# Mountain View Whisman School District

*750-A San Pierre Way / Mountain View,CA 94043 / 650-526-3500 x 1023*

## Meeting of the Board of Trustees

**February 2, 2017**
**6:00 PM**

## Strategic Plan Goal Areas

***Student Achievement:***
Every student will be prepared for high school and 21st century citizenship.

***Achievement Gap:***
Achievement gaps will be eliminated for all student groups in all areas.

***Inclusive and Supportive Culture:***
Every student, staff, family, and community member will feel valued and supported while working, learning and partnering with MVWSD.

***Resource Stewardship:***
Students, staff, and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc,. in a fiscally responsible manner to fulfill the mission of MVWSD.

***Human Capital:***
MVWSD will invest in teachers, leaders, and staff to ensure we are the place talented educators choose to work.

# Mountain View Whisman School District

***Education for the World Ahead***

**Board of Trustees - Regular Meeting**

750-A San Pierre Way, Mountain View, CA
February 2, 2017
6:00 PM

(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. Roll Call

B. Approval of Agenda

**II. REVIEW AND DISCUSSION**

A. Discussion on German International School of Silicon Valley Lease (45 minutes)

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

**IV. CLOSED SESSION**

A. Potential Litigation

1. Conference with Legal Counsel - Anticipated Litigation

B. Negotiations

1. Conference with Real Property Negotiators

C. Public Employee Discipline/Dismissal/Release

**V. RECONVENE OPEN SESSION (7:15 p.m)**

A. Pledge

B. Closed Session Report

**VI. CONSENT AGENDA**

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

A. Personnel Report

1. Personnel Report to the Board

B. Minutes

1. Minutes for January 19, 2017

C. Contracts

1. Contract(s) for Ratification or Review

D. Approval to Issue a Request for Qualifications (RFQ) for Contractors for the Monta Loma Elementary School Multi-Use Building Expansion, Modernization and Site Work Project as a Lease-Lease back

E. Approval of Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Stevenson Elementary School

F. California Environmental Quality Act (CEQA) Proposal for Slater Elementary School New School Construction

G. Construction Contract Award for the Castro/Mistral Elementary Schools Phase 2 – New Construction Project

H. Approval of Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Bubb Elementary School, Huff Elementary School, and Landels Elementary School

I. Crittenden Middle School Library/ Classroom Building and Auditorium Project (Phase 2 & 3 Increment 2) - BHM Construction Change Order #4

J. Graham Middle School Auditorium Project (Phase 3 Increment 2) - BHM Construction Change Order #4

## VII. SCHOOL SHOWCASE

## VIII. COMMUNICATIONS

A. Employee Organizations

B. District Committees

C. Superintendent

## IX. COMMUNITY COMMENTS

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

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

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

**Notes on Community Comments on Agendized Items**
The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time

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

## X. REVIEW AND ACTION

A. Resolution 1634.2/17, Resolution Affirming Mountain View Whisman School District's Support of Its Students and Families Regarding Immigration Enforcement and Actions At Schools (20 minutes)

## XI. REVIEW AND DISCUSSION (continued)

A. Slater Elementary School Conceptual Drawings Presentation (20 minutes)

B. Strategic Plan Progress Toward Goals and LCAP Process (30 minutes)

## XII. BOARD UPDATES

## XIII. ITEMS FOR FUTURE AGENDAS

## XIV. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

## XV. ADJOURNMENT

---

**NOTICES FOR AUDIENCE MEMBERS**

1. **RECORDING OF MEETINGS:**
The open session will be video recorded and live streamed on the District's website (www.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 750-A San Pierre Way 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 750-A San Pierre Way durante las horas de oficinas regulares.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** REVIEW AND DISCUSSION

**Agenda Item Title:** Discussion on German International School of Silicon Valley Lease (45 minutes)

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**
The Board will have the opportunity to hear from members of the German International School of Silicon Valley and discuss the lease with the German International School of Silicon Valley.

**Fiscal Implication:**
To be determined.

**Recommended Action:**
No action required.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Potential Litigation

**Agenda Item Title:** Conference with Legal Counsel - Anticipated Litigation

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**

**Fiscal Implication:**
Significant exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: one case

**Recommended Action:**

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Negotiations

**Agenda Item Title:** Conference with Real Property Negotiators

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**
Government Code Section 54956.8
Property: 310 Easy Street, Mountain View, CA
Agency Negotiators: Dr. Ayindé Rudolph, Dr. Robbert Clark
Negotiating parties: German International School of Silicon Valley
Under negotiation: price and terms

**Fiscal Implication:**

**Recommended Action:**

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Personnel Report

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

**Estimated Time:**

**Person Responsible:** Karen Robinson, Assistant Superintendent

---

**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Personnel Report to the Board | Cover Memo | 1/24/2017 |

Personnel Report to the Board
2016-2017

| First Name | Last Name | Position | Status | Site | FTE | Action | Details of Action | From | To | Admin. Rec. | Effective Date of Action | Date of Board Meeting |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Teresa | Diaz | Clerical Assistant III | | Stevenson Elementary | | Leave of Absence | Pregnancy Related Leave of Absence | 1/4/2017 | 3/15/2016 | Approve | 1/4/2017 | 1/19/2017 |
| Anne | Hanneman | Teacher | | District Office | | Leave of Absence | Medical Leave of Absence | 1/3/2017 | 2/28/2017 | Approve | 1/3/2017 | 1/19/2017 |
| Justine | Hunter | Teacher | | Stevenson Elementary | | Leave of Absence | Medical Leave of Absence | 1/3/2017 | 1/11/2017 | Approve | 1/3/2017 | 1/19/2017 |
| Stephen | Hyde | Teacher | | Graham Middle School | | Leave of Absence | Medical Leave of Absence | 1/3/2017 | 1/20/2017 | Approve | 1/3/2017 | 1/19/2017 |
| Alicia | McNally | Teacher | | Bubb | | Leave of Absence | Medical Leave of Absence | 12/9/2016 | 2/1/2017 | Approve | 12/9/2016 | 1/19/2017 |
| Teresa | Revollo de Torrico | Sp Ed Instructional Assistant | | Theuerkauf Elementary | 0.7500 | New Hire | | | | | 1/4/2017 | 1/19/2017 |
| Mayra | Andrade Amador | Sp Ed Instructional Assistant | | Landels Elementary | 0.7500 | New Hire | | | | | 1/4/2017 | 1/19/2017 |
| Tykisha | Greer | Sp Ed Instructional Assistant | | Graham Middle School | 0.7500 | New Hire | | | | | 1/4/2017 | 1/19/2017 |
| Linda | Jacobs | Sp Ed Instructional Assistant | | Landels Elementary | 0.7500 | New Hire | | | | | 1/4/2017 | 1/19/2017 |
| Evelyn | Lopez | Clerical Assistant III (TEMP) | | Huff Elementary | 1.0000 | New Hire | | | | | 1/9/2017 | 1/19/2017 |
| Danitza | Arizmendi | Sp Ed Instructional Assistant | | Graham Middle School | | Resignation | | | | | 1/20/2017 | 1/19/2017 |
| Maria | Ramiso | Teacher | | Graham Middle School | | Resignation | | | | | 1/23/2017 | 2/2/2017 |
| Linda | White | Library Technician | | Monta Loma Elementary | | Retirement & Resignation | | | | | 4/30/2017 | 2/2/2017 |
| Judy | Levy | Teacher | | Landels Elementary | | Resignation | | | | | 6/6/2017 | |

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Minutes

**Agenda Item Title:** Minutes for January 19, 2017

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Minutes for January 19, 2017 | Backup Material | 1/30/2017 |

# Mountain View Whisman School District

*750-A San Pierre Way / Mountain View,CA 94043 / 650-526-3500 x 1023*

## Meeting of the Board of Trustees

**January 19, 2017**
**6:30 PM**

## Strategic Plan Goal Areas

***Student Achievement:***
Every student will be prepared for high school and 21st century citizenship.

***Achievement Gap:***
Achievement gaps will be eliminated for all student groups in all areas.

***Inclusive and Supportive Culture:***
Every student, staff, family, and community member will feel valued and supported while working, learning and partnering with MVWSD.

***Resource Stewardship:***
Students, staff, and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc,. in a fiscally responsible manner to fulfill the mission of MVWSD.

***Human Capital:***
MVWSD will invest in teachers, leaders, and staff to ensure we are the place talented educators choose to work.

# Mountain View Whisman School District

***Education for the World Ahead***

**Board of Trustees - Regular Meeting**

750-A San Pierre Way, Mountain View, CA and 3346 Carpenter St SE
Washington DC 20020
January 19, 2017
6:30 PM

(Live streaming available at www.mvwsd.org)

---

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

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

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

The meeting was called to order at 6:30 p.m.

A. Roll Call

Present: Blakely, Coladonato (via Google Hangout), Gutiérrez, Wheeler, Wilson
Absent:

B. Approval of Agenda

A motion was made by Greg Coladonato and seconded by Ellen Wheeler to to approve the agenda as presented.

Ayes: Blakely, Coladonato, Gutierrez, Wheeler, Wilson

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

The following members of the public addressed the Board:

- Joan MacDonald, regarding Trick or Treat for UNICEF and is pleased that art education is still available to students.
- Edgar Gomez, regarding sanctuary district
- MIchael Koops, regarding the German International School of Silicon Valley lease at the former Whisman School

## III. CLOSED SESSION

The meeting was adjourned to Closed Session at 6:38 p.m.

A. Public Employee Discipline/Dismissal/Release

B. Negotiations

1. Conference with Real Property Negotiators

## IV. RECONVENE OPEN SESSION (7:15 p.m.)

The meeting was reconvened at 7:23 p.m.

A. Pledge

The Pledge of Allegiance was led by students from Monta Loma Elementary School.

B. Closed Session Report

Mr. Gutiérrez reported that no action was taken in Closed Session.

## V. CONSENT AGENDA

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

A motion was made by Ellen Wheeler and seconded by Tamara Wilson to approve all items on the Consent Agenda. Mr Coladonato asked to pull items C, D, and F (to be considered after all action items are complete.).

Ayes: Blakely, Coladonato, Gutierrez, Wheeler, Wilson

A motion was made by Ellen Wheeler and seconded by Laura Blakely to approve Items C and D from the Consent Agenda.
Ayes: Blakely, Gutiérrez, Wheeler
No : Coladonato and Wilson

A motion was made by Ellen Wheeler and seconded by Laura Blakely to approve Item F.
Ayes: Blakey, Coladonato, Gutiérrez, Wheeler and Wilson

Mr. Coladonato left the meeting at 8:25 p.m.

A. Personnel Report

1. Personnel Report

B. Minutes

1. Minutes for January 5, 2017

C. Facility Joint Use Agreement Between MVWSD and Google, Inc. at Slater Elementary School

D. Facility Joint Use Agreement Between MVWSD and Google, Inc. at Theuerkauf Elementary School

E. Resolution No. 1631.1/17, Change of Date of School Holiday

F. Approval of Payroll Report and Accounts Payable Warrant List December 2016

G. Resolution 1628.1/17 Authorize the Filing of the District's Annual Federal Impact Aid Claim (Section 7003)

H. Quarterly Report on Williams Uniform Complaints

I. Rejection of All Bids for the Castro/Mistral Phase 1B – Site Demolition and Pad Preparation Project

J. Rejection of All Bids for the Crittenden Middle School Track and Field and Permanente Creek Trail Extension Project

K. Contract for CEQA Consultant for the Monta Loma Elementary School Multi-Use Room Expansion and Portable Classroom Building Projects

L. Contract for CEQA Consultant for Bubb Elementary School, Huff Elementary School, and Landels Elementary School Multi-Use Buildings and Classroom Modernizations Projects

M. Board Policy No. 4216, Classified Probationary/Permanent Status

N. Preschool Expansion 2017-18

## VI. SCHOOL SHOWCASE (20 minutes)

Staff from Monta Loma Elementary School shared highlights of one of many programs for students at the school.

## VII. COMMUNICATIONS

A. Employee Organizations

Vern Taylor, Vice President of the Mountain View Educators Association, stated that schools should be a safe place for students and encouraged the Board to consider designating the district as a Safe Haven.

B. District Committees

C. Superintendent

Dr. Rudolph thanked Monta Loma teachers for their work on a daily basis. Dr. Rudolph also announced that the February 4 SAATF meeting will be streamed on the website.

## 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.

No member of the community wished to address the Board.

## IX. REVIEW AND ACTION

A. Resolution 1632.1/17, Adoption of Procedures for Evaluating Qualifications of Lease-Leaseback Contractors (20 minutes)

A motion was made by Laura Blakely and seconded by Tamara Wilson to approve Resolution No. 1632.1/17, Adoption of Procedures for Evaluating Qualifications of Lease-Leaseback Contractors, as presented..

Ayes: Blakely, Coladonato, Gutierrez, Wheeler, Wilson

B. Public Hearing - Resolution 1630.1/17, Resolution of Conveyance for Easement at Crittenden Middle School Creekside Trail Project (10 minutes)

A motion was made by Tamara Wilson and seconded by Laura Blakely to to approve Resolution No. 1630.1/7, Resolution No. 1630.1/71, Resolution of Conveyance to Dedicate and Convey an Easement and Right-of-Way to the City of Mountain View for the Permanente Creek Trail Extension at Crittenden Middle School, as presented..

