	2024-25 Unaudited Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,428.22	4,433.30	4,428.18	4,441.00	4,354.00	4,441.00
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,428.22	4,433.30	4,428.18	4,441.00	4,354.00	4,441.00
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,428.22	4,433.30	4,428.18	4,441.00	4,354.00	4,441.00
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Unaudited Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2024-25 Unaudited Actuals			2025-26 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	1,341,037.00		1,341,037.00			1,341,037.00
Work in Progress	98,925,373.00		98,925,373.00	21,082,403.00	7,034,392.00	112,973,384.00
Total capital assets not being depreciated	100,266,410.00	0.00	100,266,410.00	21,082,403.00	7,034,392.00	114,314,421.00
Capital assets being depreciated:						
Land Improvements	32,799,051.00		32,799,051.00	78,700.00		32,877,751.00
Buildings	364,198,665.00		364,198,665.00	7,177,426.00		371,376,091.00
Equipment	6,084,425.15		6,084,425.15	84,753.00		6,169,178.15
Total capital assets being depreciated	403,082,141.15	0.00	403,082,141.15	7,340,879.00	0.00	410,423,020.15
Accumulated Depreciation for:						
Land Improvements	(20,871,557.00)		(20,871,557.00)	(1,137,314.00)		(22,008,871.00)
Buildings	(127,479,931.00)		(127,479,931.00)	(14,486,808.00)		(141,966,739.00)
Equipment	(4,896,190.00)		(4,896,190.00)	(344,716.00)		(5,240,906.00)
Total accumulated depreciation	(153,247,678.00)	0.00	(153,247,678.00)	(15,968,838.00)	0.00	(169,216,516.00)
Total capital assets being depreciated, net excluding lease and subscription assets	249,834,463.15	0.00	249,834,463.15	(8,627,959.00)	0.00	241,206,504.15
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	350,100,873.15	0.00	350,100,873.15	12,454,444.00	7,034,392.00	355,520,925.15
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

Description	001	002	003	004	005	006	007
FEDERAL PROGRAM NAME	LOCAL ASSISTANCE	PRE-K STAFF DEV'L	IDEA LOCAL ASSISTANCE	IDEA PRESCHOOL	IDEA PRE-K CEIS	MENTAL HEALTH SERVICE GRANT	TITLE 1
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3310	3311	3312	3315	3318	3327	3010
REVENUE OBJECT	8181	8181	8990	8182	8182	8182	8290
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Carryover			67,050.89		10,215.00		134,500.94
2. a. Current Year Award	1,067,949.00	13,064.00	190,767.00	41,930.00	7,400.00	55,167.00	438,874.00
b. Transferability (ESSA)							
c. Other Adjustments							
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	1,067,949.00	13,064.00	190,767.00	41,930.00	7,400.00	55,167.00	438,874.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2d, & 3)	1,067,949.00	13,064.00	257,817.89	41,930.00	17,615.00	55,167.00	573,374.94
REVENUES							
5. Unearned Revenue Deferred from Prior Year							
6. Cash Received in Current Year	0.00	0.00	67,050.89	0.00	0.00	0.00	378,758.93
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00	67,050.89	0.00	0.00	0.00	378,758.93
EXPENDITURES							
9. Donor-Authorized Expenditures	1,067,949.00	13,064.00	206,777.74	41,930.00	17,615.00	55,167.00	571,749.82
10. Non Donor-Authorized Expenditures							
11. Total Expenditures (lines 9 & 10)	1,067,949.00	13,064.00	206,777.74	41,930.00	17,615.00	55,167.00	571,749.82
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(1,067,949.00)	(13,064.00)	(139,726.85)	(41,930.00)	(17,615.00)	(55,167.00)	(192,990.89)
a. Unearned Revenue							

Description	001	002	003	004	005	006	007
b. Accounts Payable							
c. Accounts Receivable	1,067,949.00	13,064.00	139,726.85	41,930.00	17,615.00	55,167.00	192,990.89
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	51,040.15	0.00	0.00	0.00	1,625.12
15. If Carryover is allowed, enter line 14 amount here			51,040.15				1,625.12
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,067,949.00	13,064.00	206,777.74	41,930.00	17,615.00	55,167.00	571,749.82

Description	008	009	010	011	012	013	
FEDERAL PROGRAM NAME	TITLE 2 - TQ	TITLE 4-SSE	TITLE 3- IMM ED	TITLE 3- LEP	LOCAL FOOD FOR SCHOOL	HEADSTART	**TOTAL**
FEDERAL CATALOG NUMBER							
RESOURCE CODE	4035	4127	4201	4203	5467	5210	
REVENUE OBJECT	8290	8290	8290	8290	8220	8290	
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Carryover			20,277.56	132,355.54	64,740.71	44,676.94	473,817.58
2. a. Current Year Award	96,278.00	32,700.00	57,285.00	148,853.00	0.00	0.00	2,150,267.00
b. Transferability (ESSA)							0.00
c. Other Adjustments	1,539.00						1,539.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	97,817.00	32,700.00	57,285.00	148,853.00	0.00	0.00	2,151,806.00
3. Required Matching Funds/Other							0.00
4. Total Available Award (sum lines 1, 2d, & 3)	97,817.00	32,700.00	77,562.56	281,208.54	64,740.71	44,676.94	2,625,623.58
REVENUES							
5. Unearned Revenue Deferred from Prior Year					28,684.76	44,676.94	73,361.70
6. Cash Received in Current Year	46,748.00	28,596.00	40,913.56	203,352.54	7,171.19	0.00	772,591.11
7. Contributed Matching Funds							0.00
8. Total Available (sum lines 5, 6, & 7)	46,748.00	28,596.00	40,913.56	203,352.54	35,855.95	44,676.94	845,952.81
EXPENDITURES							
9. Donor-Authorized Expenditures	97,817.00	32,700.00	18,751.82	176,477.64	64,740.71	5,502.84	2,370,242.57
10. Non Donor-Authorized Expenditures							0.00
11. Total Expenditures (lines 9 & 10)	97,817.00	32,700.00	18,751.82	176,477.64	64,740.71	5,502.84	2,370,242.57
12. Amounts Included in Line 6 above for Prior Year Adjustments							0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(51,069.00)	(4,104.00)	22,161.74	26,874.90	(28,884.76)	39,174.10	(1,524,289.76)
a. Unearned Revenue			22,161.74	26,874.90		39,174.10	88,210.74

Description	008	009	010	011	012	013	
b. Accounts Payable							0.00
c. Accounts Receivable	51,069.00	4,104.00			28,884.76		1,612,500.50
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	58,810.74	104,730.90	0.00	39,174.10	255,381.01
15. If Carryover is allowed, enter line 14 amount here			58,810.74	104,730.90		39,174.10	255,381.01
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	97,817.00	32,700.00	18,751.82	176,477.64	64,740.71	5,502.84	2,370,242.57

Description	001	002	003	004	
STATE PROGRAM NAME	ASES	CSPP	QRIS	UPK	**TOTAL**
RESOURCE CODE	6010	6105	6127	6053	
REVENUE OBJECT	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)					
AWARD					
1. Prior Year Carryover	1,464.89		76,247.60	102,870.58	180,583.07
2. a. Current Year Award	513,644.85	2,276,725.55	0.00		2,790,370.40
b. Other Adjustments			47,735.12		47,735.12
c. Adj Curr Yr Award (sum lines 2a & 2b)	513,644.85	2,276,725.55	47,735.12	0.00	2,838,105.52
3. Required Matching Funds/Other					0.00
4. Total Available Award (sum lines 1, 2c, & 3)	515,109.74	2,276,725.55	123,982.72	102,870.58	3,018,688.59
REVENUES					
5. Unearned Revenue Deferred from Prior Year			76,247.60	102,870.58	179,118.18
6. Cash Received in Current Year	463,745.80	2,276,725.55	47,735.12	0.00	2,788,206.47
7. Contributed Matching Funds					0.00
8. Total Available (sum lines 5, 6, & 7)	463,745.80	2,276,725.55	123,982.72	102,870.58	2,967,324.65
EXPENDITURES					
9. Donor-Authorized Expenditures	515,109.74	1,871,907.59	75,907.55	52,398.28	2,515,323.16
10. Non Donor-Authorized Expenditures					0.00
11. Total Expenditures (lines 9 & 10)	515,109.74	1,871,907.59	75,907.55	52,398.28	2,515,323.16
12. Amounts Included in Line 6 above for Prior Year Adjustments					0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(51,363.94)	404,817.96	48,075.17	50,472.30	452,001.49
a. Unearned Revenue			48,075.17	50,472.30	98,547.47
b. Accounts Payable		404,817.96			404,817.96
c. Accounts Receivable	51,363.94				51,363.94
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	404,817.96	48,075.17	50,472.30	503,365.43

Description	001	002	003	004	
15. If Carryover is allowed, enter line 14 amount here					0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	515,109.74	1,871,907.59	75,907.55	52,398.28	2,515,323.16

Description	001	TOTAL
LOCAL PROGRAM NAME		
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Carryover		0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award		
(sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award		
(sum lines 1, 2c, & 3)	0.00	0.00
REVENUES		
5. Unearned Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00
EXPENDITURES		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized		
Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above		
for Prior Year Adjustments		0.00
13. Calculation of Unearned Revenue		
or A/P, & A/R amounts		
(line 8 minus line 9 plus line 12)	0.00	0.00
a. Unearned Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation		
(line 4 minus line 9)	0.00	0.00

Description	001	
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

Description	001	002	
FEDERAL PROGRAM NAME	CD ARPA STIPEND	CD ARP SUPL	**TOTAL**
FEDERAL CATALOG NUMBER			
RESOURCE CODE	5059	5066	
REVENUE OBJECT	8290	8290	
LOCAL DESCRIPTION (if any)			
AWARD			
1. Prior Year Restricted Ending Balance	39,600.00	113,296.00	152,896.00
2. a. Current Year Award			0.00
b. Other Adjustments			0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00	0.00
3. Required Matching Funds/Other			0.00
4. Total Available Award (sum lines 1, 2c, & 3)	39,600.00	113,296.00	152,896.00
REVENUES			
5. Cash Received in Current Year			0.00
6. Amounts Included in Line 5 for Prior Year Adjustments			0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00
b. Noncurrent Accounts Receivable			0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00
8. Contributed Matching Funds			0.00
9. Total Available (sum lines 5, 7c, & 8)	0.00	0.00	0.00
EXPENDITURES			
10. Donor-Authorized Expenditures	0.00	0.00	0.00
11. Non Donor-Authorized Expenditures			0.00
12. Total Expenditures			

Description	001	002	
(line 10 plus line 11)	0.00	0.00	0.00
RESTRICTED ENDING BALANCE			
13. Current Year			
(line 4 minus line 10)	39,600.00	113,296.00	152,896.00

Description	001	002	003	004	005	006	007
STATE PROGRAM NAME	PROP 20 LOTTERY	NONPROP20 UNRESTRICTED LOTTERY	STATE MENTAL HEALTH RELATED SERVICES	SPED EARLY INTERVENTION PS GRANT	ELOP	LREBG	ART MUSIC IDBG
RESOURCE CODE	6300	1100	6546	6547	2600	7435	6762
REVENUE OBJECT	8560	8590	8590	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance		262,050.86	763,157.34	304,732.57	1,881,470.76	2,941,561.03	1,734,980.23
2. a. Current Year Award	408,806.65	905,231.27	368,928.00	263,954.00	2,479,512.00	3,136.68	
b. Other Adjustments	17,963.81	2,943.05					
c. Adj Curr Yr Award (sum lines 2a & 2b)	426,770.46	908,174.32	368,928.00	263,954.00	2,479,512.00	3,136.68	0.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2c, & 3)	426,770.46	1,170,225.18	1,132,085.34	568,686.57	4,360,982.76	2,944,697.71	1,734,980.23
REVENUES							
5. Cash Received in Current Year	244,493.27	756,661.73	368,928.00	263,954.00	2,479,512.00	0.00	
6. Amounts Included in Line 5 for Prior Year Adjustments	17,963.81	2,943.05					
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	164,313.38	148,569.54	0.00	0.00	0.00	3,136.68	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	164,313.38	148,569.54	0.00	0.00	0.00	3,136.68	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	408,806.65	905,231.27	368,928.00	263,954.00	2,479,512.00	3,136.68	0.00
EXPENDITURES							
10. Donor-Authorized Expenditures	426,770.46	1,070,653.24	701,132.59	509,437.44	3,056,625.02	207,698.68	1,139,231.60
11. Non Donor-Authorized Expenditures							
12. Total Expenditures							

Description	001	002	003	004	005	006	007
(line 10 plus line 11)	426,770.46	1,070,653.24	701,132.59	509,437.44	3,056,625.02	207,698.68	1,139,231.60
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	99,571.94	430,952.75	59,249.13	1,304,357.74	2,736,999.03	595,748.63

Description	008	009	010	011	012	013	
STATE PROGRAM NAME	PROP28	KIT	1X RATE INCREASE	1X EARLY LITERACY SCREENING	ANTIBIAS	CLASSIFIED SUMMER ASSIST	**TOTAL**
RESOURCE CODE	6770	7032	120-7810	010-7810	6318	7415	
REVENUE OBJECT	8590	8520	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance	628,215.00	343,455.40	634,019.00		176,549.56		9,670,191.75
2. a. Current Year Award	608,311.00		295,611.00	30,589.00		187,011.78	5,551,091.38
b. Other Adjustments					(100,000.00)	51,511.87	(27,581.27)
c. Adj Curr Yr Award (sum lines 2a & 2b)	608,311.00	0.00	295,611.00	30,589.00	(100,000.00)	238,523.65	5,523,510.11
3. Required Matching Funds/Other							0.00
4. Total Available Award (sum lines 1, 2c, & 3)	1,236,526.00	343,455.40	929,630.00	30,589.00	76,549.56	238,523.65	15,193,701.86
REVENUES							
5. Cash Received in Current Year			295,611.00	30,589.00			4,439,749.00
6. Amounts Included in Line 5 for Prior Year Adjustments						51,511.87	72,418.73
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	608,311.00	0.00	0.00	0.00	(100,000.00)	187,011.78	1,011,342.38
b. Noncurrent Accounts Receivable							0.00
c. Current Accounts Receivable (line 7a minus line 7b)	608,311.00	0.00	0.00	0.00	(100,000.00)	187,011.78	1,011,342.38
8. Contributed Matching Funds							0.00
9. Total Available (sum lines 5, 7c, & 8)	608,311.00	0.00	295,611.00	30,589.00	(100,000.00)	187,011.78	5,451,091.38
EXPENDITURES							
10. Donor-Authorized Expenditures	0.00	95,517.04	46,106.68	0.00	24,895.25	206,701.47	7,484,769.47
11. Non Donor-Authorized Expenditures							0.00
12. Total Expenditures (line 10 plus line 11)	0.00	95,517.04	46,106.68	0.00	24,895.25	206,701.47	7,484,769.47

Description	008	009	010	011	012	013	
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	1,236,526.00	247,938.36	883,523.32	30,589.00	51,654.31	31,822.18	7,708,932.39

Description	001	002	003	004	005	006	007
LOCAL PROGRAM NAME	MEDICAL BILLING	MVEF	SHORELINE JPA	SLS	EL CAMINO HOSP NURSE GRANT	SILICON VALLEY MATH INITIATIVE	GRAHAM LIGHT AWARD
RESOURCE CODE	9301	9512	9590	9552	9550	9561	9201
REVENUE OBJECT	8699	8699	8699	8699	8699	8699	8699
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance	647,516.11					284.17	407.41
2. a. Current Year Award	638,839.71	1,042,430.00	7,292,526.00	193,522.00	305,500.00		
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	638,839.71	1,042,430.00	7,292,526.00	193,522.00	305,500.00	0.00	0.00
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2c, & 3)	1,286,355.82	1,042,430.00	7,292,526.00	193,522.00	305,500.00	284.17	407.41
REVENUES							
5. Cash Received in Current Year	638,839.71	1,042,430.00	7,292,526.00	168,446.06	305,500.00		
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	25,075.94	0.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	25,075.94	0.00	0.00	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	638,839.71	1,042,430.00	7,292,526.00	193,522.00	305,500.00	0.00	0.00
EXPENDITURES							
10. Donor-Authorized Expenditures	343,261.64	1,042,430.00	4,427,341.32	193,522.00	305,500.00		407.41
11. Non Donor-Authorized Expenditures							
12. Total Expenditures							

Description	001	002	003	004	005	006	007
(line 10 plus line 11)	343,261.64	1,042,430.00	4,427,341.32	193,522.00	305,500.00	0.00	407.41
RESTRICTED ENDING BALANCE							
13. Current Year							
(line 4 minus line 10)	943,094.18	0.00	2,865,184.68	0.00	0.00	284.17	0.00

Description	008	009	010	011	012	013	014
LOCAL PROGRAM NAME	BTB FEE BASED	CYBHI GRANT	PS LOCAL DONATION	PS FEE BASED	SITE DONATIONS GENERAL	CR ChEMISTRY	SITE DONATIONS PTA
RESOURCE CODE	9612	9613	9010	9509	9120	9121	9130
REVENUE OBJECT	8689	8699	8699	8673	8699	8699	8699
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Restricted Ending Balance	8,802.15		47,908.31	425.00	111,540.91		66,735.59
2. a. Current Year Award		150,000.00	79,647.64	284,628.15	168,356.53	3,000.00	167,922.74
b. Other Adjustments							
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	150,000.00	79,647.64	284,628.15	168,356.53	3,000.00	167,922.74
3. Required Matching Funds/Other				603,297.67			
4. Total Available Award (sum lines 1, 2c, & 3)	8,802.15	150,000.00	127,555.95	888,350.82	279,897.44	3,000.00	234,658.33
REVENUES							
5. Cash Received in Current Year		135,000.00	79,647.64	284,628.15	168,356.53	3,000.00	167,922.74
6. Amounts Included in Line 5 for Prior Year Adjustments							
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00
b. Noncurrent Accounts Receivable							
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00
8. Contributed Matching Funds							
9. Total Available (sum lines 5, 7c, & 8)	0.00	150,000.00	79,647.64	284,628.15	168,356.53	3,000.00	167,922.74
EXPENDITURES							
10. Donor-Authorized Expenditures	240.98	0.00	6,458.00	888,350.82	187,613.38	367.52	125,871.89
11. Non Donor-Authorized Expenditures							
12. Total Expenditures							