Ayes: Blakely, Coladonato, Gutierrez, Wheeler, Wilson

Mr. Gutierrez opened the Public Hearing at 8:05 p.m. As no member of the public wished to address the Board, the Public Hearing was immediately closed.

## X. REVIEW AND DISCUSSION

A. Governor's Proposed 2017-2018 State Budget (15 minutes)

The Board heard an update on the Governor's proposed budget.

B. Review of Results from Parcel Tax Feasibility Study (45 minutes)

The Board heard a report on the the parcel tax feasibility study and next steps.

The following member of the community addressed the Board:

- Matt Grunewald, regarding expressed appreciation of the data-driven approach to plan for a successful parcel tax measure
- Vicki Moore

## XI. BOARD UPDATES

Ms. Wheeler:

- Attended the monthly ELAC meeting at Graham Middle School and heard their excellent presentation describing what "GPA" entails.
- Attended a live webinar hosted by EdSource on how to move forward following the passage of Proposition 58, the bilingual education initiative.
- Attended a reception for outgoing Mountain View City Council Members Mike Kasperzak and John Inks.
- Attended a gathering for newly sworn in MV Mayor Ken Rosenberg.
- Attended the monthly meeting of Strong Start at the Santa Clara County Office of Education.
- Attended the bimonthly meeting of SVCAN, a coalition of early education advocates from Santa Clara and San Mateo Counties.
- Attended the monthly meeting of Challenge Team.
- Attended the informal monthly lunch of the Santa Clara County School Boards Assn.
- Attended the January Budget Workshop hosted by Capitol Advisors Group.
- Attended a Commonwealth Club forum featuring Federal Reserve Bank Chair Janet Yellen.
- Met 1:1 with Board President Jose Gutierrez.
- Met 1:1 with MVWSD Trustee Laura Blakely.
- Met 1:1 with MVLA Trustee Fiona Walter.
- Attended the "Toast to Greg Fowler" gathering as people from many walks of Greg's life of service to our communities met to honor him in death. RIP Greg Fowler.
- Attended the memorial service for Janet Austin, much loved and appreciated front office worker and volunteer at Bubb and Graham Schools. RIP Jan Austin.

Ms. Wilson:

- Attended the Slater School Design Community meeting
- Attended the SCCSBA School Linked Services Symposium at the Santa Clara County Board Room
- Volunteered for Science is Elementary at Huff
- Met with parents to get feedback on the Teach To One (TTO) program
- Attended the Huff PTA meeting
- Met with Dr. Rudolph

Ms. Blakely:

- No report at this time.

Mr. Coladonato:

- No report at this time.

Mr. Gutiérrez:

- No report at this time.

## XII. ITEMS FOR FUTURE AGENDAS

Dr. Rudolph noted the following upcoming items in addition to those listed under Future Board Meeting Dates below:

- Construction (tour of middle schools)
- Test scores (March)
- Boundaries (May)
- SIOP and SEAL (to be scheduled)
- Housing for teachers
- Sanctuary School District
- Community participation in pilot program

## XIII. FUTURE BOARD MEETING DATES

A. Future Board Meeting Dates

January 27, 28 and 29, 2017 - Board Retreat
February 2, 2017 - Action on potential parcel tax, policy updates
February 16, 2017 - Parcel Tax Committee annual report, approve Slater concept drawings
March 2, 2017 - Second Interim Report, task force updates
March 16, 2017 - policy updates

## XIV. ADJOURNMENT

The meeting was adjourned at 9:49 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 750-A San Pierre Way 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 750-A San Pierre Way durante las horas de oficinas regulares.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Contracts

**Agenda Item Title:** Contract(s) for Ratification or Review

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.
All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are $15,000 for construction contracts and $88,300 in 2017 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s):

Presented for review are the following contract(s):

1. American Modular Systems - Change Order #1 contract sum will be increased by $810.00 for sink addition to new Transportation Office portable.
2. Camp Imagineerz - Design thinking and engineering classes for Huff student's at no cost to MVWSD.
3. Camp Marco Polo - After school enrichment program: Excursion into the Past for Bubb student's at no cost to MVWSD.
4. Colonial Life Insurance - Section 125 Plan service provider.
5. Comcast Phone, LLC - Amendment #1 initial service agreement sum will increase $500.00 for 1000 Mbps ELP Service circuit.
6. Decision Insite, LLC - Consulting Services for assistance in district attendance boundary realignment $15,205.00
7. Mathy Gym USA - Provide qualified coding and math instruction for Castro student's $2900.00
8. Olimpico Learning - After school robotics class at Castro School $4,000.00
9. Peninsula Youth Theater - Drama enrichment classes for Huff student's at no cost to MVWSD.
10. Play Well Technologies - Lego engineering for Huff student's at no cost to MVWSD.
11. Society of Young Inklings - Creative writing enrichment classes for Huff student's at no cost to MVWSD

**Fiscal Implication:**
See Rationale for details.

**Recommended Action:**
The the Board of Trustees ratify or review the contracts as presented.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| American Modular Systems | Backup Material | 1/4/2017 |
| Colonial Life Insurance Company | Backup Material | 1/18/2017 |
| Comcast Phone, LLC | Backup Material | 1/4/2017 |
| Decision Insite. LLC | Backup Material | 1/5/2017 |
| Camp Marco Polo | Backup Material | 1/25/2017 |
| Olimplico Learning | Backup Material | 1/25/2017 |
| Society of Young Inklings | Backup Material | 1/25/2017 |
| Play Well Teknologies | Backup Material | 1/25/2017 |
| Peninsula Youth Theater | Backup Material | 1/25/2017 |
| Camp Imagineerz | Backup Material | 1/25/2017 |

American Modular Systems

To: American Modular Systems
787 Spreckels Ave.
Manteca, CA 95336
(209) 825-1921

**Change Order #:** 1
**Initiation Date:** 12/8/16

**AMS Project** 1328-16

**Customer:** Mountain View Whisman USD
**Site Address:** 1701 Rock St.
Mountain View, CA 94043

Change initiated by: _____

**AMS is directed to make the following changes in the contract:**

Add instahot at Kitchen Sink in new Transportation Office portable 810

OK TO increase P.O.
Mary Ann Dagger
12.27.16

The contract sum will be **increased** by this change order: $ **$810.00**

The contract time will be **unchanged** by: _____ days.

New project completion date: na

**American Modular Systems**

By: *Ericka Moreno Shoemaker*
Business Development Manager
Date: 12/8/16

**Owner or Owner Representative**

By: _____
Title CBO
Date: 29 Dec 2016

Note: All conditions and terms of the contract order will apply except as herein changed.

10/5/2016

**Mt. View Whisman School District**
Dr. Robert Clark
750 A San Peirre Way
Mountain View, CA 94043

Re: Letter of Understanding – **Mt. View Whisman School District**

Dear Dr. Robert Clark,

This will serve as a letter of understanding between you and Colonial Life & Accident Insurance Company ("Colonial Life") regarding the payment of certain fees related to the benefit administration services for **Mt. View Whisman School District.**

Colonial Life has agreed to pay the account's per participant per month fees ("PPPM fee") charged for the flexible benefit administration services for benefit eligible participant employees based on a per participant per month basis, for 12 months, as set forth in this letter of understanding. The payment of the fees will be renegotiated annually and will continue as long as Colonial Life benefit counselors are allowed to meet face-to-face with at least 75% of benefit eligible employees. The payment of the fees will be handled via a monthly itemized invoice showing the number of benefit eligible employees submitted directly from the flexible benefits administrator, AmeriFlex, to the designated representative at Colonial Life, 1200 Colonial Life Boulevard, Columbia, SC 29210 and is subject to the terms and conditions below:

1. Colonial Life agrees to pay the following PPPM fees for the above referenced account based on the outlined provisions below for a period of one year:

   Fee: Four dollars per participant per month ($4 pppm)

   a. AmeriFlex will be the FSA administrator.

2. Colonial Life agrees to pay the above referenced fees to AmeriFlex on behalf of **Mt. View Whisman School District** in exchange for the following working conditions:

   a. Colonial Life is permitted to conduct an active open enrollment for each year of the agreement. Active is defined as Colonial Life benefits counselors meeting one to one with 75% of the benefit eligible employees;
   b. Enrollment must take place during a defined enrollment period;
   c. Colonial Life is able to offer at least two Colonial Life products during the Active Open Enrollment. Available products are chosen at the discretion of Colonial Life;
   d. Colonial Life is the sole voluntary benefits provider for the product types offered to the benefit eligible employees, pursuant to paragraph (c) above
   e. Flexible Spending Account must be provided by AmeriFlex; and

f. Colonial Life receives this letter, signed by the appropriate representative.

3. Colonial Life will review this fee arrangement annually to determine if we will continue to pay the PPPM fee after the first year. If we determine that we will no longer pay the PPPM fee, we will provide you no less than fifteen (15) days written notice of the termination.

Please let me know if you have any questions about the contents of this letter. Otherwise, kindly signify your agreement by signing this letter in the space provided and returning it to me as soon as possible. Please note that no PPPM Fees will be paid to AmeriFlex until a copy of this letter signed by you has been received in Colonial Life's home office. Please be sure to retain a copy of this letter for your records.

Sincerely,

Steve Vermette
Vice President
Growth Market Solutions

I agree to the terms and conditions above:

Robert Clark

Dr. Robert Clark

5 Oct 2016

10/5/2016

DocuSign Envelope ID: 35761BFA-CC63-448C-9844-3194F3FF588F



# FIRST AMENDMENT
## To
## Network Services Agreement No. CA-10055-041515-75

**This First Amendment** ("Amendment"), made effective as of December 19, 2016 ("Effective Date") modifies and amends the Network Services Agreement No. CA-10055-041515-75 ("Agreement"), by and between Comcast Phone, LLC ("Company") and Mountain View- Whisman Elementary School District ("Customer"), individually referred to herein as "Party", and jointly referred to as "Parties". In the event of conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas,** Customer and Company have previously entered into the Agreement and whereby Company agreed to provide Customer the Services more particularly described therein;

**Whereas,** the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms to which the Parties have agreed to;

**Now, therefore,** in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. At the request of the Customer, the site applicable for the 1000 Mbps EPL Services circuit ordered under Services Agreement No. CA-10055-041515-75 shall have a revised address, as specified in the Sales Order Form(s) attached hereto.
2. The additional NRC for the Services specific herein shall be $500.00 (additional charges are supplemental to any and all existing MRC paid to Company by Customer under the current Agreement).
3. This Amendment shall commence as of the Effective Date set forth herein and is coterminous with the original Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions of the original Services Agreement, inclusive of any all preceding Amendments shall remain in full force and effect.

| **Mountain View- Whisman Elementary School District** | | **Comcast Cable Communications Management, LLC** | |
|---|---|---|---|
| Signature: | Robert A Clark | Signature: | DocuSigned by: Daniel J Carr C6E1BFDA851C41B... |
| Printed Name: | Robert Clark | Printed Name: | Daniel J Carr |
| Title: | Assoc Supt / CBO | Title: | Vice President |
| Date: | 21 Dec 2016 | Date: | 1/4/2017 |

DocuSign Envelope ID: 35761BFA-CC63-448C-9844-3194F3FF588F

COMCAST BUSINESS

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## METRO ETHERNET SERVICES AND PRICING