Description	008	009	010	011	012	013	014
(line 10 plus line 11)	240.98	0.00	6,458.00	888,350.82	187,613.38	367.52	125,871.89
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	8,561.17	150,000.00	121,097.95	0.00	92,284.06	2,632.48	108,786.44

Description	015	016	017	
LOCAL PROGRAM NAME	SITE DONATIONS MUSIC	SITE DONATIONS SPORTS & ELECTIVE	SITE DONATIONS ELAC	TOTAL
RESOURCE CODE	9131	9136	9137	
REVENUE OBJECT	8699	8699	8699	
LOCAL DESCRIPTION (if any)				
AWARD				
1. Prior Year Restricted Ending Balance	32,661.63	11.35	2,033.17	918,325.80
2. a. Current Year Award	150,990.40	650.00		10,478,013.17
b. Other Adjustments				0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	150,990.40	650.00	0.00	10,478,013.17
3. Required Matching Funds/Other				603,297.67
4. Total Available Award (sum lines 1, 2c, & 3)	183,652.03	661.35	2,033.17	11,999,636.64
REVENUES				
5. Cash Received in Current Year	150,990.40	650.00		10,437,937.23
6. Amounts Included in Line 5 for Prior Year Adjustments				0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	40,075.94
b. Noncurrent Accounts Receivable				0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	40,075.94
8. Contributed Matching Funds				0.00
9. Total Available (sum lines 5, 7c, & 8)	150,990.40	650.00	0.00	10,478,013.17
EXPENDITURES				
10. Donor-Authorized Expenditures	180,216.48	661.35		7,702,242.79
11. Non Donor-Authorized Expenditures				0.00

Description	015	016	017	
12. Total Expenditures (line 10 plus line 11)	180,216.48	661.35	0.00	7,702,242.79
RESTRICTED ENDING BALANCE				
13. Current Year (line 4 minus line 10)	3,435.55	0.00	2,033.17	4,297,393.85

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	44,062,131.66	301	0.00	303	44,062,131.66	305	97,415.86	97,415.86	307	43,964,715.80	309
2000 - Classified Salaries	19,595,050.00	311	0.00	313	19,595,050.00	315	850,744.42	1,223,534.18	317	18,371,515.82	319
3000 - Employee Benefits	29,974,419.05	321	463,141.20	323	29,511,277.85	325	314,346.65	493,723.33	327	29,017,554.52	329
4000 - Books, Supplies Equip Replace. (6500)	4,729,009.67	331	0.00	333	4,729,009.67	335	984,920.77	1,037,845.90	337	3,691,163.77	339
5000 - Services. . . & 7300 - Indirect Costs	22,324,765.32	341	20,614.27	343	22,304,151.05	345	3,328,418.88	5,817,809.33	347	16,486,341.72	349
				TOTAL	120,201,620.23	365			TOTAL	111,531,291.63	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	34,022,957.12	375
2. Salaries of Instructional Aides Per EC 41011	2100	6,659,853.00	380
3. STRS	3101 & 3102	9,367,967.93	382
4. PERS	3201 & 3202	1,829,439.42	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	1,078,874.72	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	6,090,854.84	385
7. Unemployment Insurance	3501 & 3502	20,139.88	390
8. Workers' Compensation Insurance	3601 & 3602	857,587.99	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	9,405.15	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		59,937,080.05	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		400,613.56	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		0.00	396
14. TOTAL SALARIES AND BENEFITS		59,937,080.05	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		53.74%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	53.74%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	6.26%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	111,531,291.63
5. Deficiency Amount (Part III, Line 3 times Line 4)	6,981,858.86

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

In Column 4b adjustments were made per note 2. Resc: 1100, 6010, 6300, 5634, 2600, 6318.

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	353,471,984.00		353,471,984.00	62,018,016.00		415,490,000.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	87,378,758.00		87,378,758.00	1.00		87,378,759.00	
Total/Net OPEB Liability	8,414,544.00		8,414,544.00		965.00	8,413,579.00	
Compensated Absences Payable	85,017.00		85,017.00	1,075.04		86,092.04	
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	449,350,303.00	0.00	449,350,303.00	62,019,092.04	965.00	511,368,430.04	0.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62			2024-25 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	122,124,775.27
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	2,312,960.75
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6700, 6910, 6920	836,101.90
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	603,297.67
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,439,399.57
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	6,091.30
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				118,378,506.25

Section II - Expenditures Per ADA	2024-25 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)	4,433.30
B. Expenditures per ADA (Line I.E divided by Line II.A)	26,702.12

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	109,620,945.84	25,070.03
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	109,620,945.84	25,070.03
B. Required effort (Line A.2 times 90%)	98,658,851.26	22,563.03
C. Current year expenditures (Line I.E and Line II.B)	118,378,506.25	26,702.12
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	

F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2026-27 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2023-24 Actual**			**2024-25 Actual**		
Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	75,019,473.69		75,019,473.69			79,932,045.58
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,362.75		4,362.75			4,428.22
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2023-24**			**Adjustments to 2024-25**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2024-25 P2 Report**			**2025-26 P2 Estimate**		
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the district						
1. Total K-12 ADA (Form A, Line A6)	4,428.22		4,428.22	4,441.00		4,441.00
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,428.22			4,441.00
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2024-25 Actual**			**2025-26 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	234,088.16		234,088.16	236,000.00		236,000.00
2. Timber Yield Tax (Object 8022)	1,199.03		1,199.03	1,258.00		1,258.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	74,477,790.22		74,477,790.22	76,482,903.00		76,482,903.00
5. Unsecured Roll Taxes (Object 8042)	4,847,095.35		4,847,095.35	4,545,000.00		4,545,000.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	26,549.91		26,549.91	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,813.20		2,813.20	3,000.00		3,000.00
12. Parcel Taxes (Object 8621)	2,930,744.11		2,930,744.11	5,253,488.00		5,253,488.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	82,520,279.98	0.00	82,520,279.98	86,521,649.00	0.00	86,521,649.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	82,520,279.98	0.00	82,520,279.98	86,521,649.00	0.00	86,521,649.00
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			949,520.00			1,074,695.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	4,146,787.61		4,146,787.61	4,042,335.00		4,042,335.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	4,146,787.61	0.00	5,096,307.61	4,042,335.00	0.00	5,117,030.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	4,600,093.00		4,600,093.00	4,602,657.00		4,602,657.00
25. LCFF State Aid - Prior Years (Object 8019)	(236.00)		(236.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	4,599,857.00	0.00	4,599,857.00	4,602,657.00	0.00	4,602,657.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	124,474,246.52		124,474,246.52	122,397,658.00		122,397,658.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	2,861,865.53		2,861,865.53	1,275,800.00		1,275,800.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
D. APPROPRIATIONS LIMIT CALCULATIONS		**2024-25 Actual**			**2025-26 Budget**	
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			75,019,473.69			79,932,045.58
2. Inflation Adjustment			1.0362			1.0644
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0150			1.0029
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			78,901,206.32			85,326,400.36
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			82,520,279.98			86,521,649.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			531,386.40			532,920.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			1,477,233.95			3,921,781.36
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			1,477,233.95			3,921,781.36
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			1,976,686.81			952,658.18
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			84,496,966.79			87,474,307.18
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			531,386.40			2,969,123.18
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			84,496,966.79			
b. State Subventions (Line D8)			531,386.40			
c. Less: Excluded Appropriations (Line C23)			5,096,307.61			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			79,932,045.58			
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4)			1,030,839.26			
SUMMARY		**2024-25 Actual**			**2025-26 Budget**	
11. Adjusted Appropriations Limit (Lines D4 plus D10)			79,932,045.58			85,326,400.36
12. Appropriations Subject to the Limit (Line D9d)			79,932,045.58			

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
"* Please provide below an explanation for each entry in the adjustments column."						

Rebecca Westover Ed. D	rwestover@mvwsd.org	650-526-3550
Gann Contact Person	Contact Email Address	Contact Phone Number

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 7200-7700, goals 0000 and 9000) — 6,349,700.26
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 86,820,571.88

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 7.31%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
   (Functions 7200-7600, objects 1000-5999, minus Line B9) — 8,076,538.09
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 0.00

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	658,498.74
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	1,785.54
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	8,736,822.37
9. Carry-Forward Adjustment (Part IV, Line F)	3,465,283.24
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	12,202,105.60
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	77,097,128.93
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	14,593,436.54
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	6,867,940.25
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	299,023.25
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2,430,375.70
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	244,671.25
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	2,103,972.02
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	8,349,691.93
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	22,640.46
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	10,019.21
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,887,887.48
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,760,774.61
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	117,667,561.63
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	7.43%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2026-27 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	10.37%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	8,736,822.37
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(1,600,311.21)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (3.12%) times Part III, Line B19); zero if negative	3,465,283.24
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (3.12%) times Part III, Line B19) or (the highest rate used to recover costs from any program (3.12%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	3,465,283.24
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	3,465,283.24

Approved indirect cost rate:	3.12%
Highest rate used in any program:	3.12%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	3,035,335.02	21,290.00	0.70%
01	3010	554,451.82	17,298.00	3.12%
01	3311	12,669.00	395.00	3.12%
01	3312	200,646.74	6,131.00	3.06%
01	3315	40,662.00	1,268.00	3.12%
01	3318	17,083.00	532.00	3.11%
01	3327	53,498.00	1,669.00	3.12%
01	4035	94,858.00	2,959.00	3.12%
01	4127	31,711.00	989.00	3.12%
01	4201	18,184.82	567.00	3.12%
01	4203	171,138.64	5,339.00	3.12%
01	5634	12,569.73	392.00	3.12%
01	6010	499,538.74	15,571.00	3.12%
01	6053	50,813.28	1,585.00	3.12%
01	6318	24,142.25	753.00	3.12%
01	6546	679,919.59	21,213.00	3.12%
01	6547	494,024.44	15,413.00	3.12%
01	6762	1,104,763.60	34,468.00	3.12%
01	7435	201,414.68	6,284.00	3.12%
01	9010	9,626,401.95	121,636.00	1.26%
12	6105	1,815,271.59	56,636.00	3.12%
12	6127	73,611.55	2,296.00	3.12%
12	7810	44,711.68	1,395.00	3.12%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	262,050.86		0.00	262,050.86
2. State Lottery Revenue	8560	908,174.32		426,770.46	1,334,944.78
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Proceeds from SBITAs	8974	0.00		0.00	0.00
6. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
7. Total Available (Sum Lines A1 through A6)		1,170,225.18	0.00	426,770.46	1,596,995.64
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	97,415.86		0.00	97,415.86
2. Classified Salaries	2000-2999	67,149.09		0.00	67,149.09
3. Employee Benefits	3000-3999	29,887.26		0.00	29,887.26
4. Books and Supplies	4000-4999	473,239.50		426,770.46	900,009.96
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	402,961.53			402,961.53
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		1,070,653.24	0.00	426,770.46	1,497,423.70
C. ENDING BALANCE (Must equal Line A7 minus Line B12)	979Z	99,571.94	0.00	0.00	99,571.94
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K–12	61,626,739.69	20,689,594.15	82,316,333.84	9,191,797.27		91,508,131.11
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00		0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00		0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	0.00	0.00	0.00	0.00		0.00
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	22,350,611.44	2,906,372.12	25,256,983.56	2,820,303.84		28,077,287.40
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
Other Costs							
----	Food Services					112,027.35	112,027.35
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					751,349.13	751,349.13
----	Other Outgo					603,297.67	603,297.67
Other Funds ----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		289,553.65	289,553.65	843,455.95		1,133,009.60
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(60,327.00)		(60,327.00)
----	**Total General Fund and Charter Schools Funds Expenditures**	83,977,351.13	23,885,519.92	107,862,871.05	12,795,230.06	1,466,674.15	122,124,775.26

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K–12	59,497,073.76	31,697.36	0.00	0.00	1,798,945.32	0.00	299,023.25			0.00	0.00	61,626,739.69
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	17,600,055.17	1,274,154.26	0.00	331,706.07	2,241,513.61	903,182.33	0.00			0.00	0.00	22,350,611.44
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Total Direct Charged Costs		77,097,128.93	1,305,851.62	0.00	331,706.07	4,040,458.93	903,182.33	299,023.25	0.00	0.00	0.00	0.00	83,977,351.13

* Functions 7100-7199 for goals 8100 and 8500

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	12,677,811.21	7,832,052.46	179,730.48	20,689,594.15
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	0.00	0.00	0.00	0.00
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	1,360,933.69	1,021,224.54	524,213.89	2,906,372.12
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
- -	Adult Education (Fund 11)	0.00	0.00	0.00	0.00
- -	Child Development (Fund 12)	100,363.99	189,189.66	0.00	289,553.65
- -	Cafeteria (Funds 13 and 61)	0.00	0.00	0.00	0.00
Total Allocated Support Costs		14,139,108.89	9,042,466.66	703,944.37	23,885,519.92

A.	**Central Administration Costs in General Fund and Charter Schools Funds**	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	2,430,375.70
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000 - 7999)	0.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	8,321,209.34
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	2,103,972.02
5	Total Central Administration Costs in General Fund and Charter Schools Funds	12,855,557.06
B.	**Direct Charged and Allocated Costs in General Fund and Charter Schools Funds**	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	83,977,351.13
2	Total Allocated Costs (from Form PCR, Column 2, Total)	23,885,519.92
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	107,862,871.05
C.	**Direct Charged Costs in Other Funds**	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	2,887,887.48
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	4,376,054.66
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	7,263,942.14
D.	**Total Direct Charged and Allocated Costs (B3 + C5)**	115,126,813.19
E.	**Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)**	11.17%

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400-6920)	112,027.35				112,027.35
Enterprise (Objects 1000-5999, 6400-6920)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6700)			751,349.13		751,349.13
Other Outgo (Objects 1000 - 7999)				603,297.67	603,297.67
Total Other Costs	112,027.35	0.00	751,349.13	603,297.67	1,466,674.15

		Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
		Instructional Supervision and Administration (Functions 2100 - 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)		3,425,009.72	1,624,088.43	7,906,780.70	1,183,230.04	9,018,040.67	24,426.00	703,944.37
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)		FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals	**Description**							
0001	Pre-Kindergarten							
1110	Regular Education, K–12	254.35	254.35	254.35	245.35	248.00	7.00	12.00
3100	Alternative Schools							
3200	Continuation Schools							
3300	Independent Study Centers							
3400	Opportunity Schools							
3550	Community Day Schools							
3700	Specialized Secondary Programs							
3800	Career Technical Education							
4110	Regular Education, Adult							
4610	Adult Independent Study Centers							
4620	Adult Correctional Education							
4630	Adult Career Technical Education							
4760	Bilingual							
4850	Migrant Education							
5000-5999	Special Education (allocated to 5001)	27.22	27.22	27.22	27.22	32.00	7.00	35.00
6000	ROC/P							
Other Goals	**Description**							
7110	Nonagency - Educational							
7150	Nonagency - Other							
8100	Community Services							
8500	Child Care and Development Services							
Other Funds	**Description**							
- -	Adult Education (Fund 11)							
- -	Child Development (Fund 12)	8.50				6.00		
- -	Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors		290.07	281.57	281.57	272.57	286.00	14.00	47.00

Description		2024-25 Actual	2025-26 Budget	% Diff.
SELPA Name: (??)	Do NOT Save- SELPA not set			
Date allocation plan approved by SELPA governance:				
I. TOTAL SELPA REVENUES				
A. Base Plus Taxes and Excess ERAF				
1. Base Apportionment				0.00%
2. Local Special Education Property Taxes				0.00%
3. Applicable Excess ERAF				0.00%
4. Total Base Apportionment, Taxes, and Excess ERAF		0.00	0.00	0.00%
B. Program Specialist/Regionalized Services Apportionment				0.00%
C. Program Specialist/Regionalized Services for NSS Apportionment				0.00%
D. Low Incidence Apportionment				0.00%
E. Out of Home Care Apportionment				0.00%
F. Extraordinary Cost Pool for NPS/LCI and NSS Mental Health Services Apportionment				0.00%
G. Adjustment for NSS with Declining Enrollment				0.00%
H. Grand Total Apportionment, Taxes and Excess ERAF (Sum lines A4 through G)		0.00	0.00	0.00%
I. Federal IDEA Local Assistance Grants - Preschool				0.00%
J. Federal IDEA - Section 619 Preschool				0.00%
K. Other Federal Discretionary Grants				0.00%
L. Other Adjustments				0.00%
M. Total SELPA Revenues (Sum lines H through L)		0.00	0.00	0.00%
II. ALLOCATION TO SELPA MEMBERS				
Total Allocations (Sum all lines in Section II) (Amount must equal Line I.M)		0.00	0.00	0.00%

Preparer Name: _____

Title: _____

Phone: _____

Current LEA:	43-69591-0000000 Mountain View Whisman Elementary	
Selected SELPA:		(Enter a SELPA ID from the list below then save and close)
	Invalid or No SELPA ID selected	
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
NP	Santa Clara North West	

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	42,341.39	0.00	0.00	(60,327.00)				
Other Sources/Uses Detail					0.00	603,297.67		
Fund Reconciliation							60,327.00	603,297.67
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	20,264.76	0.00	60,327.00	0.00				
Other Sources/Uses Detail					603,297.67	0.00		
Fund Reconciliation							603,297.67	60,327.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(62,606.15)	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	676.12		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					676.12	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	62,606.15	(62,606.15)	60,327.00	(60,327.00)	603,973.79	603,973.79	663,624.67	663,624.67

Unaudited Actuals
Unaudited Actuals 2024-25
Technical Review Checks
Phase - All
Display - All Technical Checks

Mountain View Whisman Elementary **Santa Clara County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

BALANCE-FDxRS - (**Fatal**) - Adjusted Beginning Fund Balance plus Revenues minus Expenditures minus Assets minus Deferred Outflows of Resources plus Liabilities plus Deferred Inflows of Resources, must total zero by fund and resource. **Passed**

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (**Fatal**) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (**Warning**) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (**Informational**) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (**Fatal**) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