**Account Name:** Mountain View Whisman School District **Date:** 11/7/2016

**MSA ID#:** CA-209969-Nwood **SO ID#:** CA-209969-NWood-5648618

**Short Description of Service:** customer moving EPL from 11 Great Oaks to SCCOE

**Service Term:** 40 MONTHS



**Solution Charges**

| Line | Request | Action | Service(s) | Description | Service Location A* | Service Location Z* | Tax Jurisdiction | Monthly | One-Time |
|---|---|---|---|---|---|---|---|---|---|
| 001 | No Change | No Change | Ethernet Network Interface - Gig E | Port | SCCOE / 1290 Ridder Park Drive | - | Interstate | $0.00 | $0.00 |
| 002 | No Change | No Change | EPL - Basic Network Bandwidth | 1000 Mbps | SCCOE / 1290 Ridder Park Drive | Mountain View Whisman School Distric | Interstate | $0.00 | $0.00 |
| 003 | No Change | No Change | Ethernet Network Interface - Gig E | Port | Mountain View Whisman School Di | - | Interstate | $0.00 | $0.00 |
| 004 | - | - | - | | - | - | | $0.00 | $0.00 |
| 005 | Change | Remove | Ethernet Network Interface - Gig E | Port | Great Oaks Data Center / 11 Great | - | Interstate | ($246.84) | $0.00 |
| 006 | Change | Remove | EPL - Basic Network Bandwidth | 1000 Mbps | Great Oaks Data Center / 11 Great | Mountain View Whisman School Distric | Interstate | ($706.33) | $0.00 |
| 007 | Change | Remove | Ethernet Network Interface - Gig E | Port | Mountain View Whisman School Di | - | Interstate | ($246.84) | $0.00 |
| 008 | - | - | - | | - | - | | $0.00 | $0.00 |
| 009 | Change | Add | Ethernet Network Interface - Gig E | Port | SCCOE / 1290 Ridder Park Drive | - | Intrastate | $246.84 | $250.00 |
| 010 | Change | Add | EPL - Basic Network Bandwidth | 1000 Mbps | SCCOE / 1290 Ridder Park Drive | Mountain View Whisman School Distric | Intrastate | $706.33 | $0.00 |
| 011 | Change | Add | Ethernet Network Interface - Gig E | Port | Mountain View Whisman School Di | - | Intrastate | $246.84 | $250.00 |
| 012 | - | - | - | | - | - | | $0.00 | $0.00 |
| 013 | - | - | - | | - | - | | $0.00 | $0.00 |
| 014 | - | - | - | | - | - | | $0.00 | $0.00 |
| 015 | - | - | - | | - | - | | $0.00 | $0.00 |
| 016 | - | - | - | | - | - | | $0.00 | $0.00 |
| 017 | - | - | - | | - | - | | $0.00 | $0.00 |
| 018 | - | - | - | | - | - | | $0.00 | $0.00 |
| 019 | - | - | - | | - | - | | $0.00 | $0.00 |
| 020 | - | - | - | | - | - | | $0.00 | $0.00 |
| 021 | - | - | - | | - | - | | $0.00 | $0.00 |
| 022 | - | - | - | | - | - | | $0.00 | $0.00 |
| 023 | - | - | - | | - | - | | $0.00 | $0.00 |
| 024 | - | - | - | | - | - | | $0.00 | $0.00 |
| 025 | - | - | - | | - | - | | $0.00 | $0.00 |
| 026 | - | - | - | | - | - | | $0.00 | $0.00 |
| 027 | - | - | - | | - | - | | $0.00 | $0.00 |
| 028 | - | - | - | | - | - | | $0.00 | $0.00 |
| 029 | - | - | - | | - | - | | $0.00 | $0.00 |
| 030 | - | - | - | | - | - | | $0.00 | $0.00 |
| 031 | - | - | - | | - | - | | $0.00 | $0.00 |
| 032 | - | - | - | | - | - | | $0.00 | $0.00 |
| 033 | - | - | - | | - | - | | $0.00 | $0.00 |
| 034 | - | - | - | | - | - | | $0.00 | $0.00 |
| 035 | - | - | - | | - | - | | $0.00 | $0.00 |
| 036 | - | - | - | | - | - | | $0.00 | $0.00 |
| 037 | - | - | - | | - | - | | $0.00 | $0.00 |
| 038 | - | - | - | | - | - | | $0.00 | $0.00 |
| 039 | - | - | - | | - | - | | $0.00 | $0.00 |
| 040 | - | - | - | | - | - | | $0.00 | $0.00 |
| 041 | - | - | - | | - | - | | $0.00 | $0.00 |
| 042 | - | - | - | | - | - | | $0.00 | $0.00 |
| 043 | - | - | - | | - | - | | $0.00 | $0.00 |
| 044 | - | - | - | | - | - | | $0.00 | $0.00 |
| 045 | - | - | - | | - | - | | $0.00 | $0.00 |
| 046 | - | - | - | | - | - | | $0.00 | $0.00 |
| 047 | - | - | - | | - | - | | $0.00 | $0.00 |
| 048 | - | - | - | | - | - | | $0.00 | $0.00 |
| 049 | - | - | - | | - | - | | $0.00 | $0.00 |
| 050 | - | - | - | | - | - | | $0.00 | $0.00 |
| | | | | | | | **PAGE 2 SUBTOTAL:** | ($0.00) | $500.00 |

* Services Location Details attached  Charges are Exclusive of Equipment Fees

DocuSign Envelope ID: 35761BFA-CC63-448C-9844-3194F3FF588F

COMCAST BUSINESS

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

**Date:** 11/7/2016 **MSA ID#:** CA-209969-Nwood **SO ID#:** CA-209969-NWood-5648618 **Account Name:** Mountain View Whisman School District



| Line | Location Name/Site ID | Address 1 | Address 2 | City | State | Zip Code | Incremental Equipment Fee | Technical/Local Contact Name | Technical/Local Contact Phone # | Technical/Local Contact Email Address | Technica |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | SCCOE | 1290 Ridder Park Drive | | San Jose | CA | 95131 | $0.00 | David Huie | (408) 453-6743 | david_huie@sccoe.org | No |
| 2 | Mountain View Whisman Sch | 750-A San Pierre Way | | Mountain View | CA | 94040 | $0.00 | Jon Aker | (650) 526-3500 | jaker@mvwsd.org | Yes |
| 3 | Great Oaks Data Center | 11 Great Oaks | | San Jose | CA | 95119 | $0.00 | Jon Aker | 6505263500 | jaker@mvwsd.org | No |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | | | | | | | | | | | |
| 20 | | | | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | | | | | | | | | | | |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |
| 32 | | | | | | | | | | | |
| 33 | | | | | | | | | | | |
| 34 | | | | | | | | | | | |
| 35 | | | | | | | | | | | |
| 36 | | | | | | | | | | | |
| 37 | | | | | | | | | | | |

DECISION INSITE

Office: 877-204-1392
Fax: 949-748-8889
decisioninsite.com

January 3, 2017

Dr. Ayinde Rudolph
Superintendent
Mountain View Whisman School District
750 A-San Pierre Way
Mountain View
CA 94043

# RE: District Attendance Boundary Realigment

Dear Dr. Rudolph,

Following your recent discussion with Tony Ferruzzo, DecisionInsite is pleased to present this proposal for consulting services to the Mountain View Whisman District to assist you in your District Attendance Boundary Realignment.

An estimate of time and fees is provided in the following fee table. However, experience has shown that once in the process, unanticipated additional work is often called for by a district to effectively complete the work in a satisfactory fashion. In some cases, the work required to complete the project is less than expected. ***DecisionInsite invoices for consulting based upon actual time and materials.*** The fees below serve as an estimate of expected fees and a total, "not to exceed" project amount. Travel costs required to fulfill the work are invoiced at actual costs.

| Proposed Consultant Agreement for Mountain View Whisman School District Boundary Project | | | | |
|---|---|---|---|---|
| **Tasks and Meetings** | **Type** | **Estimated Hours** | **DI Rate** | **Estimated Billing** |
| Preparation, Analysis & Data Gathering to project completion. | Preparation | 25 | $175.00 | $4,375.00 |
| Presentations at SAA Task Force Meetings - possible three 5-hour meetings | Presentation | 15 | $250.00 | $3,750.00 |
| Presentations at Board Study Sessions and Meetings - possible three 2-hour meetings | Presentation | 6 | $250.00 | $1,500.00 |
| **Total Estimate for Preparation and Presentations:** | | | | **$9,625.00** |
| **Travel Costs:** | | | | |
| Travel Time for six meetings - round trip (5 hours each way x 2) | Travel Time | 60 | $62.50 | $3,750.00 |
| Estimate for Travel Costs for six meetings - airflight 6 round trips from Long Beach Airport | Airflights | 6 | $100.00 | $600.00 |
| Estimate for Travel Costs for six meetings - rental car | Rental Cars | 6 | $55.00 | $330.00 |
| Hotel Accommodations for six meetings | Hotel | 6 | $150.00 | $900.00 |
| **Total Travel Costs:** | | | | **$5,580.00** |
| **Total Estimate:** | | | | **$15,205.00** |

## Additional Services or Costs

The hours and corresponding fees listed above represent our best estimate of the work required to complete this project. If the client should desire to change the scope of the project a listing of hourly rates are shown below. The rates are listed for reference purposes only. Additional work will only be completed if the client directs us to do so in writing.

| Team Member | Rate |
|---|---|
| Senior Consultant | $250/Hour |
| Consultant | $175/Hour |
| GIS Technical Services | $85/Hour |
| Research Analyst | $85/Hour |

## Uniquely Qualified and Ready

DecisionInsite is in a unique position to assist the District with this project. Mountain View Whisman School District is a DecisionInsite Premier client, meaning that the DI team already has detailed knowledge of the District's enrollment trends, boundaries, and demographic trends. With this knowledge and the data required already at hand, our team is ready to start this work. This means that there will be no additional time or work required "getting up to speed" with enrollment forecasts, district boundaries, attendance area boundaries, and school locations. Based on recent district and site program changes, school capacities need to be revisited as a part of this boundary process to ensure they are up-to-date.

### Project Management

The lead consultant on this project will be Mr. Tony Ferruzzo. His contact information follows. tferruzzo@decisioninsite.com or by phone 877.204.1392, ext. 1017.

Additionally, Dr. Dean Waldfogel, Vice President of DecisionInsite will work with Mr. Ferruzzo as needed. His contact information follows. Dwaldfogel@decisioninsite.com or by phone 877.204.1392, ext. 1005.

## Acceptance of Agreement

If the terms of this proposal are acceptable to the District, please sign and date in the signature boxes below and return a copy to DecisionInsite, 101 Pacifica, Suite 380, Irvine, CA 92618 or email a signed PDF copy to lmiller@decisioninsite.com.

We look forward to working with you and your District.

Best Regards,

Michael B. Regele, President

**For: Mountain View Whisman School District**

Dr. Ayinde Rudolph
Superintendent
Date: 1/5/17

**DecisionInsite, LLC**

Michael B. Regele
President, DECISIONINSITE, LLC
January 3, 2017
**Tax ID # 74-3123949**

1 January 2017

## Mountain View Whisman School District
# Independent Contractor for Professional Services Agreement
**(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on Jan 7th, 20 17 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Journeys Across Time, LLC. DBA Camp Marco Polo ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** 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. The 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. ☐ **As indicated in Exhibit "A"** or ☒ **as follows:**
10 hours of after-school enrichment program ( 1 hr pr wk for 10 wks) for 20 students (Grades 3-5) at Bubb Elementary School

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:
☒ Contractor is providing services for a total flat fee of: $2,400.00 paid in full to Sheila Pfeiffer prior to start of program ; or
☐ Contractor will provide a maximum number of hours of service at a rate of $ _____
per hour for a total not to exceed $ _____; or
☐ Other: _____
("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)

3. **Agreement Time.** The Services shall commence on Jan. 24, 20 17 and shall be completed by Apr. 4th, 20 17, ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

| | | |
|---|---|---|
| ☒ Signed Agreement | ☒ Insurance Certificates & Endorsements | ☒ W-9 Form |

5. **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:** Journeys Across Time, LLC DBA Camp Marco Polo |
| 750-A San Pierre Way, | 2850 Middlefield Road, B-215 |
| Mountain View, CA 94043 | Palo Alto, CA 94306 |
| Attn: Associate Superintendent/CBO | Attn: Sheila Pfeiffer |

6. **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, one of these two boxes below must be checked:

☒ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: _____ *INITIAL HERE:* _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☒ The District has a statement of TB Clearance on file for each person. (To be provided)

☐ **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.

*INITIAL HERE:* SP. *INITIAL HERE:* _____ (District Representative initials)

8. **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 |

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

*INITIAL HERE:* SP (Contractor initials).

## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1.

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

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

4. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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.

5. **Standard of Care.**

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

6. **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.

7. **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.

8. **Termination.**

8.1. **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.

8.2. **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.

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

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

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

8.3.3. 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8.4. 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.

9. **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.

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 his/her/its 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.

**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:

**Information regarding Contractor:**

Indicate type of entity or if individual:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
_X_ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number: 81-1614918

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District** | **Contractor Name:** Journeys Across Time, LLC |
| Dated: 1/19, 20 17 | Dated: Jan. 7th, 20 17 |
| Signature: Cynde Nguyen | Signature: Sheila Pfeiffer |
| Print Name: Cyndee Nguyen | Print Name: Sheila Pfeiffer |
| Print Title: Principal | Print Title: Director |

| DISTRICT USE ONLY | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: _____, 20____ | **Program Code(s):** 5830-1000-02-130 |
| Signature: _____ | _____ |
| Print Name: _____ | _____ |
| Print Title: _____ | |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: _____, 20____ | Board of Trustees Meeting Date: _____ |
| Signature: _____ | For Contract: Review Ratification |
| Print Name: _____ | |
| Print Title: _____ | |

**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:

**Information regarding Contractor:**

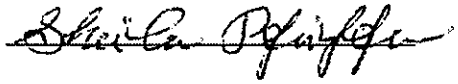
Indicate type of entity or if individual:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
_X_ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number: 81-1614918

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District**<br>Dated: _____, 20____<br>Signature: _____<br>Print Name: _____<br>Print Title: _____ | **Contractor Name:** Journeys Across Time, LLC DBA Camp Marco Polo<br>Dated: Jan. 24th, 20 17<br>Signature:  <br>Print Name: Sheila Pfeiffer<br>Print Title: Director |
| | |

| **DISTRICT USE ONLY** | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: , 20____<br>Signature:<br>Print Name:<br>Print Title: | **Program Code(s):** |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: , 20____<br>Signature:<br>Print Name:<br>Print Title: | Board of Trustees Meeting Date: _____<br>For Contract: Review Ratification |

**MEMORANDUM OF UNDERSTANDING**

*between*

**Olimpico Learning and Mountain View Whisman School District**

**Academic Afterschool Robotics Program – 2016 - 2017**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between **Olimpico Learning** located at 5205 Prospect Road 135-244, San Jose, CA 95129 and **Mountain View Whisman School District** (District) 750-A San Pierre Way, Mountain View, CA 94043 located to implement Olimpico Learning's Academic Afterschool Program.

All of the provisions of this MOU and any attached documents, project proposals, and/or addendums are subject to mutual agreement of the parties, and to be reviewed by the School District Superintendent, and when necessary, the District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any future addendums by informing the partner in writing 30 days prior to termination date.