PY-EFB=CY-BFB - (**Fatal**) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791). **Passed**

PY-EFB=CY-BFB-RES - (**Fatal**) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource. **Passed**

SPECIAL-ED-GOAL - (**Fatal**) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

AR-AP-POSITIVE - (**Fatal**) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund. **Passed**

CEFB-POSITIVE - (**Fatal**) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CEFB=FD-EQUITY - (**Fatal**) - Components of Ending Fund Balance/Net Position (objects 9710-9790, 9796, and 9797) must agree with Fund Equity (Assets [objects 9100-9489] plus Deferred Outflows of Resources [objects 9490-9499] minus Liabilities [objects 9500-9689] minus Deferred Inflows of Resources [objects 9690-9699]). **Passed**

CONSOLIDATED-ADM-BAL - (**Fatal**) - Net expenditures and assets minus liabilities must equal zero for Resource 3155, ESEA (ESSA): Consolidated Administrative Funds. **Passed**

CONTRIB-RESTR-REV - (**Fatal**) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (**Fatal**) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

DUE-FROM=DUE-TO - (**Fatal**) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610). **Passed**

EFB-POSITIVE - (**Warning**) - All ending fund balances (Object 979Z) should be positive by resource, by fund. **Passed**

EPA-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (**Fatal**) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (**Warning**) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (**Fatal**) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRAFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRAFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRAFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

LCFF-TRANSFER - (**Fatal**) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

LOTTERY-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

NET-INV-CAP-ASSETS - (**Warning**) - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-95, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund. **Passed**

OBJ-POSITIVE - (**Warning**) - The following objects have a negative balance by resource, by fund: **Exception**

FUND	RESOURCE	OBJECT	VALUE
01	6318	8590	($100,000.00)

Explanation: Write Off Grant Revenue

PASS-THRU-REV=EXP - (**Warning**) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

REV-POSITIVE - (**Warning**) - In the following resources, total revenues exclusive of contributions (objects 8000-8979) are negative, by fund: **Exception**

FUND	RESOURCE	VALUE
01	6318	($100,000.00)

Explanation: Write off Grant Revenue

RS-NET-POSITION-ZERO - (**Fatal**) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

SE-PASS-THRU-REVENUE - (**Warning**) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

UNASSIGNED-NEGATIVE - (**Fatal**) - Unassigned/Unapprorpriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

UNR-NET-POSITION-NEG - (**Fatal**) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

SUPPLEMENTAL CHECKS

ASSET-ACCUM-DEPR-NEG - (**Fatal**) - In Form ASSET, accumulated depreciation and amortization for governmental and business-type activities must be zero or negative. **Passed**

ASSET-IMPORT - (**Fatal**) - If capital asset amounts are imported/keyed (Function 8500, Facilities Acquisition and Construction, or objects 6XXX, Capital Outlay; or objects 9400-9489, Capital Assets, in funds 61-67), then capital asset supplemental data (Form ASSET) must be provided. **Passed**

ASSET-PY-BAL - (**Fatal**) - If capital asset ending balances were included in the prior year unaudited actuals, the Schedule of Capital Assets (Form ASSET) must be provided. **Passed**

CURRENT-CALC-EXP - (**Informational**) - The Percent of Current Cost of Education Expended for Classroom Compensation (Line 15 in Form CEA) is less than the allowable percentage. **Exception**

Percent of Current Cost of Education	
Expended for Classroom Compensation (Line 15 in Form CEA)	53.74%
Allowable percentage for Elementary	60.00%
District is exempt from EC Section 41372 as reported in Current Expense (Line 16 in Form CEA).	No

DEBT-ACTIVITY - (**Informational**) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt. **Passed**

DEBT-IMPORT - (**Fatal**) - If long-term debt amounts are imported/keyed, the long-term debt supplemental data (Form DEBT) must be provided. **Passed**

DEBT-POSITIVE - (**Fatal**) - In Form DEBT, long-term liability ending balances must be positive. **Passed**

DEBT-PY-BAL - (**Fatal**) - If long-term liability ending balances were included in the prior year unaudited actuals data, the Schedule of Long-Term Liabilities (Form DEBT) must be provided. **Passed**

ESMOE-ADA - (**Fatal**) - If Form ESMOE is completed, ADA must be reported in Section II, Line A. **Passed**

ESMOE-IMPORT - (**Fatal**) - If Every Student Succeeds Act amounts are imported, then the Every Student Succeeds Act Maintenance of Effort form, Form ESMOE, must be provided. **Passed**

IC-ADMIN-NOT-ZERO - (**Fatal**) - Other General Administration costs (Part III, Line A1) in Form ICR should not be zero. **Passed**

IC-ADMIN-PLANT-SVCS - (**Warning**) - Percentage of plant services costs attributable to general administration should not be zero or exceed 25%. **Passed**

IC-BD-SUPT-NOT-ZERO - (**Warning**) - Board and Superintendent costs (Part III, Line B7) in Form ICR should not be zero. **Passed**

IC-BD-SUPT-VS-ADMIN - (**Warning**) - In Form ICR, the ratio of Board and Superintendent costs (Part III, Line B7) to Other General Administration costs (Part III, Line A1) should not be less than 5%. **Passed**

IC-EXCEEDS-LEA-RATE - (**Warning**) - The indirect cost rate used in one or more programs (Form ICR, Exhibit A - Rate Used) should not exceed the LEA's approved indirect cost rate. **Passed**

IC-PCT - (**Warning**) - The straight indirect cost percentage before the carry-forward adjustment (Form ICR, Part III, Line C) is between 2% and 9%. **Passed**

IC-POSITIVE - (**Warning**) - The indirect cost rate after the carry-forward adjustment (Form ICR, Part III, Line D) should be positive. **Passed**

LOT-CONTRIB-IMPORT-A - (**Fatal**) - If State Lottery revenue (Resource 1100) is contributed to other resources (Object 8980), supplemental data for those contributions must be entered in Form L. **Passed**

LOT-CONTRIB-IMPORT-B - (**Warning**) - If State Lottery revenue (Resource 1100) is contributed to other resources (Object 8980), supplemental expenditure data for those contributions should be entered in Form L. **Passed**

LOT-IMPORT - (**Fatal**) - If lottery amounts are imported in resources 1100 and/or 6300, then the Lottery Report, Form L, must be completed and saved. **Passed**

PCR-ALLOC-NO-DIRECT - (**Warning**) - In forms PCR/PCRAF, costs should normally only be allocated to goals that have direct costs. **Passed**

PCR-GF-EXPENDITURES - (**Fatal**) - Total Costs by Program in Form PCR, Column 6 should agree with total expenditures (objects 1000-7999) in funds 01, 09, and 62. **Passed**

PCRAF-UNDISTRIBUTED - (**Fatal**) - Allocation factors must be entered in Form PCRAF for support functions with costs in undistributed goals (goals 0000 and 9000). **Passed**

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (**Fatal**) - Average Daily Attendance data (Form A) must be provided. **Passed**

CEA-PROVIDE - (**Fatal**) - Current Expense Formula/Minimum Classroom Compensation data (Form CEA) must be provided. **Passed**

CHK-DEPENDENCY - (**Fatal**) - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

CHK-UNBALANCED-A - (**Warning**) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

CHK-UNBALANCED-B - (**Fatal**) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

FORM01-PROVIDE - (**Fatal**) - Form 01 (Form 01I) must be opened and saved. **Passed**

GANN-PROVIDE - (**Fatal**) - Appropriations Limit Calculations supplemental data (Form GANN) must be provided. **Passed**

ICR-PROVIDE - (**Fatal**) - Indirect Cost Rate Worksheet (Form ICR) must be provided. **Passed**

UNAUDIT-CERT-PROVIDE - (**Fatal**) - Unaudited Actual Certification (Form CA) must be provided. **Passed**

VERSION-CHECK - (**Warning**) - All versions are current. **Passed**

Unaudited Actuals
Budget 2025-26
Technical Review Checks
Phase - All
Display - All Technical Checks

Mountain View Whisman Elementary **Santa Clara County**

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUNCTION - (**Fatal**) - All FUNCTION codes must be valid. **Passed**

CHECKFUND - (**Fatal**) - All FUND codes must be valid. **Passed**

CHECKGOAL - (**Fatal**) - All GOAL codes must be valid. **Passed**

CHECKOBJECT - (**Fatal**) - All OBJECT codes must be valid. **Passed**

CHECKRESOURCE - (**Warning**) - All RESOURCE codes must be valid. **Passed**

CHK-FDXRS7690xOB8590 - (**Fatal**) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions. **Passed**

CHK-FUNCTIONxOBJECT - (**Fatal**) - All FUNCTION and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxFUNCTION-A - (**Warning**) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. **Passed**

CHK-FUNDxFUNCTION-B - (**Fatal**) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. **Passed**

CHK-FUNDxGOAL - (**Warning**) - All FUND and GOAL account code combinations should be valid. **Passed**

CHK-FUNDxOBJECT - (**Fatal**) - All FUND and OBJECT account code combinations must be valid. **Passed**

CHK-FUNDxRESOURCE - (**Warning**) - All FUND and RESOURCE account code combinations should be valid. **Passed**

CHK-GOALxFUNCTION-A - (**Fatal**) - Goal and Function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. **Passed**

CHK-GOALxFUNCTION-B - (**Fatal**) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). **Passed**

CHK-RES6500XOBJ8091 - (**Fatal**) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). **Passed**

CHK-RESOURCExOBJECTA - (**Warning**) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RESOURCExOBJECTB - (**Informational**) - All RESOURCE and OBJECT(objects 9791, 9793, and 9795) account code combinations should be valid. **Passed**

CHK-RS-LOCAL-DEFINED - (**Fatal**) - All locally defined resource codes must roll up to a CDE defined resource code. **Passed**

SPECIAL-ED-GOAL - (**Fatal**) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3307, 3309, 3312, 3318, and 3332. **Passed**

GENERAL LEDGER CHECKS

CEFB-POSITIVE - (**Fatal**) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. **Passed**

CONTRIB-RESTR-REV - (**Fatal**) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. **Passed**

CONTRIB-UNREST-REV - (**Fatal**) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. **Passed**

EFB-POSITIVE - (**Warning**) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. **Exception**

FUND	RESOURCE	NEG. EFB
40	9010	($171,036.54)
Explanation: Staff Housing Resource setup operating overhead expense		
Total of negative resource balances for Fund 40		($171,036.54)

EPA-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). **Passed**

EXCESS-ASSIGN-REU - (**Fatal**) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). **Passed**

EXP-POSITIVE - (**Warning**) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. **Passed**

INTERFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. **Passed**

INTERFD-IN-OUT - (**Fatal**) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). **Passed**

INTERFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. **Passed**

INTERFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. **Passed**

INTRAFD-DIR-COST - (**Fatal**) - Transfers of Direct Costs (Object 5710) must net to zero by fund. **Passed**

INTRAFD-INDIRECT - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. **Passed**

INTRAFD-INDIRECT-FN - (**Fatal**) - Transfers of Indirect Costs (Object 7310) must net to zero by function. **Passed**

LCFF-TRANSFER - (**Fatal**) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. **Passed**

LOTTERY-CONTRIB - (**Fatal**) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). **Passed**

OBJ-POSITIVE - (**Warning**) - The following objects have a negative balance by resource, by fund: **Exception**

FUND	RESOURCE	OBJECT	VALUE
40	9010	9790	($171,036.54)

Explanation: Staff Housing Resource setup operating overhead expense

PASS-THRU-REV=EXP - (**Warning**) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by fund and resource. **Passed**

REV-POSITIVE - (**Warning**) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. **Passed**

RS-NET-POSITION-ZERO - (**Fatal**) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. **Passed**

SE-PASS-THRU-REVENUE - (**Warning**) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. **Passed**

UNASSIGNED-NEGATIVE - (**Fatal**) - Unassigned/Unapprorpriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. **Passed**

UNR-NET-POSITION-NEG - (**Fatal**) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. **Passed**

EXPORT VALIDATION CHECKS

ADA-PROVIDE - (**Fatal**) - Average Daily Attendance data (Form A) must be provided. **Passed**

CHK-DEPENDENCY - (**Fatal**) - If data has changed that affect other forms, the affected forms must be opened and saved. **Passed**

CHK-UNBALANCED-A - (**Warning**) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. **Passed**

CHK-UNBALANCED-B - (**Fatal**) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export is completed. **Passed**

FORM01-PROVIDE - (**Fatal**) - Form 01 (Form 01I) must be opened and saved. **Passed**

VERSION-CHECK - (**Warning**) - All versions are current. **Passed**

Mountain View
Whisman
School District

2024-2025 Unaudited Actual Report

September 4, 2025

Mountain View
Whisman
School District

Strategic Plan 2027

Strategic Plan 2027
Goal Area 5

- Equitable Distribution of Resources that Support Student Success

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

Mountain View
Whisman
School District

2024-2025 Unaudited Actual Report

Why Unaudited Actuals?

- No later than September 15th of each year, MVWSD is required to submit the Unaudited Actuals Financial Report to the Santa Clara County Office of Education.

What are Unaudited Actuals?

- Each year the District prepares the end of year financial statements as of June 30, using a format known as State Account Code Structure (SACS).
- It is a report of all activities in all of the Districts funds, identifying unspent funds or reserves that are carried forward into future years.
- It will later be used by external auditors to prepare the official Audit Report.

What are Unaudited Actuals?

- In June, we presented the 2024-2025 Estimated Actuals during the 2025-2026 Budget adoption process.
- The Unaudited Actuals are compared to Estimated Actuals presented with the 2025-2026 Adopted Budget.

Why are Projections Different Between the Estimated and Unaudited Actuals?

- We use conservatively estimated revenue and expenditures during the budget and interim reporting process.
- The risk of overstating is too great, so the safest path is to be conservative.

Why are Projections Different Between the Estimated and Unaudited Actuals?

- Revenue is received that was not anticipated.
- Expenditure allocations for contracted services and unfilled positions reduced anticipated expenditures
- Note: Carry over amounts will be recognized at the 1st interim Budget Report

2024-2025 Unaudited Actual Report
Fund 01 General Fund

- At Budget Adoption in June
  - Estimated Actuals estimated a decrease of $273K Unrestricted
  - $3.8M Restricted
- After closing, the District is reporting an increase
  - $1.6M in Unrestricted
  - $720K Restricted
  - *$878K Fair Market Value increase book value which will not impact the district(GASB 31)*

2024-25 Unaudited Actual Report

Fund 01 General Fund: AU vs EA Unrestricted

	2024-2025 Estimated Actuals	2024-2025 Unaudited Actual	Variance
Beginning Balance, July 1, 2024	**$45,922,660**	**$45,922,660**	-
Total Revenues	$73,772,244	$76,442,071	$2,669,827
Total Expenditures	$74,046,100	$74,788,104	($742,004)
Net Increase/(Decrease)	($273,856)	$1,653,967	$1,927,823
Ending Balance, June 30, 2025	**$45,648,804**	**$47,576,627**	**$1,927,823**

2024-25 Unaudited Actual Report

Fund 01 General Fund: AU vs EA Restricted

	2024-2025 Estimated Actuals	2024-2025 Unaudited Actual	Variance
Beginning Balance, July 1, 2024	**$10,209,201**	**$10,209,201**	-
Total Revenues	$48,053,274	$47,454,180	($599,094)
Total Expenditures	$51,918,804	$46,733,374	$5,185,430
Net Increase/(Decrease)	($3,865,530)	$720,806	$4,586,336
Ending Balance, June 30, 2025	**$6,343,671**	**$10,930,007**	**$4,586,336**

2024-2025 Unaudited Actual Report
Fund 01 General Fund Variances

Increases in Total Revenue

- **$223,000** — Assessed Value growth (revised from **7.00%** to **7.32%**)
- **$336,000** — Fourth-quarter interest
- **$520,000** — ELOP final entitlement — redistribution
- **$115,000** — Miscellaneous revenue (net increase/decrease)
- **$878,000** — FMV book value increase (GASB 31)

Decreases in Total Expenses

- **3.6%** of total expenditures
- **$4.4M** — Savings from operations (e.g., contracted services) and decreased General Fund contributions to Special Education
- **$1.1M** — Decrease in contribution to Special Education

2024-2025 Unaudited Actual Report
Fund 01 General Fund Variances

Decreased Expenses

- **$585,000** — HVAC: unspent funds for a project to be finalized in **2025–26 (timing adjustment; not a savings)**
- **$180,000** — Salary and benefits savings
- **$1,100,000** — Special Education: reduced contracted services and non-public school placements
- **$248,000** — Kitchen Infrastructure equipment delayed (**timing adjustment; not a savings**)
- **$809,000** — Savings in contracted services across departments
- **$2.8M** — Shoreline funds assigned to future textbook adoption

One-Time Funds-Restricted

Grants with Remaining Balances (carryover to 2025–26)

- **Learning Recovery EBG — $2.7M**
- **Arts & Music IMDBG — $596K**
- **Prop 28 (AMS) — $1.2M**
- **ELOP — $1.3M**
- **Child Nutrition – Food/Equipment — $248K**
- **Preschool — $883K**
- **UPK Grant — $50K**
- **Anti-Bias — $52K**
- **Early Literacy Screening — $31K**

Note: These **one-time funds** will continue to be reflected as **carryover** in the **First Interim** budget reporting period.