**Olimpico Learning Academic Afterschool Program Description**

The Academic Afterschool Program is designed for K-5$^{th}$ grade students. The Program will engage students in a thriving and challenging Afterschool Program environment that uses technology to improve skills in Math and English Language Arts. Learning experiences revolve around a weekly STEM/STEAM science-based theme (Robotics). We incorporate technology as an essential learning tool and strive to inspire students to prepare for careers in science, technology, engineering and math.

Olimpico Learning's Afterschool Academic Program will be held from January 12 – February 2, 2017 one month providing the equivalent of 16 hours of instruction during 2016-2017. The program will be held at the school district's designated school site. The students receive tutoring, and mentoring from college students and volunteers.

**Olimpico Learning Academic Afterschool Program Goals**

1. Improve Math and English Language Arts skills in elementary-age students by using technology as a tool for learning;
2. Instill a love of Science by presenting weekly science-based themes that integrate Math and English Language Arts;
3. Provide professional development opportunities to elementary school teachers, teachers-in-training, and college students involved in the academic Afterschool Program;
4. Increase study skills, motivation and persistence of the students in doing quality academic work;
5. Increase the students' aspirations about going to college.

**Proposed Roles and Responsibilities**

Olimpico Learning and the District agree to provide the following resources:

**Olimpico Learning Roles and Services:**

- Provides the Olimpico Learning curriculum and professional development for best implementation of the curriculum.
- Develops weekly science-based themes to integrate all learning components within the curriculum.
- Markets the programs to foundations, corporations, businesses and individuals to obtain funding and volunteers for the program
- Funds the majority of the following program costs: Teachers and Teaching Assistants compensation, curriculum, and showcase celebration event.
- Provides project management during Fall 2016 to prepare for the programs: calling meetings, setting milestones and tracking the execution of the programs along with the District.
- Works with the District staff to set expected outcomes and ensure that they are met. Expected outcomes include target gains in math skills and English language arts.
- Organizes the pre- and post-assessment tests. Prepare and provide reports on the program and overall student achievement gains, which are shared with the District and funders.
- Hires and trains teachers-in-training and college student teaching assistants for the program.
- Organizes the Showcase Celebration as an end-of-Program information day for parents.
- Recruits and trains corporate volunteers to enrich the classroom experience.
- Provides snacks to students.
- Agrees to abide by the attached Mountain View Whisman Professional Services Agreement, including the insurance clause (item 8).

**School District provides the following services to make Olimpico Learning successful:**

- May provide and pays for one bi-lingual teacher/staff, who will assist with the instructions during the course of the academic Afterschool Program. This person will also act as a liaison between Olimpico Learning and the District and insure assist with parents' communication.

- Provides facilities, including connecting to the internet basic classroom materials.

- Recruits students to participate in the program. The District will promote the program to District schools, students and parents.

- Sets high expectations for student behavior and attendance (e.g. no partial attendance). Communicates with parents to re-enforces these expectations.

- Commits to making the program a success by fully coordinating with Olimpico Learning in the planning, development and implementation of the program, with the intent to make it a replicable program ("model") for the District and multiple school districts in following years.

- Agrees to provide Gmail ids and internet access to Olimpico Learning students over the course of the program, including access to possibly restricted websites such as YOUTUBE.com for the purpose of providing students supplemental technology programming.

This MOU may be extended by addendum with signatures by both parties to permit subsequent Olimpico Learning programs under the same terms and conditions.

**Signatures: School District and Olimpico Learning:**

Only the authorized agents or their offices listed below may make changes to this MOU and future addendum provided that both parties mutually agree upon such changes in writing.

X Robert Clark — 20 Jan 2017

Signature — Date

~~Dr. Ayindé Rudolph~~ Robert Clark

~~Superintendent~~ Assoc Supt/CBO

Mountain View Whisman School District

X N Rafati — 1/6/2017

Signature — Date

Nancy Rafati

CEO

Olimpico Learning

MEMORANDUM OF UNDERSTANDING: **ADDENDA**
Olimpico Learning Afterschool Academic Program

**Addendum I: Facilities Support for the Olimpico Learning Afterschool Academic Program**

District provides the location and facilities for the Afterschool Academic Program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 30 students.
- A teacher-preparation and small tutoring space (could be a classroom), and teachers' lounge and kitchen.
- An outdoor space for students to have physical exercise and to mingle during breaks. Ideally, it would include a grassy area for games.
- Facility with audio/video support for the Showcase Celebration and end-of-program event.

**Addendum II: District Financial Contribution to Program Costs**

*Afterschool Academic Program*: (1/12, 1/19/, 1/26, 2/2/2017, Thursdays -- 12:00 pm – 4:00 pm)

The District cost will be ($4000 per classroom/Robotics Workshop/per month).

- $150 + $10 material fee per workshop per student per month $160 x 25 students = $4,000 (all lessons, tests, equipment, laptops, software, snacks, and tournament celebration included).

    - Instruction – up to 16 hours
    - Preparation – up to 40 hours
    - Meetings – up to 2 hours
    - Attend year-end program celebration – up to 2 hours

**Addendum III: Adherence to Tuberculosis Requirements**

Olimpico Learning agrees to comply with the tuberculosis requirements of Mountain View Whisman School District and Education Code section 49406.1 with respect to all Olimpico Learning employees who may have contact with District pupils in the course of providing services pursuant to this agreement.

**Addendum IV: Adherance to Fingerprint Requirements**

Olimpico Learning adheres to the fingerprinting and criminal background investigation requirements of Mountain View Whisman School District and Education Code section 45125.1 with respect to Olimpico Learning employees, subcontractors, agents who may have contact with District pupils in the course of providing services pursuant to this agreement.

Addendum V: Insurance document attached.

## Mountain View Whisman School District
# Independent Contractor for Professional Services Agreement
**(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on January 13, 2017 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Society of Young Inklings ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** 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. The 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. ☐ **As indicated in Exhibit "A"** or ☑ **as follows:**

Creative writing enrichment classes for elementary students

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:
   ☑ Contractor is providing services for a total flat fee of: $ 7000 *; or
   ☐ Contractor will provide a maximum number of hours of service at a rate of $ _____ per hour for a total not to exceed $ _____; or
   ☐ Other: _____
   ("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)

   * 10 sessions for four groups of students

3. **Agreement Time.** The Services shall commence on January 23, 2017 and shall be completed by April 28, 2017. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

| | | |
|---|---|---|
| ☑ Signed Agreement | ☑ Insurance Certificates & Endorsements | ☑ W-9 Form |

5. **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**
750-A San Pierre Way,
Mountain View, CA 94043
Attn: Associate Superintendent/CBO

**Contractor:** Society of Young Inklings Inc
PO Box 26914 San Jose CA 95159
Attn: Jena Brigantino

6. **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, one of these two boxes below **must** be checked:

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Geoffrey Chang ***INITIAL HERE:*** GC

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☑ The District has a statement of TB Clearance on file for each person.

☐ **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.

***INITIAL HERE:*** JB (Contractor initials). ***INITIAL HERE:*** @ (District Representative initials)

8. **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 |

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

***INITIAL HERE:*** JB (Contractor initials).

## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

2. **Materials**. Contractor shall furnish, at his/her 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 he/she and all of his/her 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

10. **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.

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

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

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

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

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

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

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

18. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special,

consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

21. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties 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.

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

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

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

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

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

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

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

**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:

**Information regarding Contractor:**

Indicate type of entity or if individual:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation
____ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number: 46-2971012

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District** | **Contractor Name:** Society of Young Inklings |
| Dated: January 11, 2017 | Dated: January 11, 2017 |
| Signature: | Signature: |
| Print Name: Geoffrey Chang | Print Name: Jena Brigantino |
| Print Title: Principal | Print Title: Managing Director |

| **DISTRICT USE ONLY** | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: 19 Jan, 2017 | Program Code(s): PTA-130 |
| Signature: | |
| Print Name: Robert Clark | |
| Print Title: Assoc Supt / CBO | |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: 1/20, 2017 | Board of Trustees Meeting Date: Feb. 2, 2017 |
| Signature: | For Contract: (Review) Ratification |
| Print Name: Aydnde Rudolph | |
| Print Title: Supt. | |

# Mountain View Whisman School District
## Independent Contractor for Professional Services Agreement
**(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on January 13, 2017 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Play Well Teknologies ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** 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. The 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. ☐ **As indicated in Exhibit "A" or** ☒ **as follows:**

Lego engineering classes for elementary students

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation:
☑ Contractor is providing services for a total flat fee of: $ 5040 for 10 one-hour sessions; or
☐ Contractor will provide a maximum number of hours of service at a rate of $ _____ per hour for a total not to exceed $ _____; or
☐ Other: _____
("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)

3. **Agreement Time.** The Services shall commence on January 30, 2017 and shall be completed by May 8, 2017. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

| | | |
|---|---|---|
| ☑ Signed Agreement | ☑ Insurance Certificates & Endorsements | ☑ W-9 Form |

5. **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:** Play-Well TEKnologies |
| 750-A San Pierre Way, | 224 Greenfield Ave. Suit B. |
| Mountain View, CA 94043 | San Anselmo, CA 94960 |
| Attn: Associate Superintendent/CBO | Attn: _____ |

RECEIVED JAN 17 2017

6. **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, one of these two boxes below **must** be checked:

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Geoffrey Chang ***INITIAL HERE:*** GC

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☑ The District has a statement of TB Clearance on file for each person.

☐ **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.

***INITIAL HERE:*** PV (Contractor initials). ***INITIAL HERE:*** GC (District Representative initials)

8. **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 |

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

***INITIAL HERE:*** PV (Contractor initials).

## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

2. **Materials.** Contractor shall furnish, at his/her 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 he/she and all of his/her 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

10. **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.

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

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

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

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

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

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

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

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

19. **Disputes:** In the event of a dispute between the parties as to

performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

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

21. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties 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.

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

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

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

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

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

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

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

**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:

**Information regarding Contractor:**

Indicate type of entity or if individual:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- X Corporation
- ___ Limited Liability Company
- ___ Other: _____

Employer Identification and/or Social Security Number: 369-48-9542

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District** | Contractor Name: Play - Well TEKnologies / ~~Priscilla Vidal~~ |
| Dated: 1/13, 2017 | Dated: (1/13/17) Jan 13th, 2017 |
| Signature: | Signature: |
| Print Name: Geoffrey Chang | Print Name: Priscilla Vidal |
| Print Title: Principal | Print Title: Area Manager |

| **DISTRICT USE ONLY** | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: 18 Jan, 2017 | Program Code(s): PTA Donation |
| Signature: | |
| Print Name: Robert Clark | |
| Print Title: Assoc Supt/CBO | |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: 1/17, 2017 | Board of Trustees Meeting Date: Feb. 2, 2017 |
| Signature: | For Contract: (Review) Ratification |
| Print Name: Aydin Rudolph | |
| Print Title: Supt | |

**Mountain View Whisman School District**

# Independent Contractor for Professional Services Agreement

**(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on January 13, 20 17 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Peninsula Youth Theater ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** 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. The 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. ☐ **As indicated in Exhibit "A" or** ☑ **as follows:**

Drama enrichment classes for elementary students

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation: 10 sessions one hour

☑ Contractor is providing services for a total flat fee of: $ 4,000 ; or

☐ Contractor will provide a maximum number of hours of service at a rate of $ _____ per hour for a total not to exceed $ _____ ; or

☐ Other: _____

("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)

3. **Agreement Time.** The Services shall commence on January, 20 17 and shall be completed by April, 20 17. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

| | | |
|---|---|---|
| ☑ Signed Agreement | ☑ Insurance Certificates & Endorsements | ☑ W-9 Form |

5. **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**
750-A San Pierre Way,
Mountain View, CA 94043
Attn: Associate Superintendent/CBO

**Contractor:** Peninsula Youth Theater
2500 old Middlefield Way
Mountain View CA 94043
Attn: Meg Fischer, Education Director

RECEIVED JAN 17 2017 BY CBO

6. **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, one of these two boxes below **must** be checked:

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Geoffrey Chang ***INITIAL HERE:*** GC

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☑ The District has a statement of TB Clearance on file for each person.

☐ **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.

***INITIAL HERE:*** RW (Contractor initials). ***INITIAL HERE:*** GC (District Representative initials)

8. **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 |

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

***INITIAL HERE:*** RW (Contractor initials).

## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

2. **Materials.** Contractor shall furnish, at his/her 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 he/she and all of his/her 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

10. **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.