2024-2025 Unaudited Actual Report
Fund 01 General Fund Variances

- Changes in *GASB 31 Fair Value of the County's commingled pool at June 30, 2025 based on the cash position as of June 30th
- The net increase was $877,593. This is an amount we do not budget and it gets updated every year to reflect the investment value as of June 30th
- This amount can be positive or negative and automatically is reversed on July 1st

*Governmental Accounting Standards Board Statement No. 31, https://gasb.org/

2024-25 Unaudited Actual Report

Fund 01 General Fund: Unrestricted/Restricted

	Unrestricted Programs	Restricted Programs	Combined
Beginning Balance, July 1, 2024	**$45,922,660**	**$10,209,201**	**$56,131,862**
Total Revenues	$76,442,071	$47,454,180	$123,896,251
Total Expenditures	$74,788,104	$46,733,374	$121,521,478
Net Increase/(Decrease)	$1,653,967	$720,806	$2,374,744
Ending Balance, June 30, 2025	**$47,576,627**	**$10,930,007**	**$58,506,635**

Reserve Level **39.15%**

(Unrestricted Ending Balance divided by Total Combined Expenditures)

Mountain View
Whisman
School District

Using 2024-2025 Ending Balances to Update the 2025-2026 Multi-Year Projection

2024-2025 Unaudited Actual Report

Fund 01 General Fund: Multi-Year Projection

	2024-2025 Unaudited Actual	Adopted 2025-2026 (Year 1)	2026-2027 (Year 2)	2027-2028 (Year 3)
Beginning Balance, July 1	**$56,131,861**	**$58,506,635**	**$50,077,196**	**$37,237,473**
Total Revenues	$123,896,251	$122,397,658	$121,968,614	$124,010,136
Total Expenditures	$121,521,478	$130,827,098	$134,808,337	$140,499,022
Net Increase/(Decrease)	$2,374,774	($8,429,440)	($12,839,723)	($16,488,886)
Ending Balance, June 30	**$58,506,635**	**$50,077,196**	**$37,237,473**	**$20,748,587**
Reserve Level	**39.15%**	**31.18%**	**21.61%**	**9.82%**

Mountain View
Whisman
School District

Updates/Changes for 2025-2026 Heading Toward First Interim in November

Updates/Changes To be adjusted at 1st Interim:

- New Medical Benefit Rates effective January
- State Block Grant
- Carryover amount for Restricted Programs to be reflected at 1st Interim
- Shoreline EPA updated revenue projection
- Assessed Value projection rate update
- CalPERS Rate and Workers Comp rate update

Mountain View
Whisman
School District

Next Steps

Next Steps

- Lease agreement with Google
- Continue to monitor budget updates from the State and Federal Government
- Continue to work to bring expenditures in line with revenues
- First Interim will be presented at the November 20th board meeting

Mountain View
Whisman
School District

Questions?

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Action) Approval of Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries

Estimated Time:

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

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Background:
For 2024–2025 year Mountain View Whisman did not meet the minimum percentage of General Fund expenditures required to be spent on classroom teacher salaries under Education Code §41372. MVWSD is requesting the statutory exemption on the basis that our classroom teacher salaries are competitive and outpace comparable districts.
Context on the calculation:

- The numerator includes only classroom instruction salaries and benefits charged to the General Fund. It excludes other essential student-facing costs (e.g., counseling and mental-health services, intervention materials, textbooks, utilities).
- The denominator reflects all General Fund expenditures, with limited exclusions (e.g., facility acquisition/construction, transportation, nonpublic school payments, and certain programs not tied to classroom salaries).
- In 2024–2025, to maintain services, MVWSD relied on contracted services for student supports outside the numerator, further affecting the ratio.

MVWSD remains committed to competitive teacher compensation and robust student supports, and seeks this exemption consistent with the allowances provided in law.

Fiscal Implication:
N/A

Recommended Action:
It is recommended that the Board of Trustees approve the Application for Exemption Form Required Expenditures for Classroom Teachers' Salaries, as presented.

ATTACHMENTS:

Description	Type	Upload Date
2024-2025 Current Expense of Education Presentation	Backup Material	8/28/2025
Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries	Backup Material	8/27/2025

Mountain View
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2024-2025 Current Expense of Education

September 4, 2025

Mountain View
Whisman
School District

What is the Current Expense of Education Actuals (CEA)

Calculation of Current Expense of Education Actuals

- The calculation of the Current Expense of Education Actuals (CEA) is requirement (EC 41372)
- Used to determine the percentage of expenditures for the direct classroom cost of teaching students.

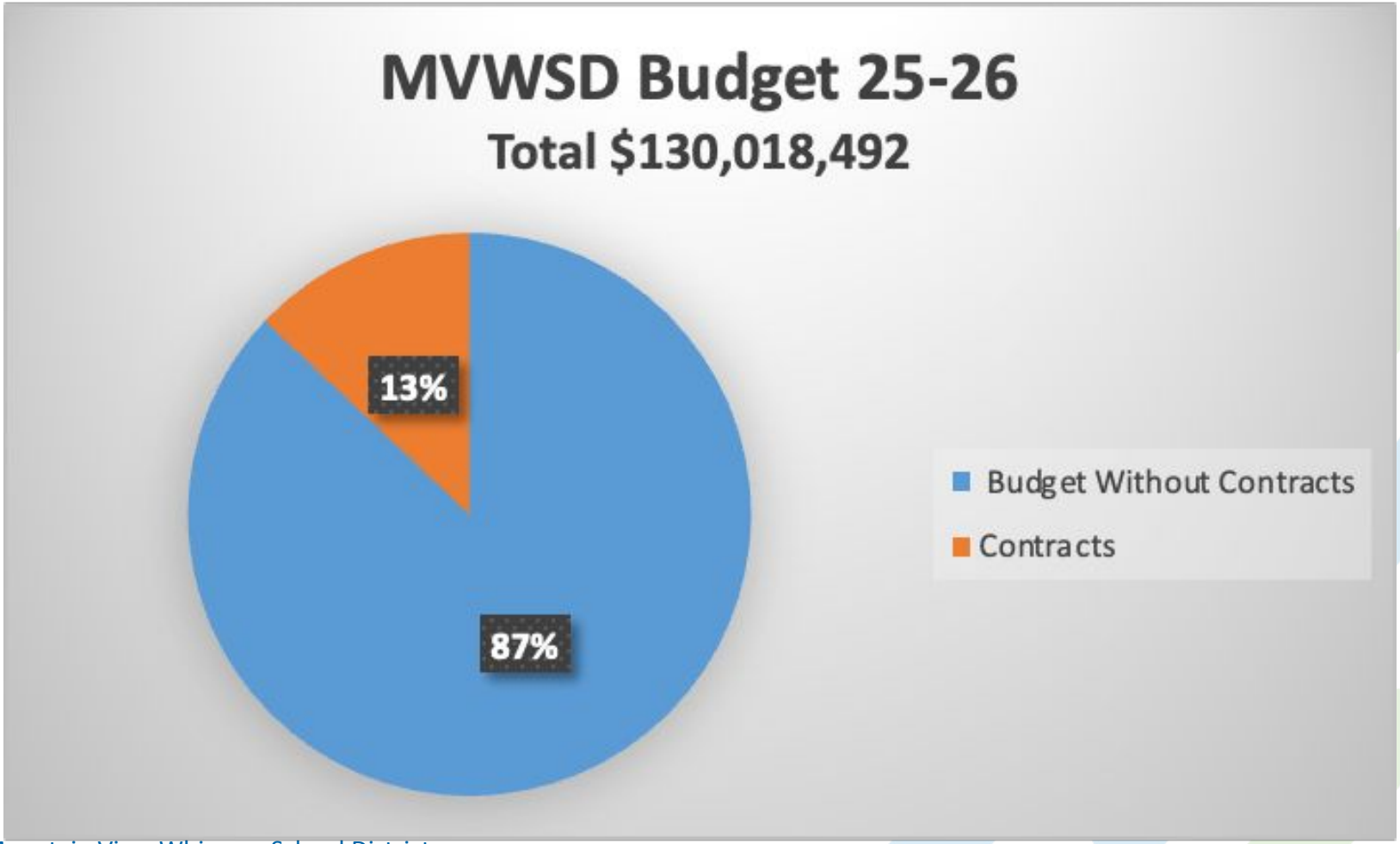
The Calculation

Numerator- certificated salaries. Removing community services, food services, fringe benefits for retired persons, and construction.

Denominator-total spending removing transportation, lottery, SpEd students in nonpublic schools, and other federal or state categorical aid not including any teacher salaries.

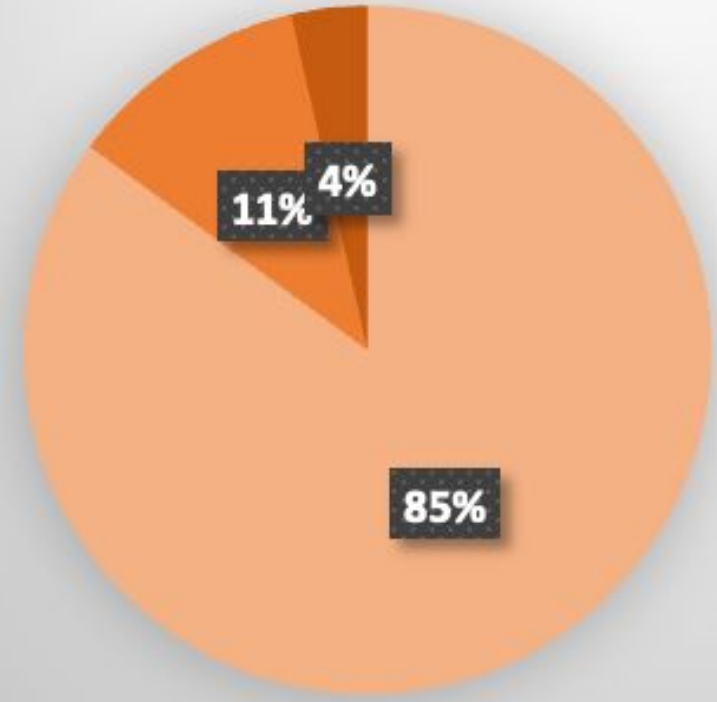
$$\frac{\text{Numerator}}{\text{Denominator}}$$

MVWSD Contracts and Budget-not included in the numerator

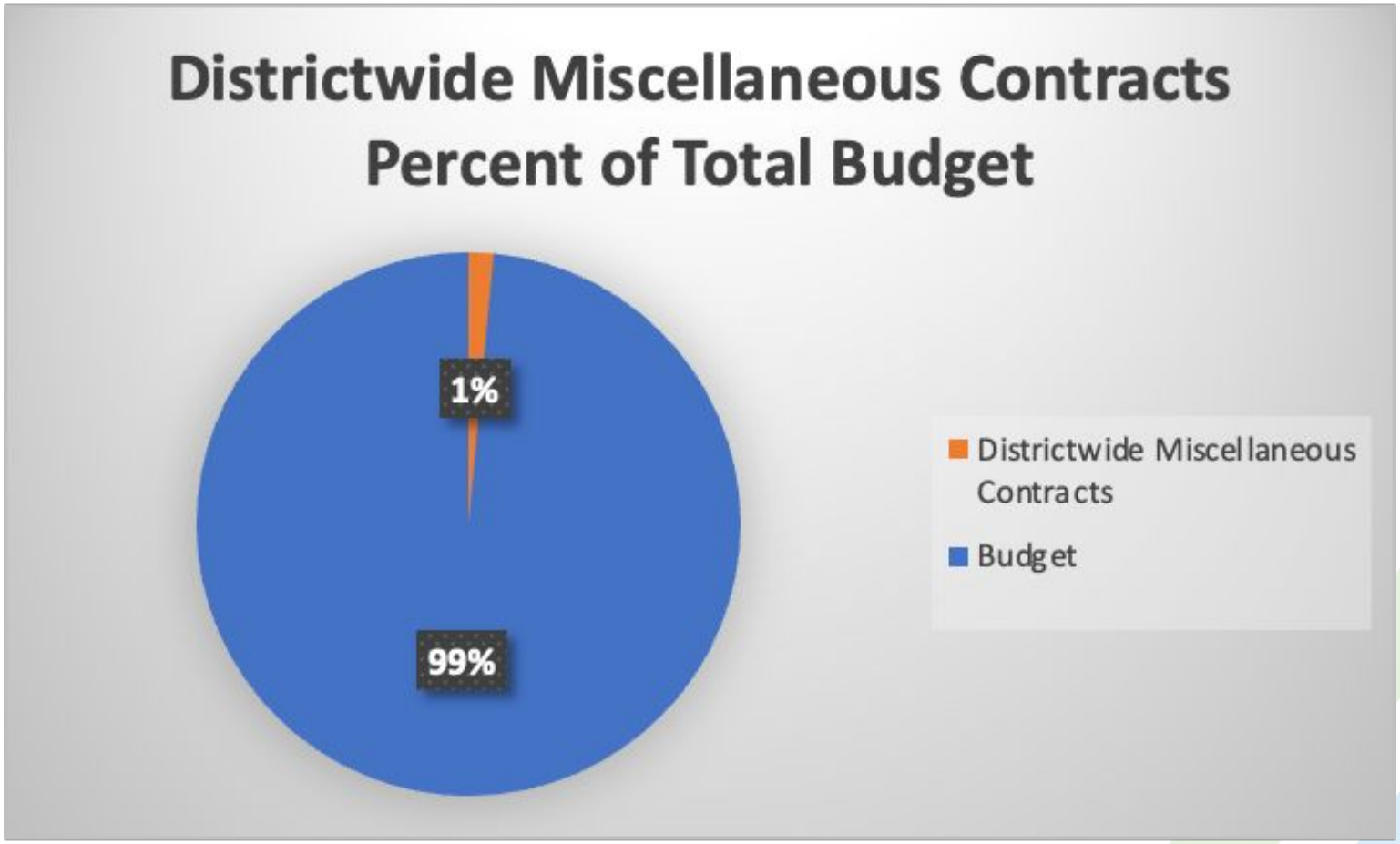


Breakdown of Contracts by Function

Total $16,842,400



- 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

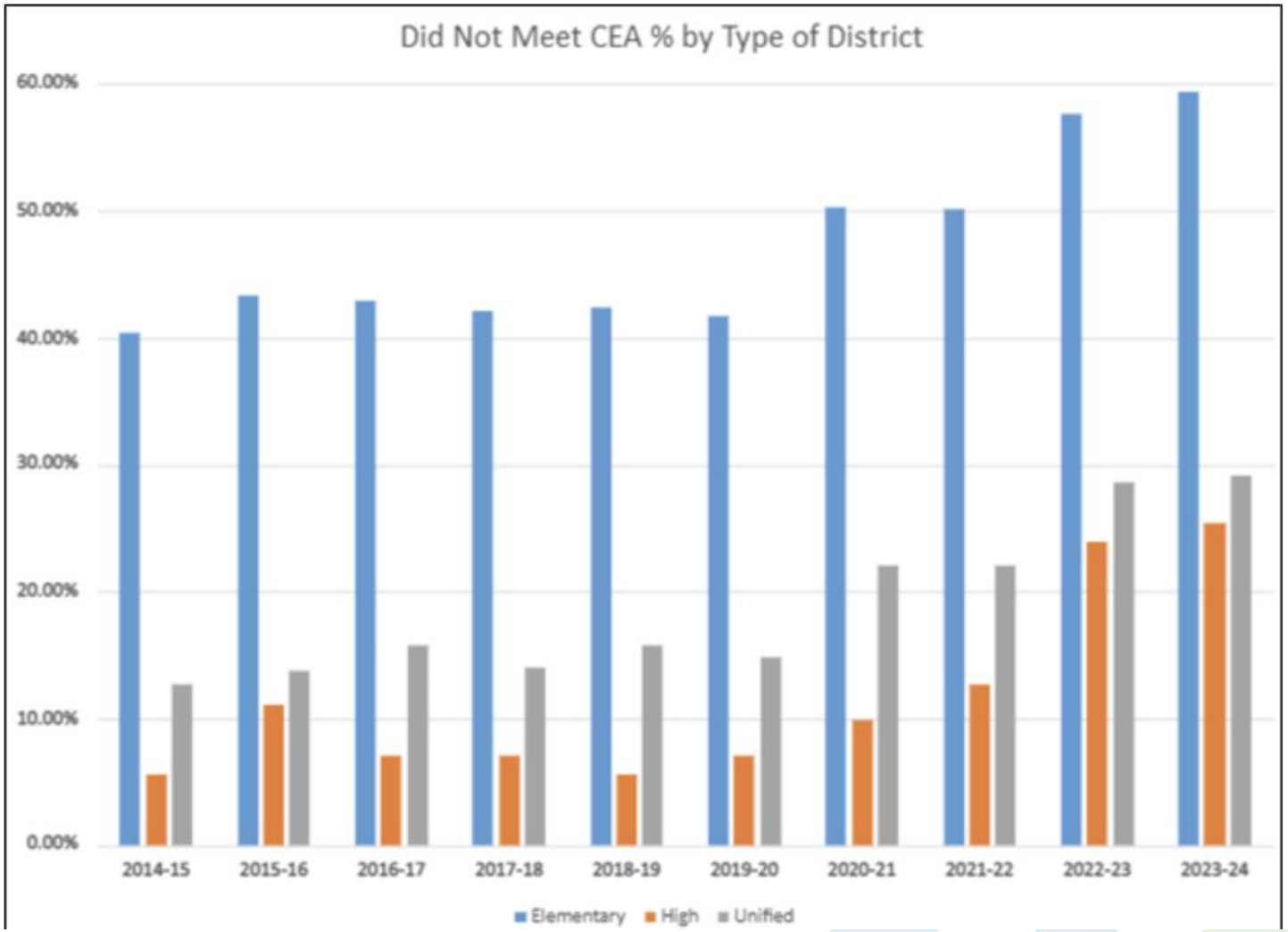
Required Percentages

Required percentages are:

- **Elementary districts—60%**
- **Unified districts—55%**
- **High school districts—50%**

- High schools typically have more staff such as counselors, At Risk, and School Engagement Facilitators which is why their percentage is lower.
- Our elementary and middle schools are staffed similar to high schools due to the support personal we have.