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

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

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

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

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

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

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

18. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special,

**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:

**Information regarding Contractor:**

Indicate type of entity or if individual:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Company
X Other: NON PROFIT

Employer Identification and/or Social Security Number: 770335126

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District** | Contractor Name: PENINSULA YOUTH THEATRE |
| Dated: 1/13, 2017 | Dated: 1/11, 2017 |
| Signature: | Signature: |
| Print Name: Geoffrey Chang | Print Name: ROBERTA INSCHO-COX |
| Print Title: Principal | Print Title: OUTREACH DIRECTOR |

| **DISTRICT USE ONLY** | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: 18 Jan, 2017 | Program Code(s): PTA Donation |
| Signature: | |
| Print Name: Robert Clark | |
| Print Title: Assoc Supt / CBO | |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: 1/18, 2017 | Board of Trustees Meeting Date: Feb. 2, 2017 |
| Signature: | For Contract: Review Ratification |
| Print Name: Ayinde Rudolph | |
| Print Title: Superintendent | |

## Mountain View Whisman School District
# Independent Contractor for Professional Services Agreement
**(Non-construction Related)**

**THIS AGREEMENT** is made and entered into on January 10, 20 17 ("Agreement"), by and between and **Mountain View Whisman School District** ("District") and Camp Imagineerz ("Contractor"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** 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. The 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. ☐ **As indicated in Exhibit "A" or** ☑ **as follows:**

Design Thinking and engineering classes for elementary students

2. **Price & Payment.** The Contractor shall furnish the Services to the District for the following compensation: for 8x1.5hr sessions

☑ Contractor is providing services for a total flat fee of: $ 5,000 ; or

☐ Contractor will provide a maximum number of hours of service at a rate of $ _____ per hour for a total not to exceed $ _____ ; or

☐ Other: _____

("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)

3. **Agreement Time.** The Services shall commence on January, 20 17 and shall be completed by May, 20 17. ("Agreement Time")

4. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted the following documents as indicated below (Check all that are required):

| | | |
|---|---|---|
| ☑ Signed Agreement | ☑ Insurance Certificates & Endorsements | ☑ W-9 Form |

5. **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**
750-A San Pierre Way,
Mountain View, CA 94043
Attn: Associate Superintendent/CBO

**Contractor:** Imagineerz Learning LLC
113 Estrada Drive
Mountain View, CA 94043
Attn: Vaibhavi Gala

6. **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, one of these two boxes below **must** be checked:

☑ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Ed. Code, § 45125.1 (c).)

District Representative's Name & Initials: Geoffrey Chang ***INITIAL HERE:*** GC

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☑ The District has a statement of TB Clearance on file for each person.

☐ **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.

***INITIAL HERE:*** _____ (Contractor initials). ***INITIAL HERE:*** GW (District Representative initials)

8. **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 |

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

***INITIAL HERE:*** _____ (Contractor initials).

## TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

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

2. **Materials.** Contractor shall furnish, at his/her 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 he/she and all of his/her 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 expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

10. **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.

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

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

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

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

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

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

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

18. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special,

**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:

**Information regarding Contractor:**

Indicate type of entity or if individual:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
__X__ Limited Liability Company
____ Other: _____

Employer Identification and/or Social Security Number: 45-1808932

**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.**

## Project Approvals Required Prior to Contract Start Date

| **Requesting Administrator/Authorized Signer:** | **Contractor:** |
|---|---|
| **Mountain View Whisman School District** | **Contractor Name:** Imagineerz Learning LLC |
| Dated: January 10, 2017 | Dated: 1/10/2017, 20__ |
| Signature: | Signature: |
| Print Name: Geoffrey Chang | Print Name: Megan Henry |
| Print Title: Principal, Huff Elementary | Print Title: Director of Programs |

| **DISTRICT USE ONLY** | |
|---|---|
| **Authorized Signer (if not above):** | **Budget Program Coding:** |
| Dated: 19 Jan, 20 17 | Program Code(s): |
| Signature: | FTA - 130 |
| Print Name: Robert Clark | |
| Print Title: ASSOC Supt / CBO | |
| **Superintendent/Designee** | **Board of Trustees Action:** |
| Dated: 1/20, 20 17 | Board of Trustees Meeting Date: Feb 2, 2017 |
| Signature: | For Contract: (Review) Ratification |
| Print Name: Aydin Reed | |
| Print Title: Supt | |

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Approval to Issue a Request for Qualifications (RFQ) for Contractors for the Monta Loma Elementary School Multi-Use Building Expansion, Modernization and Site Work Project as a Lease-Lease back

**Estimated Time:** Consent

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
At the meeting of the Board of Trustees on January 19, 2017, the Board adopted the procedures for evaluating qualifications of lease leaseback contractors. The administration is now requesting Board approval to issue a Request for Qualifications (RFQ) for Contractors for the Monta Loma Elementary School Multi-Use Building Expansion, Modernization and Site Work Project as a Lease-Lease back project and advertise said RFQ in the newspaper and a trade paper as required by the approved procedures.

**Fiscal Implication:**
The cost to advertise the RFQ is incorporated into the project budget. There is no impact to the overall budget.

**Recommended Action:**
That the Board of Trustees approve issuance of a RFQ for Contractors for the Monta Loma Elementary School Multi-Use Building Expansion, Modernization and Site Work Project as a Lease-Lease back project and advertise the RFQ.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Approval of Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Stevenson Elementary School

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
The modernization project at Stevenson School requires that leased portable classrooms be installed to house students during construction. The administration has solicited proposals from Mobile Modular Management Corporation for the delivery, installation, rental and subsequent removal of the portable classrooms based on pricing secured under the Franklin McKinley School District Piggy Back Contract. Piggybacking on this contract is in the best interest of the District pursuant to Public Contract Code section 20118 and District Board Policy No. 3311, Bids.

**Fiscal Implication:**
The cost to install, rent and remove the portables buildings is incorporated into the project budget. Totals for the site is as follows:

Stevenson Elementary School – 12 classroom buildings, 1 restroom building

- Installation – $89,962
- Monthly Rental – $8,505 ($590 per classroom building per month and $1,425 per restroom building per month)
- Removal - $50,726

**Recommended Action:**
That the Board of Trustees approve the Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Stevenson Elementary School as in the best interest of the District pursuant to Public Contract Code section 20118 and District Board Policy No. 3311, Bids.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Mobile Modular Lease Agreement for Stevenson Elementary School Portable Housing Project 2Feb2017 | Backup Material | 1/24/2017 |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210031699.1
**Contract Term: 24 Months**
Date Printed: 12/07/2016
Start Rent Date: 03/17/2017

## Customer & Site Information

**Customer Information:**
**Mountain View-Whisman SD**
750A San Pierre Way
Mountain View, CA 94043
Dr. Robert Clark
rclark@mvwsd.org
(650) 526-3550

**Site Information:**
Mountain View-Whisman SD
750B San Pierre Way
Stevenson Elem
Mountain View, CA 94043
Todd Lee
tlee@greystonewest.com
(707) 479-9876

**Customer PO/Reference:**
Exp: //
By:

## Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

## Product Information

| | Qty | Monthly Rent | Extended Monthly Rent | Taxable |
|---|---|---|---|---|
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1002)<br>*Left Hand Door (exterior). Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1002)<br>*Left Hand Door (exterior). Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1002)<br>*Left Hand Door (exterior). Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Restroom, 12x40 DSA (Item1004)<br>*Boy/Girl or Male/Female. Configuration and Fixture Count Varies. May or May Not Include Access Area. Fiberglass Reinforced Plastic (FRP) interior. No windows.* | 1 | **$1,425.00** | **$1,425.00** | N |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Delivery:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)**<br>Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |

| | | | | |
|---|---|---|---|---|
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |

| | | | | |
|---|---|---|---|---|
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1002)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | $988.00 | $988.00 | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | $3,100.00 | $3,100.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| Installation, Closure Panel (PW) | 2 | $190.00 | $380.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | $16.00 | $512.00 | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1002)**

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

## Lease Agreement

Contract: 210031699.1
**Contract Term: 24 Months**
Date Printed: 12/07/2016
Start Rent Date: 03/17/2017

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Closure Panel (PW) | 2 | **$190.00** | **$380.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Classroom, 24x40 DSA (Item1002)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Closure Panel (PW) | 2 | **$190.00** | **$380.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,730.00 | |

**Restroom, 12x40 DSA (Item1004)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B3) (PW) | 1 | **$2,510.00** | **$2,510.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Closure Panel (PW) | 2 | **$190.00** | **$380.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Custom Plan (PW) | 1 | **$2,230.00** | **$2,230.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Installation, Ramp Skirting (PW) | 84 | **$16.00** | **$1,344.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $9,202.00 | |

| | |
|---|---|
| **Subtotal of Monthly Rent:** | $8,505.00 |
| **Monthly Personal Property Expense (PPE):** | $0.00 |
| **Taxes on Monthly Charges:** | $0.00 |
| **Total Monthly Charges (incl Taxes & PPE):** | $8,505.00 |
| **Subtotal of One-Time Charges upon Delivery :** | $89,962.00 |
| **Taxes On One Time Charges:** | $0.00 |
| **Security Deposit:** | $0.00 |
| **Est. Initial Invoice:** | **$98,467.00** |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Return:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,812.00 | |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

## Lease Agreement

Contract: 210031699.1
**Contract Term: 24 Months**
Date Printed: 12/07/2016
Start Rent Date: 03/17/2017

| | | | | |
|---|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1002)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1002)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Classroom, 24x40 DSA (Item1002)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | $2,062.00 | $2,062.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $3,812.00 | |
| **Restroom, 12x40 DSA (Item1004)** | | | | |
| Prepare Equipment For Removal (B3) (PW) | 1 | $1,525.00 | $1,525.00 | N |
| Removal, Ramp Custom Plan (PW) | 1 | $1,707.00 | $1,707.00 | N |
| Return Haulage Lowboy 12 wide | 2 | $875.00 | $1,750.00 | N |
| | | | $4,982.00 | |

## Special Notes

**Additional Note:** Quote and contract are based on 2013 Franklin-McKinley SD Project No. 13047 Piggy Back Bid. Modifications include two single occupancy restrooms per Franklin McKinley SD Piggy Back Bid

**Block/Level:** Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
**Flooring (Carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.
**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, 11' straight run, standard factory ramp, and wood sill foundation for level site.
**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.
**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
**Product Availability:** Product availability and delivery date is subject to stock on hand upon receipt of signed contract and/or credit approval.
**Ramps:** Site conditions may affect 11' straight run factory ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps - new ramps available for purchase only.
**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.
**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.
**Used building rental:** Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.
**Buildings containing a restroom(s):** Restrooms are not self-contained. Includes (2) single occupancy restrooms with adult height fixtures. Plumbing POC above finished floor height. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

## Special Terms & Important Contractual Information

- A minimum cleaning charge of $125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

**Lease Agreement**
Contract: 210031699.1
**Contract Term: 24 Months**
Date Printed: 12/07/2016
Start Rent Date: 03/17/2017

agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

## Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

| Item & Description | Qty | Item Code | Ins. Value |
|---|---|---|---|
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1002) | 1 | 1002 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Restroom, 12x40 DSA (Item1004) | 1 | 1004 | $71,550.00 |
| Classroom, 24x40 DSA (Item1001) | 1 | 1001 | $42,750.00 |
| Classroom, 24x40 DSA (Item1002) | 1 | 1002 | $42,750.00 |
| Classroom, 24x40 DSA (Item1002) | 1 | 1002 | $42,750.00 |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210031699.1
**Contract Term: 24 Months**
Date Printed: 12/07/2016
Start Rent Date: 03/17/2017

## Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

| **LESSOR:** Mobile Modular Management Corporation | **LESSEE:** Mountain View-Whisman SD |
|---|---|
| Signature: _____ | Signature: Robert Clark |
| Print Name: _____ | Print Name: Robert Clark |
| Title: _____ | Title: Assoc Supt / CBO |
| Date: _____ | Date: 6 Jan 2017 |

## ATTACHMENT A

### LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [https://www.MobileModular.com/ContractTerms] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default":** (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** California Environmental Quality Act (CEQA) Proposal for Slater Elementary School New School Construction

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
The Slater Elementary School New Campus Project requires the services of a CEQA (California Environmental Quality Act) consultant to review plans and specifications and school capacity data to complete an initial study to determine whether a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report will need to be prepared for the project. At this time the proposal is assuming a Negative Declaration or Mitigated Negative Declaration will be required. Grassetti Environmental Consulting (GECO) has provided a time and materials proposal for this work not to exceed $49,920.

**Fiscal Implication:**
Fund 40 - Certificates of Participation Funding - GECO has provided a time and materials proposal for this work not to exceed $49,920. The cost for the CEQA consultant has been incorporated into the project budget. There is no overall impact to the project budget.

**Recommended Action:**
That the Board of Trustees approve the Grassetti proposal for California Environmental Quality Act consulting services for the Slater Elementary School New Campus Project.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Slater CEQA Consultant Proposal - Grassetti 2Feb2017 | Backup Material | 1/20/2017 |

GECO
Grassetti Environmental Consulting

Ms. Mary Ann Duggan
Director of Capital Projects
Mountain View Whisman School District
750-A San Pierre Way
Mountain View, CA 94043

JANUARY 11, 2017

**SUBJECT: PROPOSAL TO PREPARE INITIAL STUDY FOR A NEW CAMPUS AT SLATER SCHOOL FOR THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**

Dear Ms. Duggan;

Thank you for the opportunity to present this proposal for preparation of the CEQA Initial Study for the District's proposed construction of a new elementary school campus on the existing Slater school field site. This proposal is based upon a review of project plans, and on my discussions with you and your project consultants. We understand that the existing Google preschool use of the original Slater School would not change, and that the new school would be in addition to that facility. The project would include 18 classrooms, a library, an administration building, and a multi-purpose room, a soccer field, and a soccer/softball dual-use field on the remainder of the site. Access would be from Whisman Road.

This proposal assumes a Mitigated Negative Declaration would be required for the project. If, upon completion of the Administrative Draft or Public Draft Initial Study, it is determined that the project may result in potentially significant impacts that cannot be clearly mitigated to a less-than-significant level, we would coordinate with the District to develop a revised scope for a focused Environmental Impact Report.

Our proposed scope, of work, budget, and schedule are described below.