School Services Presented Trends on CEA

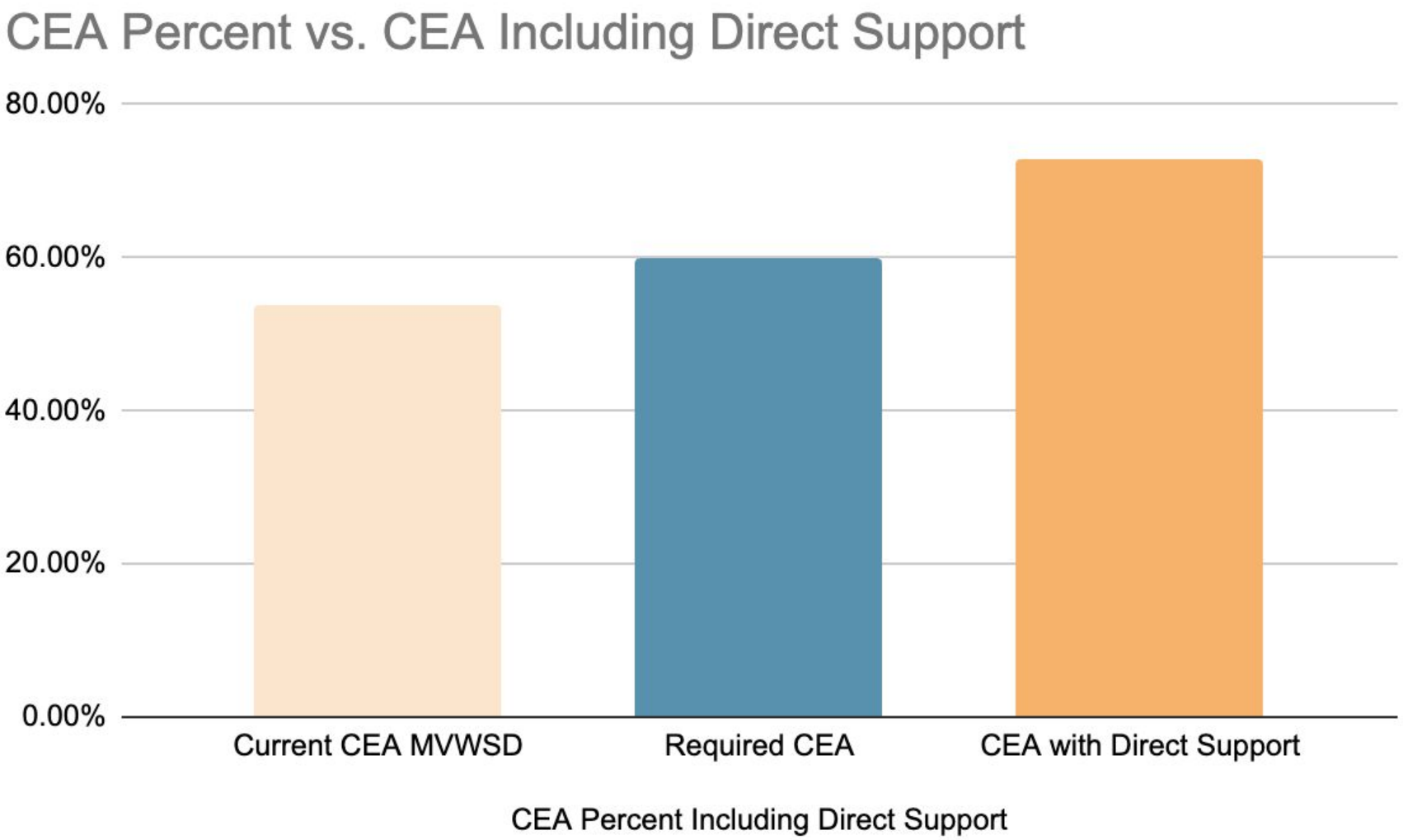


Trends in Meeting CEA Requirements

- There continues to be an upward trend of districts not meeting the CEA.
- This is due to multiple factors, including the need for more counselors, At Risk, and other positions outside of the classroom
- Many districts, including MVWSD, contract out programs such as ELOP which impacts our final numbers.
- In the 2023-2024 year almost 60% of elementary districts did not meet the CEA.

MVWSD's CEA

- Currently MVWSD's CEA is at 53.74%
- To apply for an exemption we are providing the County with our current salary schedule and benefits.
- The comparable districts provided are based on the CADIE report from SSC and are provided as supporting documentation. The County has full access to all salary schedules and benefits in the County.


CEA Percent vs. CEA Including Direct Support
80.00%
60.00%
40.00%
20.00%
0.00%
Current CEA MVWSD
Required CEA
CEA with Direct Support
CEA Percent Including Direct Support

Additional Information

- 73% of our budget is spent on salaries (Excluding district leadership). This includes counselors, psychologists, nurses, and principals.
- This percent puts the district well over the required percentage if direct support personnel were included.
- It does not include contracts for ELOP or other SpEd services.

What Happens When You File an Exemption?

File an exemption with your COE	Demonstrate either serious financial hardship or that teacher salaries and benefits are in excess of those paid by other comparable school districts
Funds withheld by your COE	Until the determination of the application for exemption is made
Exemption approved by your COE	Funds are released
Exemption denied by your COE	Spend the amount of the withheld funds on teacher salaries in the following year

Mountain View
Whisman
School District

Questions?

California Department of Education
Sample Form (Rev 11/2007)

Application for Exemption from the Required Expenditures for Classroom Teachers' Salaries

Pursuant to Education Code Section 41372

To: County Superintendent of Schools

For 2024-2025 fiscal year, the Mountain View Whisman School District did not spend the minimum percentage of its budget on classroom teacher salaries as required by *EC* Section 41372. We are requesting an exemption from this requirement as provided by law.

Reason for request (Check one):

____ Serious hardship to the school district
(Please attach a written explanation, the district's latest interim report, and a multiyear projection for the current and two subsequent fiscal years that reflects the financial impact of meeting the requirement of *EC* 41372.)

__X_ Payment of classroom teacher salaries that are in excess of those paid by other comparable school districts
(Please attach a classroom teacher salary & benefits comparison for at least three other comparable school districts. The comparison should include annual classroom teacher salaries paid at the beginning, average, and maximum salary levels plus the average annual employer contributions for health & welfare benefits.)

_____ Deficiency is less than $1,000.00 (exemption is automatically approved)

A. Deficiency Amount

(Source: Form CEA)

1.	Enter the minimum percentage for your district type. (60% Elementary/ 50% High School/ 55% Unified)	60.00 %
2.	Enter the percentage spent by your district.	53.74 %
3.	Percentage below the minimum. (Line 1 minus line 2)	6.26 %
4.	Enter the district's current expense of education (Form CEA)	$ 59,937,080.05
5.	Deficiency Amount. (Line 3 times line 4)	$ 6,981,858.86

B. Certification of the School District Governing Board

It is hereby certified that the information contained in this application is true and correct.

_____	Board President
Signature of Authorized Official	Title
William Lambert	_____
Print Name of Authorized Official	Date

C. Decision of the County Superintendent of Schools

(Completed by the County Superintendent of Schools or Designee)

Based on my review of the information contained with this application, I have taken the following action with respect to the school district named on this application (Check one):

_____ I am granting the request for exemption from the requirements of *Education Code* Section 41372.

_____ I am granting a partial exemption from the requirements of *Education Code* Section 41372. The amount not exempted is $_____ (A written explanation of the reason(s) for approving a partial exemption is attached.)

_____ I am denying the request for exemption from the requirements of *Education Code* Section 41372. (A written explanation of the reason(s) for denying the exemption is attached.)

It is hereby certified that the information contained in this application has been reviewed and is true and correct.

_____	_____ / _____
Signature of County Superintendent	County Office/Date
_____	_____ / _____
Signature of Authorized Designee	Title of Authorized Designee/Date

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	44,062,131.66	301	0.00	303	44,062,131.66	305	97,415.86	97,415.86	307	43,964,715.80	309
2000 - Classified Salaries	19,595,050.00	311	0.00	313	19,595,050.00	315	850,744.42	1,223,534.18	317	18,371,515.82	319
3000 - Employee Benefits	29,974,419.05	321	463,141.20	323	29,511,277.85	325	314,346.65	493,723.33	327	29,017,554.52	329
4000 - Books, Supplies Equip Replace. (6500)	4,729,009.67	331	0.00	333	4,729,009.67	335	984,920.77	1,037,845.90	337	3,691,163.77	339
5000 - Services. . . & 7300 - Indirect Costs	22,324,765.32	341	20,614.27	343	22,304,151.05	345	3,328,418.88	5,817,809.33	347	16,486,341.72	349
				TOTAL	120,201,620.23	365			TOTAL	111,531,291.63	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	34,022,957.12	375
2. Salaries of Instructional Aides Per EC 41011	2100	6,659,853.00	380
3. STRS	3101 & 3102	9,367,967.93	382
4. PERS	3201 & 3202	1,829,439.42	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	1,078,874.72	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	6,090,854.84	385
7. Unemployment Insurance	3501 & 3502	20,139.88	390
8. Workers' Compensation Insurance	3601 & 3602	857,587.99	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	9,405.15	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		59,937,080.05	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		400,613.56	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		0.00	396
14. TOTAL SALARIES AND BENEFITS		59,937,080.05	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		53.74%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

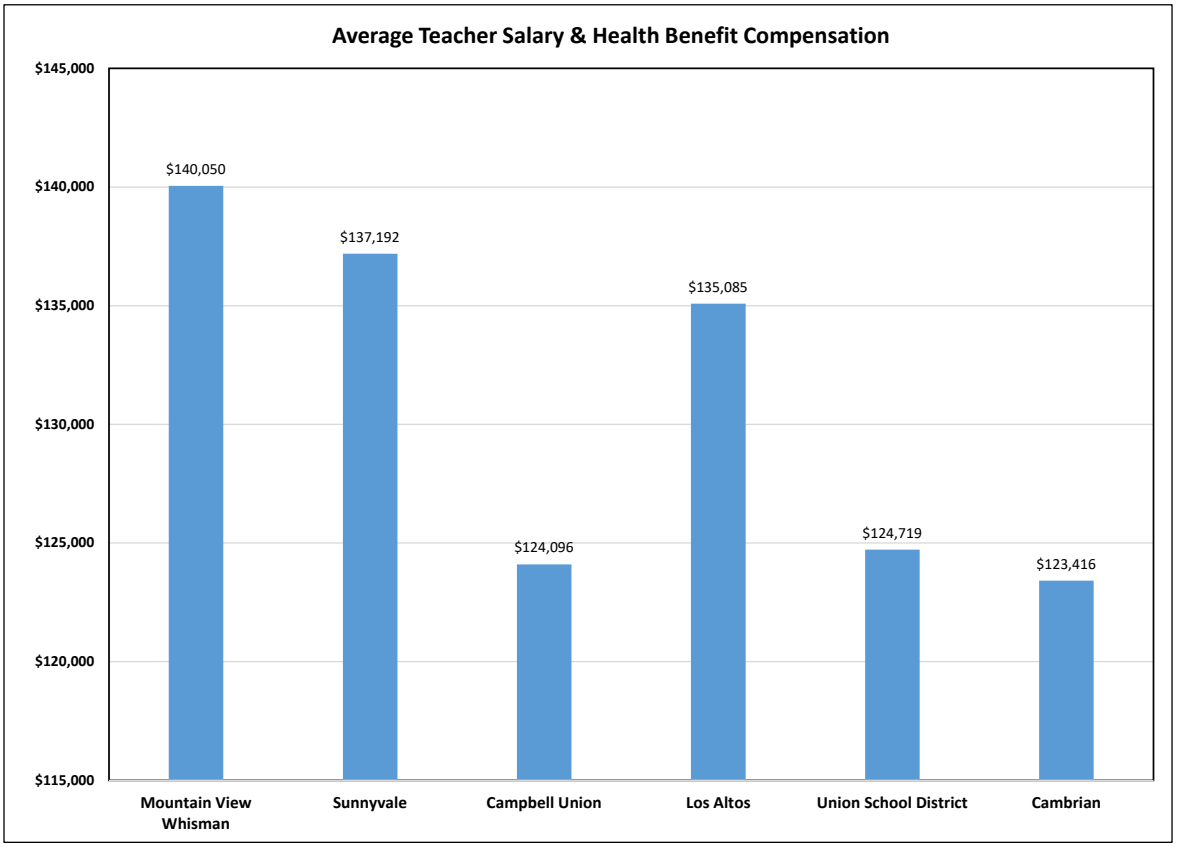
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	53.74%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	6.26%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	111,531,291.63
5. Deficiency Amount (Part III, Line 3 times Line 4)	6,981,858.86

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

In Column 4b adjustments were made per note 2. Resc: 1100, 6010, 6300, 5634, 2600, 6318.

Salary and Benefit Compensation Comparison Report

Description	Mountain View Whisman	Sunnyvale	Campbell Union	Los Altos	Union School District	Cambrian
Teacher Salary Beginning	$81,726	$80,296	$80,830	$77,738	$76,951	$76,184
Teacher Salary Average	$114,124	$115,565	$110,259	$110,541	$106,539	$105,666
Teacher Salary Maximum	$146,521	$150,834	$139,687	$143,343	$136,127	$135,148
Teacher Health & Welfare Average	$25,926	$21,627	$13,837	$24,544	$18,180	$17,750
Teacher Salary + H & W Average	$140,050	$137,192	$124,096	$135,085	$124,719	$123,416
Yrs to Top	19	30	25	15	28	27
Master Degrees	$2,500	$3,078	$2,800	$2,000	$1,800	$2,500



Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: ACTION AND DISCUSSION

Agenda Item Title: (Discussion) Board Bylaws and Board Policies Updates (First Reading)

Estimated Time:

Person Responsible:

Background:
CSBA advises districts of recommended changes in board policies and administrative regulations and board bylaws to assist boards in keeping their policies current and reflecting all recent changes in laws and regulations.

Updating MVWSD's policies with CSBA recommendations will align the district's policies with the California Ed Code and state and/or federal law.

The attached policies and board bylaws are ones for which the California School Board Association has recommended revisions.

The Policy Committee, at its August 20, 2025, meeting, reviewed the policies and is bringing them for First Reading and Trustees' review.

Approval of the policies/board bylaws will take place at the next regular meeting.

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 0420.4 Charter School Authorization
- BP 4033 Lactation Accommodation
- BP 5125.1 Release of Directory Information
- BP 6158 Independent Study/Short Term
- BB 9011 Disclosure of Confidential/Privileged Information

Fiscal Implication:

Recommended Action:

ATTACHMENTS:

Description	Type	Upload Date
CSBA BP 0410 Nondiscrimination in District Programs and Activities	Backup Material	8/28/2025
Redlined BP 0410 Nondiscrimination In District Programs and Activities	Backup Material	8/28/2025
CSBA BP 0420.4 Charter School Authorization	Backup Material	8/28/2025
Redlined BP 0420.4 Charter School Authorization	Backup Material	8/28/2025

CSBA BP 4033 Lactation Accommodation	Backup Material	8/28/2025
Redlined BP 4033 Lactation Accommodation	Backup Material	8/28/2025
CSBA BP 5125.1 Release of Directory Information	Backup Material	8/28/2025
Redlined BP 5125.1 Release Of Directory Information.pdf	Backup Material	8/28/2025
CSBA BP 6158 Independent Study	Backup Material	8/28/2025
Redlined BP 6158 Independent Study-Short-term	Backup Material	8/28/2025
CSBA BB 9011 Disclosure of Confidential-Privileged Information	Backup Material	8/28/2025
Redlined BB 9011 Disclosure of Confidential Information	Backup Material	8/28/2025

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 02/01/2014 **| Last Revised Date:** 06/01/2025 **| Last Reviewed Date:** 06/01/2025

CSBA NOTE: Education Code 234.1 mandates districts to adopt policy as well as a process to ensure that district programs and activities are free from unlawful discrimination.

In accordance with various provisions of state and federal law and regulation, and related court cases, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. This includes, but is not limited to, discrimination based on race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status. For more information specific to the protection of students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.

Government Code 12940 provides additional protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment on the basis of actual or perceived age; religious creed; reproductive health decision-making; sex, which includes some of the characteristics listed in the prior paragraph, as well as breastfeeding; and veteran or military status. For more information specific to the protection against discrimination as related to volunteers, see BP 1240 - Volunteer Assistance, and, as related to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment and BP 4119.11/4219.11/4319.11 - Sexual Harassment.

Additionally, Education Code 200 and 210.2, and Government Code 12920 and 12926, as amended by SB 1137 (Ch. 779, Statutes of 2024), provide that prohibited discrimination includes discrimination not just because of one protected class under state law, but also because of the combination of two or more protected bases.

Education Code 260 and 5 CCR 4900-4965 also require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the U.S. Department of Education's Office for Civil Rights (OCR), and the California Department of Education (CDE) may investigate complaints regarding discrimination pursuant to 5 CCR 4600-4670.

Title IX of the Education Amendments of 1972 (20 USC 1681-1688) prohibits discrimination based on sex in district programs and activities. Although the Title IX regulations were amended by 89 Fed.Reg. 33474, effective August 1, 2024, these amendments were vacated nationwide by the United States District Court in Tennessee v. Cardona on January 9, 2025. Following this decision, OCR's February 4, 2025 Dear Colleague Letter clarified that OCR will enforce Title IX based on the regulations as they existed prior to August 1, 2024. Therefore, references in this Board policy to Title IX and its implementing regulations are to the Title IX regulations as they existed prior to August 1, 2024.

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the Board and the Superintendent in enacting policies and procedures that govern the district. (Education Code 234.1)

District programs, activities, and practices shall be free from unlawful discrimination against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; reproductive health decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status; a 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. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for

another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

CSBA NOTE: Pursuant to Education Code 242, CDE has developed guidance and public educational materials to ensure that all Californians can access information about educational laws and policies that safeguard the right to an accurate and inclusive curriculum, which are available on its website.

For more information regarding the prohibition of discrimination as it applies to textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction, or any book or resource in a school library, see BP/AR/E(1) 6161.1 - Selection and Evaluation of Instructional materials, BP 6161.11 - Supplementary Instructional Materials, and BP 6163.1 - Library Media Centers. Also see CSBA's publication, "Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities," and corresponding Fact Sheet and Reference, and the California Attorney General's, "Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books."

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

CSBA NOTE: Education Code 221.2-221.3, the California Racial Mascot Act, declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to providing an equal education. Specifically, Education Code 221.3, as amended by AB 3074 (Ch. 665, Statutes of 2024), prohibits public schools, except public schools operated by an Indian tribe or a tribal organization, from using the term "Redskins" as a school or athletic team name, mascot, or nickname. Beginning July 1, 2026, Education Code 221.3, as amended by AB 3074, prohibits public schools, other than those operated by an Indian tribe or a tribal organization, from using any derogatory Native American term for school or athletic team names, mascots, or nicknames without the written consent of a local federally recognized Indian tribe. Education Code 33315, as amended by AB 3074, requires that the uniform complaint procedures (UCP) be used to investigate and resolve complaints alleging a violation of Education Code 221.3. See BP/AR 1312.3 - Uniform Complaint Procedures.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

CSBA NOTE: Complaints alleging discrimination based on a violation of Education Code 243, or 244, as added by SB 153 (Ch. 38, Statutes of 2024), related to the use or prohibited use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or resource in a school library, may be brought under the district's UCP or may be filed directly with the Superintendent of Public Instruction (SPI). Complaints that are filed directly with the SPI are required to identify the basis for doing so, and present evidence that supports the basis for the direct filing. In such cases, the SPI may directly intervene without waiting for an investigation by the district. See BP/AR 1312.3 - Uniform Complaint Procedures.

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students,

and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees.

CSBA NOTE: Pursuant to 34 CFR 104.8 and 106.8, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability or sex in its education programs or activities. Additionally, Education Code 221.61 requires districts to post specified information relating to Title IX on their websites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

CSBA NOTE: Pursuant to Education Code 234.7, a district is required to notify parents/guardians of their children's right to a free public education regardless of immigration status. The Attorney General's, "Promoting a Safe and Secure Learning Environment: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues," updated in December 2024, provides additional detail on this topic, which includes one appendix titled, "Know Your Educational Rights." Such notice may be included in the annual parental notification provided pursuant to Education Code 48980 or through any other cost-effective means. See BP/AR 5145.13 - Response to Immigration Enforcement and BP/E(1) 5145.6 - Parent/Guardian Notifications.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

CSBA NOTE: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. Additionally, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. Additionally, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

CSBA NOTE: Pursuant to the Americans with Disabilities Act (ADA) and its implementing regulations, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective, the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity, or the district can demonstrate an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice (DOJ).

Additionally, pursuant to 28 CFR 35.136, a district is required to permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. It is recommended that districts with questions about compliance with the ADA consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the

Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

CSBA NOTE: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that an individual with a disability is not excluded from participation or denied a benefit, service, or program on the basis of that disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting, or would be an undue burden, then the district need not provide them.

Additionally, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). The district is required to ensure that such meetings are accessible to persons with disabilities and that disability-related accommodations, such as auxiliary aids and services, are made available upon the request of any individual with a disability. In addition, Government Code 54953 requires Boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility. See BB 9320 - Meetings and Notices and BB 9322 - Agenda/Meeting Materials.

OCR has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district websites be accessible to individuals with disabilities. In April 2024, the DOJ updated its regulations to include specific technical standards to ensure that content available through a district's web and mobile applications are accessible to individuals with disabilities by April 26, 2027. For more information on website accessibility, see OCR's June 2010 and May 2011 Dear Colleague Letters, and BP 1113 - District and School Websites.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of district services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

CSBA NOTE: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's UCP procedures. The following paragraph, which identifies the person or position identified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

_____
(title or position)
_____
(address)
_____
(telephone number)
_____
(email)

0410 BP - Nondiscrimination In District Programs and Activities

Philosophy-Goals-Objective and Comprehensive Plans

Board Policy No 0410

Policy approved: August 22, 2019

Policy Revised: September 2025 ~~February 8, 2024~~

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

The policy shall apply to all acts related to a school activity or school attendance and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

~~The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.~~ District programs, activities, and practices shall be free from unlawful discrimination, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, ~~including discrimination against an individual or group based on~~ race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification~~, ethnicity~~, age, religion, religious creed, marital status, pregnancy, false pregnancy, childbirth, termination of pregnancy or related conditions or recovery, breastfeeding or related medical conditions, parental status, family status, reproductive health decision-making, ~~physical or mental~~ disability, medical condition, sex, sexual orientation, sex stereotypes, gender,

gender identity, gender expression, veteran or military status, or genetic information; a 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. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2).

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the ~~race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category~~ categories identified above.

District programs and activities shall also be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it~~in~~ includes a study of the role or contributions of an individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate

Education Code 51501 or 60044 (Educationeducation Code 243).

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall review annually district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

All complaints alleging All allegations of unlawful discrimination in district programs and activities shall be brought, investigated and resolved in accordance with the procedures specified in AR 1312.2 – Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees.

Pursuant to 34 CFR 104.8 and 34 CFR 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

The Superintendent or designee shall notify~~In addition, the annual parental notification shall inform~~ parents/guardians regarding~~of~~ their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. ~~, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee.~~ (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language (Education Code 48985; 20 USC 6312).

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate ~~The Superintendent or designee shall ensure that the district provides~~ auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of services, programs or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to the school-sponsored function, program or meeting.

The individual identified in Administrative Regulation~~The individual identified in AR~~ 1312.1 – Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights

laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Human Resources ~~Chief Human Relations Officer~~

1400 Montecito Ave, Mountain View, CA 94043

650-526-3500

Supt@mvwsd.org

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

Philosophy, Goals, Objectives and Comprehensive Plans BP 0410 (c)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Policy 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 05/01/2019 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

CSBA NOTE: The following optional policy may be revised to reflect district practice. Education Code 47600-47616.7 authorizes the establishment of public charter schools, which are generally exempt from the Education Code unless otherwise specified in law. To establish a charter school within the district, petitioners are required to submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation. The following policy reflects the criteria and procedures required by Education Code 47605.

Under certain circumstances, charter petitions may also be approved by other governmental entities. For example, Education Code 47605.5-47605.6 require petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county.

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the State Board of Education (SBE) to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend a charter school.

For further information regarding the submission and review of charter school petitions, see CSBA's, "Charter Schools: A Guide for Governance Teams." CSBA's District and County Office of Education Legal Services attorneys can also assist with petition reviews for districts that subscribe to that service.

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

CSBA NOTE: Education Code 47605 allows for Board approval of a start-up charter school or the conversion of an existing public school into a charter school, provided that the charter school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. The signature requirement differs for each type of charter school; see the accompanying administrative regulation.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services, which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school, nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

CSBA NOTE: Pursuant to Education Code 47605, the Board is required to hold a public hearing within 60 days of receiving a charter petition to determine the level of support for the petition, and to hold a public hearing within 90 days to take final action on the petition. Education Code 47605 also requires the district to publish, at least 15 days prior to the public hearing at which the Board will grant or deny the petition, staff recommendations regarding the petition and, if applicable, the certification from the County Superintendent of Schools regarding the potential fiscal

impact of the charter school on the district.

To provide adequate opportunity for public input and thoughtful consideration of the charter petition, it is recommended that the Board conduct two public hearings -- one hearing to determine the level of support for the petition and, following the publication of staff recommendations, a second hearing to grant or deny the petition. However, the law does not explicitly require two hearings, and it may be possible to hold one public hearing to both determine the level of support for the petition and grant or deny the petition, provided that staff recommendations are published 15 days prior to the hearing, the hearing is held within 60 days of receipt of the petition, and the petitioners have equal time and opportunity to present evidence and testimony. It is recommended that CSBA's District and County Office of Education Legal Services or district legal counsel be consulted as needed to ensure that all requirements are met.

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. Pursuant to Education Code 47605, in the event that a petition is denied and the matter is appealed, the Board is required to provide a documentary record to the petitioner, including a transcript of the public hearing at which the Board denied the hearing. See "Appeals" below. Thus, it may be useful to have a transcription of the hearing(s) in the event that the petitioners later appeal the decision of the Board.

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

CSBA NOTE: Education Code 47605 requires the Board to give preference to charter petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioner as academically low achieving based on the standards established by the California Department of Education (CDE) pursuant to Education Code 54032, as that section read before July 19, 2006. Prior to its repeal on that date, Education Code 54032 required CDE to develop standards to identify students as academically low achieving for purposes of allocating Economic Impact Aid funds to school sites. However, the Economic Impact Aid program is no longer funded or administered by CDE.

Pursuant to Education Code 47605, the Board is required to also consider the interests of the community in which the school is proposing to locate.

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47604.1, charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000 - 7930.215), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014).

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of

any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Although not required by law, CSBA's, "Charter Schools: A Guide for Governance Teams," recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues that might be addressed in an MOU, including business operations, facilities, administrative and support services, special education, student assessment, and athletics. See CDE's website for sample MOUs.

The Board may approve one or more memoranda of understanding (MOU) to clarify the financial and operational agreements between the district and the charter school. Any such MOU shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the petition to the County Superintendent, CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

   CSBA NOTE: Pursuant to Education Code 47605, the Board may approve a charter school serving students in a grade level not offered by the district only when the charter school will also serve all the grade levels offered by the district. Thus, an elementary district's board cannot approve a charter for a high school, but may approve a charter for a K-12 school since the charter school will serve all grade levels served by the elementary school district.

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

   CSBA NOTE: Pursuant to Education Code 47612.7, until January 1, 2026, the Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction. A charter school approved before October 1, 2019, which had started providing educational services as of that date may continue to offer nonclassroom-based instruction under the circumstances specified in Education Code 47612.7.

4. Offer nonclassroom-based instruction (Education Code 47612.7)

CSBA NOTE: Pursuant to Education Code 47605, a charter petition may be denied only if certain factual findings are made. 5 CCR 11967.5.1 contains criteria for SBE's review of charter petitions, which may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified below.

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition

3. The petition does not contain the number of signatures required

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c)

6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate

   Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:

   a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

   b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

   CSBA NOTE: Pursuant to Education Code 47605, a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school.

8. The district is not positioned to absorb the fiscal impact of the proposed charter school

   The district meets this criterion if it has a negative interim certification, has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

CSBA NOTE: Pursuant to Education Code 47605, if the Board denies a charter petition, the petitioner may, within 30 days of the denial, submit the petition to the County Board. If the County Board denies a petition on appeal, the petitioner may, within 30 days of the denial by the County Board, appeal to SBE.

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47605, SBE may only reverse a denial of a charter school petition upon a determination that there was an abuse of discretion by each of the board of the district and the county board. Abuse of discretion is the most deferential standard of review, under which SBE must give deference to the decisions of the board of the school district and the county board to deny the petition.

In Napa Valley Unified School District v. State Board of Education, the district and the county Board denied a charter school petition on the basis that it was unlikely to serve the interests of the entire community and that it would have a negative fiscal impact on existing district services. The proponents of the charter school appealed to SBE, however, the California Appellate Court held that SBE could not overturn the denial. The proponents of the charter school had petitioned the California Supreme Court for review. Due to the legal uncertainty in this area, it is recommended that the Board consult CSBA's District and County Office of Education Legal Services or district legal counsel when a petition the Board has denied is on appeal to SBE.

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which

may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open, public meeting. (Education Code 47605, 47607)

The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)

1. The fiscal impact of the proposed expansion on the district
2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings
3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605

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

State	Description
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination

State	Description
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.02-42238.52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-47655	Funding of charter schools
Ed. Code 48900	Suspension or expulsion; use of controlled substances
Ed. Code 49011	Student fees; definition
Ed. Code 51744-51749.6	Independent study
Ed. Code 51745	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act
W&I Code 224.1	Indian child; definition

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 7221-7221j	Charter schools
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	Description
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California Charter Authorizing Professionals Pub.	Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	Napa Valley Unified School District v. State Board of Education, Case No. C099068

Management Resources	Description
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA
Website	U.S. Department of Education

Cross References	Description
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0510	School Accountability Report Card
0510	School Accountability Report Card
2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

0420.4 BP - Charter School Authorization

Philosophy-Goals-Objectives and Comprehensive Plans

Board Policy No. 0420.4

Revised September 2025~~May 30, 2024~~

CHARTER SCHOOL AUTHORIZATION

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

Within 60 days of receiving a petition to establish a charter school, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees of the district, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on

the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on the standards established by the California Department of Education (CDE) (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining

agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

When a petition is approved by the Board, ~~i~~it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the petition~~charter~~ to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:

a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to

locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school.

The district meets this criterion if it has a negative interim certification, has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific

citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open, public meeting. (Education Code 47605, 47607)

The Board may deny a proposed material revision if it finds that the proposed material revision would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following: (Education Code 47605)

1. The fiscal impact of the proposed expansion on the district

2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings

3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

Additionally, the Board may deny a proposed material revision if it finds that the district is not positioned to absorb the fiscal impact of the proposed material revision. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, the district has a negative interim certification pursuant to Education Code 42131, or the district is under state receivership. (Education Code 47605

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

33126 School Accountability Report Card

41365 Charter school revolving loan fund

42238.51-42238.2 Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-51749.6 Independent study

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

56026 Special education

56145-56146 Special education services in charter schools

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study

11960-11968.5.5 Charter schools

CODE OF REGULATIONS, TITLE 24

Part 2 California Building Standards Code

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

Policy 4033: Lactation Accommodation

Status: ADOPTED

Original Adopted Date: 07/01/2011 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

CSBA NOTE: Pursuant to Labor Code 1034, districts are mandated to develop policy regarding lactation accommodation with specified components, as provided below.

Both federal and state law require that employees be provided reasonable break time and an appropriate location to accommodate their desire to express breast milk for their infant children. The Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act (29 USC 218d) requires employers to provide reasonable break time for nursing employees to express breast milk for one year after the child's birth, and to ensure that employees have access to a lactation space, as specified. In addition, the Pregnant Workers Fairness Act (PWFA) (42 USC 2000gg-2000gg-6) requires employers to provide reasonable accommodation to employees due to pregnancy, childbirth, or related medical conditions, including lactation.

State law (Labor Code 1030-1034) also applies to all district employees. Labor Code 1033 prohibits an employer from discharging, or in any manner discriminating or retaliating against, an employee for exercising or attempting to exercise any right related to lactation accommodation. Pursuant to Labor Code 1033, violation of Labor Code 1030-1034 may result in a citation from the Labor Commissioner and/or a civil penalty.

The district should ensure consistency of this policy with provisions in the district's collective bargaining agreement, if any, related to break times or other employment issues.

Where provisions of the laws conflict, the statute providing greater protections for employees supersedes. It is recommended that the district consult CSBA's District and County Office of Education Legal Services or district legal counsel if questions arise about the application of conflicting laws to a particular employee.

The Governing Board recognizes the immediate and long-term health benefits of breast milk and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

CSBA NOTE: Labor Code 1034 requires the district's policy regarding lactation accommodation to include the process by which the employee is to make a lactation accommodation request and the district's obligation to respond to the request. The following paragraph should be modified to reflect the district's process.

For more information regarding workplace accommodations, see AR 4032 - Reasonable Accommodation and for temporary assignments, see BP 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

CSBA NOTE: Pursuant to Labor Code 1032, all districts are required to grant lactation accommodation except when granting the accommodation would "seriously disrupt" district operations. "Serious disruption" is not defined in the law.

Additionally, the PUMP Act (29 USC 218d) and Labor Code 1031 provide an exception for districts with fewer than 50 employees when lactation accommodation would result in "undue hardship" based on significant difficulty or expense in relation to the size, financial resources, nature, or structure of the district. In addition, the PWFA (42 USC 2000gg-1) applies to districts with 15 or more employees, but provides an exception for accommodations that would impose an "undue hardship." When a district is able to demonstrate undue hardship, Labor Code 1031 only requires that reasonable efforts be made to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express breast milk in private. For more information regarding lactation space requirements, see "Break Time and Location Requirements," below.

Regardless of the size of the district, the determination of serious disruption or undue hardship should be made on a case-by-case basis and only in limited, stringent circumstances. The burden of demonstrating why accommodation could not be made, even if on a temporary basis or for less time than requested, would likely fall to the district.

Lactation accommodations shall be granted unless there exist limited circumstances, as specified in law. (Labor Code

1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

CSBA NOTE: Labor Code 1034 requires the district's policy to include a statement that the district provide a written response to an employee if the district is unable to comply with the break time or location requirements. It is recommended districts proceed with caution before denying a lactation accommodation, and consult CSBA's District and County Office of Education Legal Services or district legal counsel as necessary.

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

CSBA NOTE: Although the PUMP Act (29 USC 218d) limits the length of time that an employee is entitled to lactation accommodation to one year after the birth of the child, Labor Code 1030 and the PWFA (42 USC 2000gg-1) do not set a specific limit on the infant child's age and therefore provides greater benefits to employees.

For at least a year after the birth of a child, the district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1)

CSBA NOTE: Labor Code 1030 and the PUMP Act (29 USC 218d) do not require the district to compensate non-exempt employees for breaks taken for the purpose of expressing breast milk. However, an employee who uses break time already provided by the district as paid time must be compensated for that break time in the same manner as any other employee. Any additional time beyond the authorized paid break time could be uncompensated, provided the employee is completely relieved from duty during that time. If the district instead chooses to provide compensation for such additional break time, it should modify the following paragraph accordingly. The district also may provide flexible scheduling for those employees who choose to work extra time to make up for any uncompensated break time beyond the authorized break time.

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

CSBA NOTE: Labor Code 1031 requires the district to provide an employee with the use of a room or location, other than a bathroom, to express breast milk in private. This may include the place where the employee normally works if the location otherwise meets legal requirements, as specified below. Labor Code 1031 authorizes the district to designate a temporary location to express breast milk if the district is unable to provide a permanent location due to operational, financial, or space limitation, as long as the space is in close proximity to the employee's work area, shielded from view, free from intrusion while breast milk is being expressed, and is otherwise compliant with law.

Additionally, the PUMP Act (29 USC 218d) requires the district to ensure that an employee can access a lactation space, other than a bathroom, that is clean, shielded from view, and free from intrusion from others.

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area and shall meet the following requirements: (Labor Code 1031; 29 USC 218d)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging

stations, needed to operate an electric or battery-powered breast pump

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

CSBA NOTE: The following paragraph is required pursuant to Labor Code 1034.

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

CSBA NOTE: Additional remedies may be available for violation of the PUMP Act (29 USC 218d) under the Fair Labor Standards Act, the PWFA (42 USC 2000gg-2), and state law pursuant to Labor Code 1030-1034 and Government Code 12925-12954.