## SCOPE OF WORK

Grassetti Environmental Consulting (GECo) will perform all work necessary to prepare and submit a complete Initial Study to satisfy CEQA requirements for the determination, under CEQA guidelines, as to whether a negative Declaration, Mitigated Negative Declaration or an Environmental Impact Report shall be prepared for the project. At this point, we will be working towards preparation of a Negative Declaration/Mitigated Negative Declaration.

**TASK 1. Prepare Administrative Draft Initial Study:** Grassetti Environmental Consulting (GECO) staff will meet with you and District design/construction management consultants to gather relevant information. We will conduct a field reconnaissance of the project site. We will work with District staff and project designers to prepare a project description. We will then develop responses to all issues identified in the current CEQA checklist. These responses will explain the potential impacts and identify applicable mitigations for all items on that list, and a discussion of the Mandatory Findings of Significance.

The technical analyses will be prepared on the basis of existing available information and the

following studies:

**A. Air Quality and Greenhouse Gases.** Potential air quality and greenhouse gas impacts of the construction and operation of the office building will be evaluated to address the issues identified in the checklist items of Appendix G of the CEQA Guidelines for what is anticipated to be an Initial Study/Mitigated Negative Declaration (IS/MND). A screening air quality assessment will be performed for each such checklist item according to the methodology and significance criteria specified the Bay Area Air Quality Management District (BAAQMD) *CEQA Air Quality Guidelines* and the results discussed as they relate to Bay Area air quality improvement policies.

Air quality setting information will include the following at a level of detail adequate to support the analysis and its findings on impact severity:

- A description of the climatic and topographic factors that influence air quality on the Peninsula and the Bay area;
- Identification of the major air pollutants, toxic air contaminants (TACs) and greenhouse gases (GHG) of concern for this project;
- A summary of recent local air pollutant ambient monitoring data;
- Identification of existing pollutant-sensitive land uses in the project area and nearby significant stationary and mobile sources of TACs as listed in the BAAQMD stationary emission inventory;
- Identification of applicable air pollution control strategies/regulations and GHG reduction programs currently in place under the BAAQMD regional attainment plans, and local General and Climate Action Plans.

Project construction and operational emissions of air pollutants, TACs and GHG will be estimated. The CalEEMod model will be used as appropriate for the project, and it will be augmented with project-specific construction equipment/phasing data provided by the project architect/engineer.

Exposures of nearby existing pollutant-sensitive receptors to air pollutants and TACs from project and other influential local sources will be estimated by the application of BAAQMD screening tables or screening models for construction sources, project operational sources and other cumulative stationary and mobile TAC sources identified by the BAAQMD within 1000 feet of the project site.

The significance of all identified impacts will be evaluated using the criteria developed by the BAAQMD for construction, project operational and cumulative pollutant/TAC exposures. Strategies for mitigating the restoration-phase impacts will be identified using strategies proposed in the BAAQMD *Guidelines*. The goal for the application of such mitigation strategies would be the reduction of any identified project or cumulative air pollutant, TAC or GHG impact to levels below the significance criteria identified in the BAAQMD *Guidelines*.

**B. Noise.** Potential noise impacts of the construction and operation of the proposed outdoor track/soccer facility will be evaluated to address the issues identified in the checklist items of Appendix G of the CEQA Guidelines for the Initial Study/Mitigated Negative Declaration (IS/MND) as they relate to the policies and standards identified in the City of Mountain View General Plan and to those of other applicable noise control agencies.

The IS/MND setting will briefly summarize acoustical terminology, define the physical characteristics of sound and its aspects that produce environmental noise impacts, define the appropriate quantitative descriptors of noise impact for this project, and specify the relevant standards that will be used for assessing noise impacts. It will also present information on the existing noise environment on/around the project site as gathered through a focused site measurement survey.

The following noise monitoring will be conducted to establish baseline noise levels and potential impacts of the proposed new school.

- Three short-term measurements will be taken to characterize daytime ambient noise levels/variations experienced by residential and other noise-sensitive receptors adjacent to the site.
- Short-term measurements will be taken at an existing District elementary school to characterize likely effects on local ambient noise levels.

Potential noise and vibration impacts from project construction will be evaluated based on anticipated project construction schedule and equipment use, provided by the project architect/engineer, and by using the Federal Highway Administration (FHWA) construction noise model and the Federal Transit Administration (FTA) vibration screening methodology. Impact significance will be determined by relating project construction levels to the requirements of the City of Mountain View Noise Ordinance and other appropriate standards. Where significant construction noise impacts are found, appropriate mitigation strategies will be proposed.

Potential event noise impacts from project operation will be evaluated by using the athletic facility noise data gathered from the measurement survey. City of Mountain View General Plan and Noise Ordinance provisions, and other appropriate standards, will be used to define acceptable noise exposure standards for local residences and other sensitive uses in the vicinity of the project site. If significant operational noise impacts are found, appropriate mitigation strategies (e.g., installing noise barriers/insulation, site design/activity changes, etc.) will be proposed.

**C. Aesthetics.** GECo staff will take photographs of the existing site, describe its appearance, and identify prominent views and viewers. We will qualitatively describe the visual impacts of the proposed new school, including any tree removal along Whisman Road.

**D. Traffic**. PHA Transportation Consultants (PHA) will prepare a traffic study that will identify existing traffic conditions at the school site, focusing on Whisman Road, and identify potential traffic and pedestrian safety impacts of the proposed new school. Below is our work plan by tasks to complete the study:

- Conduct a site visit to better understand the current characteristics of the facility and its environment.

- Conduct the following intersection analyses (note- these may be revised based on ongoing discussions with City of Mountain View transportation engineers):

  Study Intersections for 7:30-830 am and 2:30-3:30 pm peak-hour traffic analyses:
  - N Whisman Rd./N Whisman Station Dr.
  - N Whisman Rd./Pacific Dr.
  - N Whisman Rd./Gladys Ave.
  - N Whisman Rd./E. Middelfield Rd(?).
  - N. Whisman Rd./School Parking lot exit
  - N. Whisman Rd./condo complex driveway

  Study Street Segments (Daily volume (ADT) count and analysis):
  - N. Whisman Rd. between N.Whisman Station Dr. and Gladys Ave.
  - Gladys Ave. west of N.Whisman Rd.
  - Pacific Dr. east of N. Whisman Rd.

  Study Scenarios for Traffic LOS:
  - Existing Conditions
  - Project Conditions

PHA also will address the following additional School traffic related items and issues:
- Identify the number of students, teaching staff and employee for the proposed school.
- Identify current facilities (both administrative and educational) on the site and the current site traffic generation.
- Identify existing facilities to be removed from the site.
- Discuss the proposed school trip generation and distribution.
- Discuss current roadway system and transportation facilities near the school site and identify future development activities and roadway improvements and changes in the area that may affect the proposed school access and traffic circulation.
- Discuss and identify existing and new bicycle and pedestrian facilities needed to accommodate the proposed school.
- Evaluate parking supply and demand and parking needs during special events.
- Evaluate site access, on-site circulation, drop-off and pick-up operations and vehicle queuing.
- Evaluate the length needed for the drop-off and pick-up lane and identify mitigation strategies if operation problems are identified and expected.
- Evaluate the potential for U-turn traffic to accommodate school traffic at the Whisman Station Dr. and the needed left-turn lane storage.

- Evaluate the potential conflict between the condo complex driveway and the proposed school exit driveway as two driveways would be less than 100 feet apart.
- Conduct signal warrant analyses to determine the need for signalization at N. Whisman Rd. and Pacific Dr. as a traffic mitigation measure.
- Identify and discuss traffic collision history on N. Whisman Rd. and Gladys Ave. near the school site.

PHA will prepare a detailed traffic report identifying potentially significant impacts as well as feasible mitigation measures, for incorporation into the Initial Study.

**TASK 2. Prepare Public Draft Initial Study:** Within ten days of receipt of all District comments on the Administrative Draft IS (ADIS), we will revise that document and prepare a Public Draft Initial Study. Our scope and budget assumes one ADIS and a screencheck version prior to publication of the public Draft IS. Additional versions would be an optional task. This task assumes a maximum of 12 hours of time responding to staff comments and revising the IS. Twenty hard copies of this IS, and two copies of a Notice of Completion, will be printed and provided to the District for its distribution. An electronic copy also will be provided to the District for posting on its website.

**TASK 3. Prepare Draft and Final Responses to Public Comments on Initial Study/Final Initial Study/Mitigation Monitoring Program:** We will prepare responses to public comments (i.e. State Clearinghouse comments and general public comments) on the Draft IS as appropriate. We also will prepare a Mitigation Monitoring and Reporting Program as part of the Final IS. This proposal assumes a maximum of 16 hours of staff time for responding to comments. Additional work on responding to comments is available on a time and materials basis. Twenty copies of the Final IS will be printed and delivered to the District. An electronic copy also will be provided to the District for posting on its website.

**Task 4. Meeting and Hearing Attendance:** Mr. Grassetti and/or technical staff would be available to attend up to two hearings and meetings with the staff and applicant on an as-needed basis. Additional meetings would be available as optional tasks.

**SCHEDULE**

The schedule for this IS will be dependent on receipt of all necessary project description information from the applicant. We will complete the Administrative Draft IS within five weeks after receipt of all necessary information. As noted above, the Public Draft IS will be prepared within ten days of receipt of all of the District's comments on the Administrative Draft IS. Responses to comments will be provided in a timely manner as needed by the District.

**BUDGET AND RATES**

GECO will prepare Tasks 1-4 outlined above for a time-and-materials fee not to exceed $49,920. If there are minimal comments on the administrative draft IS or public draft IS, the scope and budget would be reduced accordingly. Cost breakdowns by task are provided on the following page. Also, please note that our proposal does not include any attendance at meetings or hearings with the District beyond those specified in Task 4; additional hearing/meeting

attendance is available as an optional task. Any such meetings or hearing attendance would be an optional task. All costs will be billed monthly on a time and materials basis to the overall contract ceiling. This ceiling will not be exceeded without the client's authorization. Mileage is charged at $.55/mile. In-house reproduction is billed at $.05/page. All other direct expenses are billed at cost plus 5%.

**AUTHORSHIP**

The Mountain View Whisman School District shall have full authority for final approval of all documents presented for public review for the purposes of the California Environmental Quality Act (1970, as amended), and to finalize the scope and level of detail necessary to meet County and professional CEQA-practitioner standards

Please feel free to contact me at (510) 849-2354 to discuss any aspect of this proposal. I look forward to the opportunity to working with you on this project.

Sincerely,

Richard Grassetti
Principal

BUDGET BREAKDOWN: INITIAL STDUY

| | | |
|---|---|---|
| **Task 1: Prepare Administrative Draft IS/ND** | | |
| R. Grassetti | 70 hrs @ $160/hr | $11,200 |
| PHA (traffic +5% overhead) | | $20,000 |
| G. Hornek (air quality, GHG, noise +5% overhead) | | $ 4370 |
| WP/Graphics | 6 hrs @ $65/hr | $ 390 |
| Expenses | | $ 200 |
| **Total Task 1:** | | **36,160** |
| | | |
| **Task 2: Prepare Draft IS/ND** | | |
| Grassetti | 16 hrs @ $160/hr | $2560 |
| Subconsultants | 10 hrs @ $150/hr | $1500 |
| WP/Graphics | 4 hrs @ $65/hr | $ 260 |
| Expenses (reproduction/distribution) | | $ 500 |
| **Total Task 2:** | | **$4820** |
| | | |
| **Task 3: Respond to Public Comments/Prepare Administrative Final and Final IS/MMRP** | | |
| Grassetti | 24 hrs @ $160/hr | $3840 |
| Subconsultants | 8 hrs @ $150/hr | $1200 |
| Expenses (reproduction/distribution) | | $ 500 |
| **Total Task 3:** | | **$5540** |
| | | |
| **Task 4: Meetings/Hearings (4 meeting or hearing attendances)** | | |
| Grassetti | 20 hrs @ $160/hr | $3200 |
| Expenses | | $200 |
| | | **$3400** |
| **Total Tasks 1-4:** | | **$49,920** |

**Additional Meeting/Hearing Attendances:** Estimate $800/meeting/hearing

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Construction Contract Award for the Castro/Mistral Elementary Schools Phase 2 – New Construction Project

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
The Board will consider award of a contract for the Castro/Mistral Elementary Schools Phase 2 – New Construction Project.

On January 24, 2017, the District received contractor bids for the Castro/Mistral Elementary Schools Phase 2 – New Construction Project. Two (2) bids were received and the apparent low responsive and responsible bidder is BHM Construction, Inc. The District's Measure G Bond Program manager, Greystone West, has reviewed the bid for conformance with District and statutory requirements.

**Fiscal Implication:**
The contract amount will be $23,924,000.00 with all costs to be charged to the Measure G bond program.

**Recommended Action:**
That the Board of Trustees award the construction contract for the Castro/Mistral Elementary Schools Phase 2 – New Construction Project to BHM in the amount of $23,924,000.00

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Letter of Recommendation - Castro Mistral Phase 2 New Construction Award | Backup Material | 1/25/2017 |

GREYSTONE
WEST COMPANY
CONSTRUCTION MANAGEMENT

January 25, 2017

Robert Clark
Mountain View Whisman School District
750-A San Pierre Way
Mountain View, CA 94043

RE: **Mariano Castro Elementary School and Gabriela Mistral Elementary School Phase 2 New Construction Project**

In our capacity as the District's Construction Manager, we have completed a review of the Bid Proposals submitted by all prospective bidders of the Mariano Castro Elementary School and Gabriela Mistral Elementary School Phase 2 New Construction Project that was bid on Tuesday, January 24, 2017 at 2:00 pm. In our review, we found that BHM Construction, Inc. has submitted the responsive and responsible low bid for the subject project.

1) BHM Construction, Inc. has a valid California Contractor's License with a 'B' – General Building classification. The License is current and active.

2) Their proposed surety company, Travelers Casualty and Surety Company of America, is licensed to do business in California and is rated A++ (Superior) by A.M Best Rating Center.

3) Their recent and past experience indicates that they are financially capable and possess the resources to perform on a project of this magnitude.

4) Their bid documents appear to be in order with all required submissions.

5) After publishing this project in the Mountain View Voice, ten (10) firms attended the mandatory pre-bid conference and two (2) bids were received:

| | |
|---|---|
| BHM Construction, Inc. | $23,924,000 |
| C. Overaa & Co. | $25,710,000 |

The construction budget for this project was $20,160,000.

The bid amount exceeds the published construction budget by $3,764,000 however offers the District the best value based on the bids received and current market. Greystone West will work closely with BHM Construction and the District to search for value engineering opportunities as the project moves forward.

In conclusion, based upon the above, it is our recommendation that the District award the contract for the Mariano Castro Elementary School and Gabriela Mistral Elementary School Phase 2 New Construction Project in the amount of Twenty Three Million Nine Hundred Twenty Four Thousand Dollars ($23,924,000.00) to BHM Construction, Inc.

Please do not hesitate to contact Greystone West Company with any questions or concerns.

Sincerely,
Greystone West Company

Jason Cave
Project Manager

Encl: CSLB License Check – BHM Construction
DIR Registration – BHM Construction
CA DOI - Travelers Casualty and Surety Company of America
AM Best Rating - Travelers Casualty and Surety Company of America
Bid Results

# CONTRACTORS STATE LICENSE BOARD

# Contractor's License Detail for License # 900404

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 1/25/2017 1:14:25 PM

## Business Information

B H M CONSTRUCTION INC
221 GATEWAY ROAD STE #405
NAPA, CA 94558
Business Phone Number:(707) 643-4580

| | |
|---|---|
| **Entity** | Corporation |
| **Issue Date** | 07/18/2007 |
| **Reissue Date** | 02/22/2008 |
| **Expire Date** | **02/28/2018** |

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

B - GENERAL BUILDING CONTRACTOR
A - GENERAL ENGINEERING CONTRACTOR

## Bonding Information

**Contractor's Bond**

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
**Bond Number:** 105679726
**Bond Amount:** $15,000
**Effective Date:** 01/01/2016
Contractor's Bond History

**Bond of Qualifying Individual**

The qualifying individual JEFFERY DAVID MAZET certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
**Effective Date:** 03/09/2010
BQI's Bond History

## Workers' Compensation

This license has workers compensation insurance with the SENTINEL INSURANCE COMPANY LTD
**Policy Number:**57WEAZH5027
**Effective Date:** 04/02/2016
**Expire Date:** 04/02/2017
Workers' Compensation History

## Miscellaneous Information

02/22/2008 - LICENSE REISSUED TO ANOTHER ENTITY

## Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

# Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

*Enter at least one search criteria to display active registered public works contractor(s) matching your selections.*

**Registration Year:** Current Fiscal Year: 2016/17

**PWC Registration Number:** 1000000064

**Contractor Legal Name:** example: ABC COMPANY Contractor License Lookup

**License Number:** example: 123456

**County:** Select County

Search Reset

Export as: Excel | PDF

**Search Results**

One registered contractor found. **1**

| Details | Legal Name | Registration Number | County | City | Registration Date | Expiration Date |
|---|---|---|---|---|---|---|
| View | BHM CONSTRUCTION, INC. | 1000000064 | NAPA | NAPA | 06/07/2016 | 06/30/2017 |

v2.20160101



**Copyright © 2015 State of California**

CALIFORNIA DEPARTMENT OF INSURANCE


- Company Profile
  - Company Search
  - Company Search Results
  - Company Information
  - Old Company Names
  - Agent for Service
  - Reference Information
  - NAIC Group List
  - Lines of Business
  - Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
  - Annual Statements
  - Quarterly Statements
- Company Complaint
  - Company Performance & Comparison Data
  - Company Enforcement Action
  - Composite Complaints Studies
- Additional Info
  - Find A Company Representative In Your Area
  - View Financial Disclaimer


## COMPANY PROFILE

### Company Information

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**ONE TOWER SQUARE**
**HARTFORD, CT 06183**

### Old Company Names

| Old Company Names | Effective Date |
|---|---|
| AETNA CASUALTY & SURETY COMPANY OF AMERICA | 07/01/1997 |

### Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

### Reference Information

| | |
|---|---|
| NAIC #: | 31194 |
| California Company ID #: | 2444-8 |
| Date Authorized in California: | 07/31/1981 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | CONNECTICUT |

back to top

### NAIC Group List

NAIC Group #: 3548 Travelers Grp

### Lines Of Business

The company is authorized to transact business within these lines of insurance.
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

A.M. Best Rating Services

# Travelers Casualty and Surety Company of America (?)

**A.M. Best #: 003609 NAIC #: 31194 FEIN #: 060907370**

**Domiciliary Address**
One Tower Square
Hartford, CT 06183
United States

**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 860-277-7002

Financial Strength Rating
BEST
A++ Superior
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating View Definition**

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 22, 2016 |
| **Initial Rating Date:** | June 30, 1975 |

**Long-Term Issuer Credit Rating View Definition**

| | |
|---|---|
| **Long-Term:** | aa+ |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 22, 2016 |
| **Initial Rating Date:** | April 18, 2005 |

u Denotes Under Review Best's Rating

**AMB Rating Unit**

**Note:** This data record represents an **AMB Rating Unit** and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

| AMB # | Company Name | Best's FSR | Best's ICR |
|---|---|---|---|
| 087376 | Travelers Cas & Sur Co of Europe Ltd | A++ | aa+ |

**Best's Credit Rating Analyst**

**Rating Issued by**: A.M. Best Rating Services, Inc.
**Senior Financial Analyst:** Gregory Dickerson
**Director:** Jennifer Marshall, CPCU, ARM

**Disclosure Information**

View A.M. Best's Rating Disclosure Form

A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
July 22, 2016

## Rating History

A.M. Best has provided ratings & analysis on this company since 1975.

**Financial Strength Rating**

| Effective Date | Rating |
|---|---|
| 7/22/2016 | A++ |
| 5/28/2015 | A++ |
| 5/23/2014 | A++ |
| 5/30/2013 | A+ |
| 5/10/2012 | A+ |

**Long-Term Issuer Credit Rating**

| Effective Date | Rating |
|---|---|
| 7/22/2016 | aa+ |
| 5/28/2015 | aa+ |
| 5/23/2014 | aa+ |

| | |
|---|---|
| 5/30/2013 | aa |
| 5/10/2012 | aa |

## AMB Credit Reports

**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data. Report Revision Date: 7/22/2016 (represents the latest significant change).

Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

## Press Releases

| Date | Title |
|---|---|
| Jul 22, 2016 | A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries |
| May 28, 2015 | A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries |
| May 23, 2014 | A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries |
| May 30, 2013 | A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries |
| May 10, 2012 | A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries |
| May 26, 2011 | A.M Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries |
| Jun 08, 2010 | A.M. Best Upgrades Issuer Credit Ratings of Travelers Group |
| May 15, 2009 | A.M. Best Revises Outlook to Positive for Issuer Credit Ratings of Travelers Group |
| Feb 06, 2009 | A.M. Best Withdraws Ratings of Seaboard Surety Company Due to Merger With Affiliate |
| Jun 03, 2008 | A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries |

1 2 3 Page size: 10 22 items in 3 pages

**European Union Disclosures**
A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

**Australian Disclosures**
A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice**: A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Understanding Best's Credit Ratings.


Copyright © 2017 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

# Mariano Castro Traditional School / Gabriela Mistral Dual Immersion School
## Phase 2 New Construction

**Tuesday, January 24, 2017** **Bid Results** **2:00PM**

| Contractor | Add 1-4 | Base Bid | Pre-Qualified | Bid Signed | Bid Bond | Design. of Subs | Non-Collusion Affidavit | Site Visit Certificaton | Iran Contracting Certificaton |
|---|---|---|---|---|---|---|---|---|---|
| BHM Construction | X | $23,924,000.00 | X | X | X | X | X | X | X |
| Overaa | X | $25,710,000.00 | X | X | X | X | X | X | X |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Approval of Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Bubb Elementary School, Huff Elementary School, and Landels Elementary School

**Estimated Time:** Consent

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
The modernization project at Bubb, Huff and Landels requires that leased portable classrooms be installed to house students during construction. The administration has solicited proposals from Mobile Modular Management Corporation for the delivery, installation, rental and subsequent removal of the portable classrooms based on pricing secured under the Franklin McKinley School District Piggy Back Contract. Piggybacking on this Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Bubb, Huff and Landels Elementary Schools is in the best interest of the District pursuant to Public Contract Code section 20118 and District Board Policy No. 3311, Bids.

**Fiscal Implication:**
The cost to install, rent and remove the portables buildings is incorporated into the project budget. Totals for each site is as follows:

Bubb Elementary School – 8 classroom buildings
- Installation – $50,800
- Monthly Rental – $4,720 ($590 per building per month)
- Removal - $31,776

Huff Elementary School – 5 classroom buildings
- Installation – $31,750
- Monthly Rental – $2,950 ($590 per building per month)
- Removal - $19,860

Landels Elementary School – 10 classroom buildings
- Installation – $63,500
- Monthly Rental – $5,900 ($590 per building per month)
- Removal - $39,720

**Recommended Action:**
That the Board of Trustees approve the Contract Incorporating Franklin-McKinley School District Piggyback Contract for Modular Classroom Buildings at Benjamin Bubb Elementary School, Frank L. Huff Elementary School, and Edith Landels Elementary School as in the best interest of the District pursuant to Public Contract Code section 20118 and District Board Policy No. 3311, Bids.

**ATTACHMENTS:**

| Description | Type | Upload Date |
| --- | --- | --- |
| Mobile Modular Lease Agreements for Bubb, Huff, and Landels Elementary Schools Portable Housing Project 2Feb2017 | Backup Material | 1/23/2017 |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032173.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Customer & Site Information

**Customer Information:**
**Mountain View-Whisman SD**
750A San Pierre Way
Mountain View, CA 94043
Robert Clark
rclark@mvwsd.org
6505263500

**Site Information:**
Mountain View-Whisman SD
525 Hans Avenue
Bubb Elem
Mountain View, CA 94040
Todd Lee
todd@greystonewest.com
(707) 479-9876

**Customer PO/Reference:**
Exp: //
By:

## Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

## Product Information

| | Qty | Monthly Rent | Extended Monthly Rent | Taxable |
|---|---|---|---|---|
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Delivery:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW)<br>*Prevailing Wage Cert. Payroll* | 32 | **$16.00** | **$512.00** | N |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW)<br>*Prevailing Wage Cert. Payroll* | 32 | **$16.00** | **$512.00** | N |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032173.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | | |
|---|---|---|---|---|
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032173.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

*Prevailing Wage Cert. Payroll* $6,350.00

| | |
|---|---|
| **Subtotal of Monthly Rent:** | $4,720.00 |
| **Monthly Personal Property Expense (PPE):** | $0.00 |
| **Taxes on Monthly Charges:** | $0.00 |
| **Total Monthly Charges (incl Taxes & PPE):** | $4,720.00 |
| **Subtotal of One-Time Charges upon Delivery :** | $50,800.00 |
| **Taxes On One Time Charges:** | $0.00 |
| **Security Deposit:** | $0.00 |
| **Est. Initial Invoice:** | **$55,520.00** |

***Charges Upon Return:***

| | Qty | Charge Each | Total One Time Taxable | |
|---|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032173.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | | |
|---|---|---|---|---|
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

## Special Notes

**Additional Note:** Quote and contract are based on 2013 Franklin-McKinley SD Project No. 13047 Piggy Back Bid. Modifications include two single occupancy restrooms per Franklin McKinley SD Piggy Back Bid
**Block/Level:** Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
**Flooring (Carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.
**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, 11' straight run, standard factory ramp, and wood sill foundation for level site.
**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.
**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
**Product Availability:** Product availability and delivery date is subject to stock on hand upon receipt of signed contract and/or credit approval.
**Ramps:** Site conditions may affect 11' straight run factory ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps - new ramps available for purchase only.
**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.
**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.
**Used building rental:** Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.
**Buildings containing a restroom(s):** Restrooms are not self-contained. Includes (2) single occupancy restrooms with adult height fixtures. Plumbing POC above finished floor height. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

## Special Terms & Important Contractual Information

- A minimum cleaning charge of $125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer’s site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be

applied against account balance at the end of the contract.

- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

## Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

| Item & Description | Qty | Item Code | Ins. Value |
|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032173.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

| **LESSOR:** Mobile Modular Management Corporation | **LESSEE:** Mountain View-Whisman SD |
|---|---|
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## ATTACHMENT A

## LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [https://www.MobileModular.com/ContractTerms] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default":** (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032172.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Customer & Site Information

**Customer Information:**
**Mountain View-Whisman SD**
750A San Pierre Way
Mountain View, CA 94043
Robert Clark
rclark@mvwsd.org
6505263500

**Site Information:**
Mountain View-Whisman SD
253 Martens Avenue
Huff Elem
Mountain View, CA 94040
Todd Lee
todd@greystonewest.com
(707) 479-9876

**Customer PO/Reference:**
Exp: //
By:

## Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

## Product Information

| | Qty | Monthly Rent | Extended Monthly Rent | Taxable |
|---|---|---|---|---|
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Delivery:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW)<br>*Prevailing Wage Cert. Payroll* | 32 | **$16.00** | **$512.00** | N |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW)<br>*Prevailing Wage Cert. Payroll* | 32 | **$16.00** | **$512.00** | N |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032172.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | | |
|---|---|---|---|---|
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

| | |
|---|---|
| **Subtotal of Monthly Rent:** | $2,950.00 |
| **Monthly Personal Property Expense (PPE):** | $0.00 |
| **Taxes on Monthly Charges:** | $0.00 |
| **Total Monthly Charges (incl Taxes & PPE):** | $2,950.00 |
| **Subtotal of One-Time Charges upon Delivery :** | $31,750.00 |
| **Taxes On One Time Charges:** | $0.00 |
| **Security Deposit:** | $0.00 |
| **Est. Initial Invoice:** | **$34,700.00** |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Return:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032172.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

## Special Notes

**Additional Note:** Quote and contract are based on 2013 Franklin-McKinley SD Project No. 13047 Piggy Back Bid. Modifications include two single occupancy restrooms per Franklin McKinley SD Piggy Back Bid
**Block/Level:** Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
**Flooring (Carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.
**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, 11' straight run, standard factory ramp, and wood sill foundation for level site.
**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.
**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
**Product Availability:** Product availability and delivery date is subject to stock on hand upon receipt of signed contract and/or credit approval.
**Ramps:** Site conditions may affect 11' straight run factory ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps - new ramps available for purchase only.
**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.
**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.
**Used building rental:** Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.
**Buildings containing a restroom(s):** Restrooms are not self-contained. Includes (2) single occupancy restrooms with adult height fixtures. Plumbing POC above finished floor height. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

## Special Terms & Important Contractual Information

• A minimum cleaning charge of $125 per floor will apply for modular buildings.
• Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits,

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032172.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.

- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

## Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

| Item & Description | Qty | Item Code | Ins. Value |
|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032172.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

| **LESSOR:** Mobile Modular Management Corporation | **LESSEE:** Mountain View-Whisman SD |
|---|---|
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## ATTACHMENT A

## LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [https://www.MobileModular.com/ContractTerms] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default":** (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032171.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Customer & Site Information

**Customer Information:**
**Mountain View-Whisman SD**
750A San Pierre Way
Mountain View, CA 94043
Robert Clark
rclark@mvwsd.org
6505263500

**Site Information:**
Mountain View-Whisman SD
115 West Dana Street
Landels Elem
Mountain View, CA 94041
Todd Lee
todd@greystonewest.com
(707) 479-9876

**Customer PO/Reference:**
Exp: //
By:

## Mobile Modular Contact

Questions?

Please Contact: Carl Yeremian
Carl.Yeremian@mobilemodular.com
Direct Phone: (925) 453-3118
All other inquiries: (925) 606-9000

## Product Information

| | Qty | Monthly Rent | Extended Monthly Rent | Taxable |
|---|---|---|---|---|
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |
| Classroom, 24x40 DSA (Item1001)<br>*Right Hand Door Configuration. Open plan. Tackboard interior.* | 1 | **$590.00** | **$590.00** | N |

| | Qty | Charge Each | Total One Time | Taxable |
|---|---|---|---|---|
| ***Charges Upon Delivery:*** | | | | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials<br>*Line 488 per Franklin-McKinley SD Piggy Back Bid* | 1 | **$988.00** | **$988.00** | N |
| Block and Level Building (B5) (PW)<br>*Prevailing Wage Cert. Payroll* | 1 | **$3,100.00** | **$3,100.00** | N |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW)<br>*Prevailing Wage Cert. Payroll* | 32 | **$16.00** | **$512.00** | N |
| | | | $6,350.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |

| | | | | |
|---|---|---|---|---|
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032171.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Additional labor and materials | 1 | **$988.00** | **$988.00** | N |
| *Line 488 per Franklin-McKinley SD Piggy Back Bid* | | | | |
| Block and Level Building (B5) (PW) | 1 | **$3,100.00** | **$3,100.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| Delivery Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| Installation, Ramp Skirting (PW) | 32 | **$16.00** | **$512.00** | N |
| *Prevailing Wage Cert. Payroll* | | | | |
| | | | $6,350.00 | |

| | |
|---|---|
| **Subtotal of Monthly Rent:** | $5,900.00 |
| **Monthly Personal Property Expense (PPE):** | $0.00 |
| **Taxes on Monthly Charges:** | $0.00 |
| **Total Monthly Charges (incl Taxes & PPE):** | $5,900.00 |
| **Subtotal of One-Time Charges upon Delivery :** | $63,500.00 |
| **Taxes On One Time Charges:** | $0.00 |
| **Security Deposit:** | $0.00 |
| **Est. Initial Invoice:** | **$69,400.00** |

***Charges Upon Return:***

| | Qty | Charge Each | Total One Time Taxable | |
|---|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

**Classroom, 24x40 DSA (Item1001)**

| | | | | |
|---|---|---|---|---|
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032171.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | | |
|---|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |
| **Classroom, 24x40 DSA (Item1001)** | | | | |
| Prepare Equipment For Removal (B5) (PW) | 1 | **$2,062.00** | **$2,062.00** | N |
| Removal, Ramp Skirting (PW) | 32 | **$5.00** | **$160.00** | N |
| Return Haulage Lowboy 12 wide | 2 | **$875.00** | **$1,750.00** | N |
| | | | $3,972.00 | |

## Special Notes

**Additional Note:** Quote and contract are based on 2013 Franklin-McKinley SD Project No. 13047 Piggy Back Bid. Modifications include two single occupancy restrooms per Franklin McKinley SD Piggy Back Bid
**Block/Level:** Price assumes building is installed on a MMMC standard foundation. MMMC assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Custom ramping, Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.
**Flooring (Carpet):** This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
**Delivery Date:** Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.
**Delivery of Equipment:** Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
**DSA Classrooms include:** (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to

ceiling for future pull station & horn, skirting for perimeter of building only, 11' straight run, standard factory ramp, and wood sill foundation for level site.
**Fire Related Items:** Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.
**General:** Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
**Product Availability:** Product availability and delivery date is subject to stock on hand upon receipt of signed contract and/or credit approval.
**Ramps:** Site conditions may affect 11' straight run factory ramp configuration and cost. Ramp transitions by others (from end of ramp to grade). If applicable, extended or custom rails by others. Ramp skirting is optional. MMMC provides used/refurbished ramps - new ramps available for purchase only.
**Site Installation Requirements:** Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.
**Site Plan Review:** Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.
**Used building rental:** Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
**Yes - Prevailing Wage:** Pricing includes prevailing wage and certified payroll for installation work performed on site.
**Buildings containing a restroom(s):** Restrooms are not self-contained. Includes (2) single occupancy restrooms with adult height fixtures. Plumbing POC above finished floor height. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

## Special Terms & Important Contractual Information

- A minimum cleaning charge of $125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer’s site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

## Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

| Item & Description | Qty | Item Code | Ins. Value |
|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032171.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

| | | | |
|---|---|---|---|
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |
| **Classroom, 24x40 DSA (Item1001)** | **1** | **1001** | **$42,750.00** |

**Mobile Modular Management Corporation**
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

# Lease Agreement

Contract: 210032171.1
**Contract Term: 36 Months**
Date Printed: 01/18/2017
Start Rent Date: 06/05/2017

## Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

| **LESSOR:** Mobile Modular Management Corporation | **LESSEE:** Mountain View-Whisman SD |
|---|---|
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## ATTACHMENT A

## LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [https://www.MobileModular.com/ContractTerms] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default":** (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Crittenden Middle School Library/ Classroom Building and Auditorium Project (Phase 2 & 3 Increment 2) - BHM Construction Change Order #4

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
During Crittenden Middle School Library/ Classroom Building and Auditorium Project (Phase 2&3 Increment 2) unforeseen conditions, design changes, and owner requests have occurred, resulting in additions/changes in scope to the original project. These additions/changes require contingency money to be used. The contingency monies required for Change Order #4 will not exceed $314,853. A summary of Change Order #4 is attached.

**Fiscal Implication:**
The total construction contingency of $897,495.45 was budgeted for this project.
Change Order #1 for $139,788 was approved on June 2, 2016.
Change Order #2 for $55,538 was approved on August 18, 2016.
Change Order #3 for $170,620 was approved on October 12, 2016.
Change Order #4 for $314,853 will reduce the remaining contingency amount to $216,696.45, with 80% of the project complete.

**Recommended Action:**
That the Board of Trustees approve Change Order No. 4, related to the Crittenden Middle School Library/ Classroom Building and Auditorium Project (Phase 2 & 3 Increment 2).

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Crittenden Phase 2 and 3 Library/Classroom Building and Auditorium - Change Order No. 4 | Backup Material | 1/24/2017 |

GREYSTONE
WEST COMPANY
CONSTRUCTION MANAGEMENT

January 10, 2017

Robert Clark
Mountain View Whisman School District
750-A San Pierre Way
Mountain View, CA 94043

RE: **Change Order #4 Justification: Crittenden Middle School Phase 2 and 3 Library/Classroom Building and Auditorium Project Increment 2 – BHM Construction Inc. – Mountain View Whisman School District**

**Crittenden Middle School Library/Classroom Building Phase 2 Increment 2 – DSA APP #: 01-114601**

**Item # 1 – Cost to Extend Underground Fire Line to Point of Connection (CPE 39r1)**

This change is the result of an unforeseen condition. The asbuilt documents for the campus indicated the existing fire line was at the east end of the Library Courtyard, however during excavation the line was not in the location shown. After locating work was performed the line was located at the south end of the multi-use building approximately 100' away from what was indicated on the documents. As a result, the underground fire line had to be extended to the new point of connection. **$12,831**

**Item # 2 – Added Backing for Wall Framing at Building 200 (CPE 57)**

This change is the result of an unforeseen condition. The asbuilt documents for building 200 indicated ceiling joists in building 200 ran east to west, however after the existing ceiling was demolished it was discovered that in Room 215, they ran north/south. To provide fire blocking necessary at the head of the new walls, blocking had to be added between the ceiling and bottom of the roof deck above. **$3,251**

**Item # 3 – Added Wall Furring at Mop Sink In Video Production Classroom (CPE 93)**

This change is the result of a design revision. To install the sewer vent for the mop sink in the video production classroom, wall furring had to be added to the south wall to allow the vent to pass by a steel beam located at the head of the wall. **$1,262**

**Item # 4 – Relocate Fire Sprinkler Main at Stair 2 (CPE 98)**

This change is the result of a design revision. The bid documents indicated the fire sprinkler main was to run overhead above the 2nd floor landing at stair no. 2. However, installing the main in this area resulted in a ceiling height lower than what is required by code which is 6'-9". To raise the ceiling height, the fire sprinkler piping was relocated to the adjacent stairwell out bound of the stair landing. **$760**

**Item # 5 – Install New Wider Door and Frame in Elevator Machine Room (CPE 101)**

This change is the result of a design revision. The door for the elevator machine room was specified as a 3'-0" wide door. During the submittal process, it was realized that the elevator machine width was 3'-2" at its narrowest point. Should the elevator machine ever need to be replaced in the future, the door was widened to a 3'-6" door to allow the machine to be removed and re-installed. **$1,745**

**Item # 6 – Added Sill Framing at Stair 1 Landing (CPE 104)**

This change is the result of a design revision. The structural steel at stair no. 1 was 2" higher than the exterior metal stud framing. In order to conceal the structural steel so it was not visible through the adjacent windows, additional metal stud framing was added to build up the window sill. **$1,181**

**Item # 7 – Change in Wall Type at Grid Line B (CPE 112)**

This change is the result of a design revision. To accommodate plumbing piping in the interior wall along grid line B, the wall was changed from a 10" to a 12" stud wall. The cost of item no. 7 includes the increase in labor and material cost to install the deeper wall. **$320**

**Item # 8 – Added Shim Plates for Elevator Guide Rails (CPE 118)**

This change is the result of a design revision. The bid documents indicate the elevator guide rails were to attached directly to the structural steel in the elevator shaft. However, a direct attachment would not allow for code required fire proofing in the elevator shaft. To achieve the proper fire rating the elevator guide rails had to be shimmed out to extend 2" past the structural steel. **$5,197**

**Item # 9 – Cost to provide Telephone and Revised Electrical to the Elevator (CPE 121)**

This change is the result of a design oversight. The bid documents did not include a telephone line to the elevator machine room which is required by code. Additionally, there was power required at the elevator for a light in the elevator pit, power to the shunt trip as well as some added fire alarm integration needed to satisfy the requirements of the state elevator inspector. The cost for item no. 9 includes the labor, material and equipment required to provide the added power, fire alarm and telephone lines. **$10,302**

**Item # 10 – Added TV Outlet in Room 135 (CPE 124)**

This change is the result of a design revision. The bid documents did not indicate a TV outlet at the south wall of the library, however a TV was to be installed at this location. To provide full functionality at the TV in the library, a TV jack and coaxial cable were added. **$1,211**

**Item # 11