Additionally, an employee may file a complaint with the Wage and Hour Division of the U.S Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the 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
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
Civ. Code 43.3	Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 12925-12954	Unlawful discriminatory employment practices
Gov. Code 12945	Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034	Lactation Accommodation
Lab. Code 6382	Procedure for listing hazardous substances

Federal	Description
29 CFR 1636	Implementation of the Pregnant Workers Fairness Act
29 USC 218c	Fair Labor Standards Act; protections for employees
29 USC 218d	Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
42 USC 2000gg-2000gg-6	Pregnant Workers Fairness Act
U.S. DoL, Wage and Hour Div., Publication	Education FAQs: Pump at Work Frequently Asked Questions

Management Resources	Description
CA Department of Industrial Relations Publication	Rest Periods/Lactation Accommodation, Frequently Asked Questions
California Civil Rights Department Decision	Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
California Department of Public Health Publication	Lactation Accommodation for Employers
Office of the Surgeon General Publication	The Surgeon General's Call to Action to Support Breastfeeding, 2011
U.S. DoL, Wage and Hour Div., Publication	Frequently Asked Questions: Pumping Breast Milk at Work

Management Resources	Description
U.S. DoL, Wage and Hour Div., Publication	Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023
U.S. HHS Office on Women's Health Publication	The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Labor and Standards Enforcement
Website	California Department of Public Health
Website	California Women, Infants and Children Program
Website	Centers for Disease Control and Prevention
Website	Health Resources and Services Administration
Website	Office of the Surgeon General
Website	U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work
Website	U.S. Equal Employment Opportunity Commission

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications

Cross References	Description
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4344	Complaints
4344	Complaints
4361.8	Family Care And Medical Leave

4033 BP: Lactation Accommodation

Lactation Accommodation
Adopted: September 2025~~December 19, 2024~~

The Governing Board recognizes the immediate and long-term health benefits of breast milk~~feeding~~ and desires to provide a supportive environment for any district employee to express breast milk for an infant child upon returning to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee for seeking an accommodation to express breast milk for an infant child while at work.

An employee shall notify the employee's supervisor or other appropriate district administrator in advance of the intent to request an accommodation. The supervisor or appropriate district administrator shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor or appropriate district administrator shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 218d, 42 USC 2000gg-1)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The district shall include this policy in its employee handbook or in any set of policies that the district makes available to employees. In addition, the Superintendent or designee shall distribute this policy to new employees upon hire and when an employee makes an inquiry about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

For at least a year after the birth of a child, t~~T~~he district shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030; 42 USC 2000gg-1~~); 34 CFR 106.57)~~ ¶

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 218d)

The employee shall be provided a lactation space which may be used by the employee for expressing breast milk or breastfeeding as needed. The lactation space shall be a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area, and shall meet the following requirements: (Labor Code 1031; 29 USC 218d~~; 34 CFR 106.57~~)

1. Is shielded from view and free from intrusion while the employee is expressing breast milk

2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382

3. Contains a place to sit and a surface to place a breast pump and personal items

4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump

5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing breast milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

~~Complaints alleging sex discrimination under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. ¶~~

A~~Additionally, a~~n employee may file a complaint with the Wage and Hour Division of the U.S. Department of Labor for an alleged violation of the Providing Urgent Maternal Protections for Nursing Mothers Act and/or the Equal Employment Opportunity Commission for failure to provide reasonable accommodations pursuant to the Pregnant Workers Fairness Act. (29 USC 218c, 218d, 42 USC 2000gg-2).

A~~In addition, a~~n employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.
State References, Description
2 CCR 11035-11051 Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
29 USC 218c Fair Labor Standards Act; protections for employees
Civ. Code 43.3 Right of mothers to breastfeed in any public or private location
Ed. Code 200-262.4 Prohibition of discrimination
Gov. Code 12925-12954 Unlawful discriminatory employment practices
Gov. Code 12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions
Lab. Code 1030-1034 Lactation Accommodation
Lab. Code 6382 Procedure for listing hazardous substances

Federal References, Description
20 USC 1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex

29 CFR 1636 Implementation of the Pregnant Workers Fairness Act
29 USC 218d Fair Labor Standards Act; Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act
34 CFR 106.1-106.82 Discrimination on the basis of sex; effectuating Title IX
42 USC 2000gg-2000gg-6 Pregnant Workers Fairness Act

Management Resources References, Description
CA Department of Industrial Relations Publication Rest Periods/Lactation Accommodation, Frequently Asked Questions
California Civil Rights Department Decision, Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009
California Department of Public Health PublicationLactation Accommodation for Employers
Federal Register. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, April 29, 2024, Vol. 89, No. 83, pages 33474-33896
Federal Register, Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 78, No. 244, pages 80073-80079
Office of the Surgeon General Publication The Surgeon General's Call to Action to Support Breastfeeding, 2011
U.S. DoL, Wage and Hour Div., Publication Education FAQs
U.S. DoL, Wage and Hour Div., Publication Frequently Asked Questions - Pumping Breast Milk at Work
U.S. DoL, Wage and Hour Div., Publication
Fact Sheet #73: FLSA Protections for Employees to Pump Breast Milk at Work, rev. January 2023
U.S. HHS Office on Women's Health Publication, The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008
Website CSBA District and County Office of Education Legal Services
Website Equal Employment Opportunity Commission
Website California Department of Industrial Relations, Division of Labor and Standards Enforcement
Website California Department of Public Health
Website California Women, Infants and Children Program
Website Centers for Disease Control and Prevention
Website Health Resources and Services Administration

Website Office of the Surgeon General
Website U.S. Department of Labor, Wage and Hour Division, FLSA Protections to Pump at Work

Management Resources References, Description

Cross References, Description
0410 Nondiscrimination In District Programs And Activities
4030 Nondiscrimination In Employment
4030 Nondiscrimination In Employment
4032 Reasonable Accommodation
4112.9 Employee Notifications
4112.9-E(1) Employee Notifications
4113.4 Temporary Modified/Light-Duty Assignment
4119.11 Sex Discrimination and Sex-Based Harassment
4119.11 Sex Discrimination and Sex-Based Harassment
4119.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4119.12-E(1) Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4144 Complaints
4144 Complaints
4161.8 Family Care And Medical Leave
4212.9 Employee Notifications
4212.9-E(1) Employee Notifications
4213.4 Temporary Modified/Light-Duty Assignment
4219.11 Sex Discrimination and Sex-Based Harassment
4219.11 Sex Discrimination and Sex-Based Harassment
4219.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4219.12-E(1) Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4244 Complaints
4244 Complaints
4261.8 Family Care And Medical Leave
4312.9 Employee Notifications
4312.9-E(1) Employee Notifications
4313.4 Temporary Modified/Light-Duty Assignment
4319.11 Sex Discrimination and Sex-Based Harassment
4319.11 Sex Discrimination and Sex-Based Harassment

4319.12 Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4319.12-E(1) Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures
4344 Complaints
4344 Complaints
4361.8 Family Care And Medical Leave

Policy 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: 11/01/2001 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

CSBA NOTE: he following mandated policy and accompanying administrative regulation reflect the requirements of Education Code 49073 and the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g), which require districts to adopt a policy identifying those categories of student records considered to be "directory information" and that may generally be released, unless a student's parent/guardian notifies the district of a refusal.

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with law, Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on a determination of the best interests of district students. (Education Code 49073)

CSBA NOTE: Pursuant to Education Code 49073.2, the district is prohibited from including in the Governing Board's meeting minutes a student's directory information, when the student or parent/guardian requests that such information be excluded. For further information about the Board's minutes, see BB 9324 - Minutes and Recordings.

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 - Minutes and Recordings.

CSBA NOTE: The options below are for use only by districts maintaining grades 9-12.

10 USC 503 and 20 USC 7908 require districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide the names, addresses, email addresses, and telephone numbers of secondary school students to military recruiters upon request, except when the parent/guardian, or student, if 18 years of age or older, requests that the information not be released. Districts that do not grant military recruiters access to such student directory information may lose those funds, and may be subject to the interventions specified in 10 USC 503. Additionally, Education Code 49073.5 declares the intent of the Legislature that a district, including a district that does not receive ESEA funds, not purposefully exclude military recruiters from access to student directory information when adopting the required release of student directory information policy. See "Notification to Parents/Guardians" and "Parent/Guardian Consent" in the accompanying administrative regulation.

Colleges and prospective employers, including military recruiters, shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, or the student, if the student is 18 years of age or older, has specified that the information not be released. (10 USC 503, 20 USC 7908)

CSBA NOTE: It is recommended that districts carefully consider whether to place items containing student directory information, such as home addresses, email addresses, or telephone numbers, on the district's website since release of such information may put students and the district at risk and may also be a violation of Education Code 49073 as specified below.

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

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 234.7	Student protections relating to immigration and citizenship status
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49061	Definitions; directory information

State	Description
Ed. Code 49063	Notification of parents of their rights
Ed. Code 49073	Release of directory information
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49073.5	Directory information; military representatives; telephone numbers
Ed. Code 49603	On campus access to employers and military services

Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 7908	Armed forces recruiter access to students and student recruiting information
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions

Management Resources	Description
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, December 2024
U.S. Department of Education Publication	Model Notice for Directory Information, March 2011
U.S. Department of Education Publication	Dear Colleague Letter Regarding Military Recruiter Provisions of ESEA, November 2016
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	U.S. Department of Education, Office of the Chief Privacy Officer

Cross References	Description
1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1260	Educational Foundation
1340	Access To District Records
1340	Access To District Records
3515	Campus Security
3515	Campus Security
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4119.23	Unauthorized Release Of Confidential/Privileged Information

Cross References	Description
4135	Soliciting And Selling
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4235	Soliciting And Selling
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4335	Soliciting And Selling
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5131.1	Bus Conduct
5131.1	Bus Conduct
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6164.2	Guidance/Counseling Services
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
9324	Minutes And Recordings

Students

Board Policy No. 5125.1

Policy Adopted: September 2025~~June 17, 2008~~

RELEASE OF DIRECTORY INFORMATION

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board Policy and Administrative Regulation.

The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific directory information to any public or private nonprofit organization based on a ~~his/her~~ determination of the best interest of district ~~the~~ students. (Education Code 49073)

A student's directory information shall only be included in the minutes of the Board's meeting in accordance with Board Bylaw 9324 - Minutes and Recordings.

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with law, Board policy, and administrative regulation.

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 234.7 Student protections relating to immigration and citizenship status

Ed. Code 48985 Notices to parents in language other than English

Ed. Code 49061 Definitions; directory information

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Ed. Code 49063 Notification of parents of their rights

Ed. Code 49073 Release of directory information

Ed. Code 49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting

Ed. Code 49073.5 Directory information; military representatives; telephone numbers

Ed. Code 49603 On campus access to employers and military services

State Description

Federal Description

10 USC 503 Military recruiter access to directory information

20 USC 1232g Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908 Armed forces recruiter access to students and student recruiting information

34 CFR 99.1-99.67 Family Educational Rights and Privacy

42 USC 11434a McKinney-Vento Homeless Assistance Act; definitions

Management Resources Description

CA Office of the Attorney General Publication

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, December 2024

U.S. Department of Education Publication Model Notice for Directory Information, March 2011

U.S. Department of Education Publication Dear Colleague Letter Regarding Military Recruiter Provisions of ESEA, November 2016

Website CSBA District and County Office of Education Legal Services

Website California Attorney General's Office

Website U.S. Department of Education, Office of the Chief Privacy Officer

Cross References Description

1100 Communication With The Public

1113 District And School Websites

1113 District And School Websites

1113-E(1) District And School Websites

1114 District-Sponsored Social Media

1114 District-Sponsored Social Media

1260 Educational Foundation

1340 Access To District Records

1340 Access To District Records

3515 Campus Security

3515 Campus Security

3580 District Records

3580 District Records

4040 Employee Use Of Technology

4040-E(1) Employee Use Of Technology

4119.23 Unauthorized Release Of Confidential/Privileged Information

2

4135 Soliciting And Selling

4219.21 Professional Standards

4219.21-E(1) Professional Standards

4219.23 Unauthorized Release Of Confidential/Privileged Information

4235 Soliciting And Selling

4319.21 Professional Standards

4319.21-E(1) Professional Standards

4319.23 Unauthorized Release Of Confidential/Privileged Information

4335 Soliciting And Selling

5020 Parent Rights And Responsibilities

5020 Parent Rights And Responsibilities

5022 Student And Family Privacy Rights

5022 Student And Family Privacy Rights

5125 Student Records

5125 Student Records

5131.1 Bus Conduct

5131.1 Bus Conduct

5145.12 Search And Seizure

5145.12 Search And Seizure

5145.13 Response To Immigration Enforcement

5145.13 Response To Immigration Enforcement

5145.3 Nondiscrimination/Harassment

5145.3 Nondiscrimination/Harassment

5145.6 Parent/Guardian Notifications

5145.6-E(1) Parent/Guardian Notifications

6164.2 Guidance/Counseling Services

6173 Education For Homeless Children

6173 Education For Homeless Children

6173-E(1) Education For Homeless Children

6173-E(2) Education For Homeless Children

9324 Minutes And Recordings

~~*Legal Reference:*~~

~~*EDUCATION CODE*~~

~~*49061 Definitions*~~

~~*49063 Notification of parents of their rights*~~

~~*49073 Release of directory information*~~

~~*49073.5 Directory information; military representatives; telephone numbers*~~

~~*49603 Public high schools; military recruiting*~~

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** 12/01/2024 | **Last Reviewed Date:** 12/01/2024

CSBA NOTE: Education Code 51744-51749.6 authorize districts to establish independent study programs to meet the educational needs of students.

Education Code 51747 and 51749.5 mandate the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The mandated components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744 encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5, and 51749.6.

In the event of a school closure necessitated by an emergency condition specified in Education Code 46392, Education Code 46393, as amended by SB 153 (Ch. 38, Statutes of 2024) and AB 176 (Ch. 998, Statutes of 2024), requires districts submitting affidavits regarding emergency events occurring after September 1, 2021, but before July 1, 2026, to certify that the district has a plan for offering independent study to impacted students within 10 instructional days. For events occurring on or after July 1, 2026, Education Code 46393, as amended by SB 153 and AB 176, requires districts to certify that the district's comprehensive safety plan includes an instructional continuity plan, and that the district offered student engagement and instruction consistent with the instructional continuity plan or certify that it did not do so due to extenuating circumstances.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

CSBA NOTE: Pursuant to Education Code 58500-58512, independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation, and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, a charter school, an alternative school or program of choice, and/or an online course.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, as amended by SB 153, when computing average daily

attendance for apportionment purposes, students participating in independent study may only be credited with one day of attendance for each calendar day.

An independent study student shall not be credited with more than one day of attendance per calendar day. (Education Code 46300)

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 348 (Ch. 600, Statutes of 2023), a district is required to make available at no cost, a nutritionally adequate breakfast and lunch to any district student who requests a meal, including an independent study student who is scheduled for educational activities, as defined in Education Code 49010, lasting for two or more hours at a school site, resource center, meeting space, or other satellite facility, regardless of the student's eligibility for a free or reduced-price meal. For more information regarding school meals, see BP/AR 3550 - Food Service/Child Nutrition Program.

A nutritionally adequate breakfast and lunch shall be made available at no cost to any independent study student scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility, who requests a meal. (Education Code 49501.5)

General Independent Study Requirements

The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. The California Department of Education, on its "Frequently Asked Questions"' and "Independent Study" webpages, clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

CSBA NOTE: Education Code 51747 mandates the Board, to adopt policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will give rise to an evaluation.

The number of missed assignments that will give rise to an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3. Learning of required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. Education Code 51747, as amended by SB 153, makes this requirement applicable only when students are participating in an independent study program for 16 school days, or more, in a school year. Pursuant to Education Code 51747, this requirement is not applicable to students enrolled in a comprehensive school for classroom-based instruction who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5, the district may claim apportionment credit for independent study only to the extent of the time value of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Pursuant to Education Code 51747.5, as amended by SB 153, work products may include the daily time value spent by a student engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether student work products are produced, if the computer program documents student participation. Education Code 51747.5, as amended by AB 176, clarifies that the district is required to maintain documentation of hours or fraction of an hour for both student work products and the time that the student engaged in asynchronous instruction. Evidence of student participation may include, but is not limited to, student work produced or performed, or documentation that the student participated in an instructional period either visually or verbally, as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. See "Records", below.

The Superintendent or designee shall ensure that all students participating in independent study for 16 school days or more in a school year receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten (TK)-3, opportunities for daily synchronous instruction

2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in Items #1-3 below. Education Code 51747, as amended by SB 153, makes this requirement applicable only when students are participating in an independent study program for 16 school days, or more, in a school year. Pursuant to Education Code 51747, this requirement is also not applicable to students who participate in independent study due to necessary medical

treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 16 school days or more in a school year who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span

3. In violation of their written agreement

CSBA NOTE: Education Code 51747 requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including but not limited to the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student

2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. Education Code 51747, as amended by SB 153, makes this requirement applicable only when students are participating in an independent study program for 16 school days, or more, in a school year. Pursuant to Education Code 51747, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for 16 school days or more in a school year, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days. (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747, the live interaction and/ or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747 mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement may be valid for longer than one school year.

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be

maintained for each student participating in course-based independent study.

See "Master Agreement" and "Learning Agreement for Course-Based Independent Study" below for required content of these agreements.

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to making a decision about enrollment or disenrollment in independent study. The term "student-parent-educator conference" is defined in Education Code 51745.5 and reflected in the accompanying administrative regulation.

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in "Master Agreement," below, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district is required to adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Pursuant to Education Code 46300, as amended by SB 153, districts may claim independent study average daily attendance for any length of duration. As such, a written agreement is required for independent study of any length of duration.

Pursuant to Education Code 51747, as amended by SB 153, the district is required to obtain a signed written agreement for an independent study program of more than 15 school days before the beginning of independent study, and for an independent study program of 15 school days or fewer, during the school year in which the independent study program takes place. Education Code 51747, as amended by SB 153, clarifies that for independent study programs of 15 school days or fewer the agreement may be signed at any time during the school year, but includes legislative intent that parents/guardians be provided the written agreement at or before the beginning of the school year. However, Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. As Education Code 46300.7 and 51747 are inconsistent regarding when written agreements need to be signed for programs of 15 school days or fewer, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study. (Education Code 46300, 51747)

For student participation lasting 16 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of 15 school days or fewer, a signed written agreement may be obtained at any time during the school year in which the independent study program takes place. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student is required to complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747 also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will give rise to an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports

8. A statement that independent study is an optional educational alternative and no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below.

Additionally, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of independent study, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51747)

CSBA NOTE: Pursuant to Family Code 6550-6552, a person who is 18 years of age or older who completes and signs a caregiver's authorization affidavit declaring that a minor lives at the person's home is authorized as a caregiver to enroll the minor child in school and consent to school-related medical care on behalf of the minor.

For purposes of the above paragraph, caregiver means a person who has met the requirements of Family Code 6550-6552.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code

51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6

2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards

   For high schools, this shall include access to all courses offered by the district for graduation and approved by UC or CSU as creditable under the A-G admissions criteria.

   The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. Additionally, the certification shall include plans to provide opportunities throughout the school year for all students in TK-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program as indicated by the student's performance on applicable student-level measures of student achievement and engagement set forth in Education Code 52060; completion of assignments, assessments, or other indicators that evidence that the student is working on assignments; learning of required concepts, as determined by the supervising teacher; and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher

   If satisfactory educational progress in one or more independent study courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program.

   Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student; a plan for outreach from the school to determine student needs, including connection with health and social services as necessary; and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district

Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8. A student shall not be required to enroll in courses included in the course-based independent study program

9. The student-teacher ratio in the courses in this program shall be in accordance with Education Code 51745.6

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208

11. Courses required for high school graduation or for admission to UC or CSU shall not be offered exclusively through independent study

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course

    CSBA NOTE: Pursuant to Education Code 51749.5, a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation.

14. A student with disabilities, as defined in Education Code 56026, may participate in course-based independent study if the student's individualized education program specifically provides for that participation

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian, with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to Item #3 of "Course-Based Independent Study" above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years

4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health

supports

7. A statement that enrollment is an optional educational alternative and no student may be required to participate

   In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

CSBA NOTE: Pursuant to Education Code 51749.6, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. If the independent study program is projected to last for more than 15 school days, the learning agreement shall be signed before the commencement of the program. For an independent study program that is projected to last for 15 or fewer school days, the learning agreement shall be signed at any time during the school year in which the independent study program is to take place. (Education Code 51749.6)

For purposes of the above paragraph, caregiver means a person who has met the requirements of Family Code 6550-6552.

Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

CSBA NOTE: Education Code 51747 and 51749.5 require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law related to independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

   CSBA NOTE: Education Code 51747.5, as amended by AB 176, clarifies that the district is required to maintain documentation of hours or fraction of an hour for both student work products and the time that the student engaged in asynchronous instruction. As a result, districts will need to document hours or fractions of an hour of work product time before converting to days of attendance.

   Additionally, the district shall maintain documentation of hours or fraction of an hour for student work products and the time that students engaged in asynchronous instruction. (Education Code 54747.5)

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5

6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

CSBA NOTE: Education Code 51747 and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in

independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement, as needed.

6158 BP - Independent Study/Short-term

Instruction
Board Policy No. 6158
Policy Revised: February 29, 2024

INDEPENDENT STUDY/SHORT-TERM

MVWSD offers short-term independent study for students who are absent from school because of their health or other personal circumstances that make classroom attendance difficult. The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting on a short-term basis. (Education Code 51747; 5 CCR 11701)
~~Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part or full-time classroom study.~~

~~The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)~~

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Short-term i~~I~~ndependent study for each student shall be under the general

supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any short-term independent study option shall be three consecutive school days. (Education Code 46300)

The maximum period of time for any short-term independent study option shall be 14 school days for the school year.

A short-term independent study student shall not be credited with more than one day of attendance per calendar day. (Education Code 46300)

General Short-Term **Independent Study Requirements**

The Superintendent or designee may offer and approve short-term independent study for an individual student upon determining that the student is prepared to meet the district's requirements for participation and is likely to succeed as well as ~~or better than~~ the student would in the regular classroom setting.

Because ~~excessive leniency in the duration of~~ independent study assignments may result in a student falling behind peers ~~and increase the risk of dropping out of school,~~, short-term independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary, based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date specified in the student's written agreement.

The Superintendent or designee shall ensure that students participating in short-term independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

The Superintendent or designee shall ensure that a written agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in "Independent Study Agreement," the district may conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in short-term independent study. (Education Code 51747)

Short-Term Independent Study Contract

A written agreement shall be developed and implemented for each student participating in short-term independent study. (Education Code 46300, 51747)

For student participation of 14 school days or fewer, a signed written agreement may be obtained at any time during the school year in which the short-term independent study program takes place. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The short-term independent study agreement for each participating student also shall include, but is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The manner, time, frequency, and place for submitting the student's assignments

2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources that will be made available to the student, including materials and devices adequate to complete assigned work

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the level of satisfactory educational progress

5. The duration of the short-term independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement

6. A statement of attendance credit to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports

8. A statement that short-term independent study is an educational alternative and no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that short term independent study may be provided only if the student is offered the alternative of classroom instruction

All learning agreements shall be signed by the student, the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee responsible for the general supervision of short-term independent study, and as applicable for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. The learning agreement shall be signed at any time during the school year in which the short-term independent study program is to take place. (Education Code 51747)

For purposes of the above paragraph, caregiver means a person who has met the requirements of Family Code 6550-6552.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to participate in short-term independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference may be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to or after a short term independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to short-term independent study

2. A listing of the students, by grade level, program, and school, who have participated in short-term independent study, along with the units of the curriculum attempted and completed by students in grades K-8

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the short-term independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300

Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead,

they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Emergency conditions and apportionments
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances

Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49010	Educational activity; definition
Ed. Code 49011	Student fees; definition
Ed. Code 49501.5	School Meals
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51744-51749.6	Independent study
Ed. Code 52060	Local control and accountability plan
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs; definition
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal	Description
20 USC 6311	State plan

Management Resources	Description
California Department of Education Publication	
California Department of Education Publication	
California Department of Education Publication	
California Department of Education Publication	

Legal Requirements for Independent Study Conducting Individualized

Determinations of Need

California Digital Learning Integration and Standards Guidance, May 2021

Elements of Exemplary Independent Study

Court Decision Modesto City Schools v. Education Audits Appeal Panel (2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel Publication

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

Website CSBA District and County Office of Education Legal Services

Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization

0420.4	Charter School Authorization
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy

5113.1	Chronic Absence And Truancy
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day

6112	School Day
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Bylaw 9011: Disclosure Of Confidential/Privileged Information

Status: ADOPTED

Original Adopted Date: 03/01/1988 | **Last Revised Date:** 06/01/2025 | **Last Reviewed Date:** 06/01/2025

CSBA NOTE: This Bylaw addresses the disclosure of confidential information by a Governing Board member. See Board Policy 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information for disclosure of confidential information by an employee.

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties.

CSBA NOTE: Government Code 54963 specifies that a person may not disclose confidential information acquired during the person's presence in a closed session. In addition, the California Attorney General has opined in 80 Ops.Cal.Atty.Gen. 231 (1997) that an individual Board member may not publicly disclose information that has been received and discussed in closed session concerning pending litigation unless the information is authorized by law to be disclosed. Therefore, it is recommended that the Board consult CSBA's District and County Office of Education Legal Services or district legal counsel before disclosing any confidential information acquired during a closed session. For more information regarding the reporting of information discussed in closed session, see BB 9321.1 - Closed Session Actions and Reports.

A Board member shall not disclose confidential information to any person, except as authorized by law, this Bylaw or other Board bylaws or policies, or the Board.

CSBA NOTE: Pursuant to Government Code 54963, a Board member may not disclose confidential information that has been acquired by being present in a closed session unless the Board authorizes disclosure of that confidential information. Given that Board members often receive confidential information in anticipation of a closed session or as a follow-up to a closed session, the following definition of "confidential information" extends this prohibition accordingly.

Confidential information means any information that is prohibited from disclosure by law, this Bylaw or other Board bylaws or policies, or by the Board at the time disclosed and is not a public record subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, any of the following:

1. Information acquired by being present in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963)

2. Information acquired in anticipation of a closed session, or as follow-up to a closed session, that is specifically related to the basis for the Board to meet lawfully in closed session

3. Information contained in communications provided to Board members from the district's attorney

4. Information deemed confidential by the Board

Confidential information does not include information that is already publicly disclosed, provided that the initial disclosure did not violate law, this Bylaw, or other Board bylaws or policies.

CSBA NOTE: Pursuant to Government Code 1098, it is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain, such as for monetary or financial gain, any confidential information acquired in the course of the Board member's official duties.

It is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain any information acquired in the course of the Board member's official duties where all of the following conditions are met: (Government Code 1098)

1. The information is not a public record subject to disclosure under the CPRA

2. The information is prohibited from disclosure by law, this Bylaw, or other Board bylaws or policies

3. The information will have, or could reasonably be expected to have, a material financial effect on the Board member if used or disclosed

CSBA NOTE: Government Code 54963 provides examples of remedies that may be pursued for improperly disclosing information acquired during closed session and prohibits the Board from taking any such adverse action against a Board member for disclosing such information in certain circumstances. Given that this Bylaw defines confidential information more broadly than just information obtained in closed session, the following paragraphs

apply to the broader definition of confidential information as defined above and should be modified to reflect district practice.

If a Board member threatens to disclose or does disclose confidential information, the Board may pursue or enact one or more of the following actions as it deems appropriate: (Government Code 54963)

1. Injunctive relief to prevent disclosure
2. Referral to the grand jury
3. Censure or other disciplinary action, provided the Board member has received training or been informed of the requirements of this Bylaw

However, the Board shall not take any action against a Board member for disclosing confidential information, nor shall the disclosure be considered a violation of this Bylaw, when the Board member does any of the following: (Government Code 1098, 54963)

1. Makes a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session
2. Expresses an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action
3. Discloses information to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities in accordance with law

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Policy Reference Disclaimer: These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the 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 35010	Control of district; prescription and enforcement of rules
Ed. Code 35146	Closed sessions regarding suspensions
Evid. Code 1040	Privilege for official information
Gov. Code 1098	Disclosure of confidential information
Gov. Code 3549.1	Meeting and negotiating in public educational employment
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54956.8	Open meeting laws
Gov. Code 54956.9	Closed meeting for pending litigation
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54957.1	Subsequent public report and rollcall vote; employee matters in closed session
Gov. Code 54957.5	Public records
Gov. Code 54957.6	Closed session; representatives with employee organization
Gov. Code 54957.7	Reasons for closed session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 7920.000-7930.170	California Public Records Act

Management Resources	Description
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 231 (1997)
CSBA Publication	Professional Governance Standards
Website	CSBA District and County Office of Education Legal Services

Management Resources	Description
Website	CSBA

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
2120	Superintendent Recruitment And Selection
2121	Superintendent's Contract
3580	District Records
3580	District Records
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4319.23	Unauthorized Release Of Confidential/Privileged Information

Cross References	Description
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
5125	Student Records
5125	Student Records
9000	Role Of The Board
9005	Governance Standards
9010	Public Statements
9200	Limits Of Board Member Authority
9230	Orientation
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

9011 BB - Disclosure of Confidential Privileged Information

Bylaws of the Board

Board Bylaw No. 9011

Bylaw approved: September 2025~~May 15, 2003~~

DISCLOSURE OF CONFIDENTIAL/Privileged INFORMATION

The Governing Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

~~*(cf. 9000 - Role of the Board)*~~

~~*(cf. 9005 - Governance Standards)*~~

~~*(cf. 9010 - Public Statements)*~~

~~**Disclosure of Closed Session Information**~~

A Board member shall not disclose confidential information to any person, except as authorized by law, this Bylaw or other Board bylaws or policies, or the Board. ~~acquired during a closed session to a person not entitled to receive such information, unless a~~

~~majority of the Board has authorized its disclosure. (Government Code 54963)~~

Confidential information means any information that is prohibited from disclosure by law, this Bylaw or other Board bylaws or policies, or by the Board at the time disclosed and is not a public record subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, any of the following:

1. Information acquired by being present in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963)

2. Information acquired in anticipation of a closed session, or as follow-up to a closed session, that is specifically related to the basis for the Board to meet lawfully in closed session

3. Information contained in communications provided to Board members from the district's attorney

4. Information deemed confidential by the Board

Confidential information does not include information that is already publicly disclosed, provided that the initial disclosure did not violate law, this Bylaw, or other Board bylaws or policies.~~Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)~~

~~(cf. 9321 - Closed Session Purposes and Agendas)~~

~~(cf. 9321.1 - Closed Session Actions and Reports)~~

It is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain any information acquired in the course of the Board member's official duties where all of the following conditions are met: (Government Code 1098)

1. The information is not a public record subject to disclosure under the CPRA

2. The information is prohibited from disclosure by law, this Bylaw, or other Board bylaws or policies

3. The information will have, or could reasonably be expected to have, a material financial effect on the Board member if used or disclosed

If a Board member threatens to disclose or does disclose confidential information, the Board may pursue or enact one or more of the following actions as it deems appropriate: (Government Code 54963)

1. Injunctive relief to prevent disclosure

2. Referral to the grand jury

3. Censure or other disciplinary action, provided the Board member has received training or been informed of the requirements of this Bylaw

However, t~~T~~he Board shall not take any action against a Board member ~~any person~~ for disclosing confidential information, nor shall the disclosure be considered a violation of this Bylaw~~the law or Board policy~~, when the Board member does any of the following: (Government Code 1098, 54963)~~ the person is: (Government Code 54963)~~

1. Makes~~Making~~ a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish

the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Expresses~~Expressing~~ an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Discloses information to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities in accordance with law~~Disclosing information that is not confidential~~

~~**Other Disclosures**~~

~~A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)~~

~~*(cf. 5125 - Student Records)*~~

~~Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)~~

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 35010 Control of district; prescription and enforcement of rules

Ed. Code 35146 Closed sessions regarding suspensions

Evid. Code 1040 Privilege for official information

Gov. Code 1098 Disclosure of confidential information

Gov. Code 3549.1 Meeting and negotiating in public educational employment

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

Gov. Code 54956.8 Open meeting laws

Gov. Code 54956.9 Closed meeting for pending litigation

Gov. Code 54957 Complaints against employees; right to open session

Gov. Code 54957.1

Subsequent public report and rollcall vote; employee matters in closed

session

Gov. Code 54957.5 Public records

Gov. Code 54957.6 Closed session; representatives with employee organization

Gov. Code 54957.7 Reasons for closed session

Gov. Code 54963 Unauthorized disclosure of confidential information

Gov. Code 7920.000-7930.170 California Public Records Act

Management Resources Description

Attorney General Opinion 80 Ops.Cal.Atty.Gen. 231 (1997)

CSBA Publication Professional Governance Standards

Website CSBA District and County Office of Education Legal Services

Website CSBA

Management Resources Description

Cross References Description

0450 Comprehensive Safety Plan

0450 Comprehensive Safety Plan

1100 Communication With The Public

1312.3 Uniform Complaint Procedures

1312.3 Uniform Complaint Procedures

1312.3-E(1) Uniform Complaint Procedures

1312.3-E(2) Uniform Complaint Procedures

1340 Access To District Records

1340 Access To District Records

2120 Superintendent Recruitment And Selection

2121 Superintendent's Contract

3580 District Records

3580 District Records

4112.5 Criminal Record Check

4112.5-E(1) Criminal Record Check

4112.6 Personnel Files

4119.23 Unauthorized Release Of Confidential/Privileged Information

4119.42 Exposure Control Plan For Bloodborne Pathogens

4119.42 Exposure Control Plan For Bloodborne Pathogens

4119.42-E(1) Exposure Control Plan For Bloodborne Pathogens

4143 Negotiations/Consultation

4143.1 Public Notice - Personnel Negotiations

4143.1 Public Notice - Personnel Negotiations

4212.5 Criminal Record Check

4212.5-E(1) Criminal Record Check

4212.6 Personnel Files

4219.23 Unauthorized Release Of Confidential/Privileged Information

4219.42 Exposure Control Plan For Bloodborne Pathogens

4219.42 Exposure Control Plan For Bloodborne Pathogens

4219.42-E(1) Exposure Control Plan For Bloodborne Pathogens

4243 Negotiations/Consultation

4243.1 Public Notice - Personnel Negotiations

4243.1 Public Notice - Personnel Negotiations

4312.5 Criminal Record Check

4312.5-E(1) Criminal Record Check

4312.6 Personnel Files

4319.23 Unauthorized Release Of Confidential/Privileged Information

4319.42 Exposure Control Plan For Bloodborne Pathogens

4319.42 Exposure Control Plan For Bloodborne Pathogens

4319.42-E(1) Exposure Control Plan For Bloodborne Pathogens

5125 Student Records

5125 Student Records

9000 Role Of The Board

9005 Governance Standards

9010 Public Statements

9200 Limits Of Board Member Authority

9230 Orientation

9321 Closed Session

9321-E(1) Closed Session

9321-E(2) Closed Session

~~Legal Reference:~~

~~EDUCATION CODE↵~~

~~35010 Power of governing board to adopt rules for its own governance 35146 Closed session↵~~

~~EVIDENCE CODE↵~~

~~1040 Privilege for official information↵~~

GOVERNMENT CODE

1098 Public officials and employees re confidential information

3549.1 Meeting and negotiating in public educational employment

6250-6270 Inspection of public records

54950-54963 Brown Act, especially:

54956.8 Open meeting laws

54956.9 Closed meeting for pending litigation

54957 Closed session; "employee" defined; exclusion of witnesses 54957.1 Subsequent public report and rollcall vote; employee matters in closed session

54957.5 Public records

54957.6 Closed session; representatives with employee organization 54957.7 Reasons for closed session

54963 Confidential information in closed session

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Governance Calendar

Estimated Time:

Person Responsible:

Background:
2025-2026

Fiscal Implication:

Recommended Action:

Mountain View Whisman School District

Agenda Item for Board Meeting of 9/4/2025

Agenda Category: FUTURE BOARD MEETING DATES

Agenda Item Title: Future Board Meeting Dates

Estimated Time:

Person Responsible:

Background:
September 18, 2025
October 2, 2025
October 16, 2025

Fiscal Implication:

Recommended Action: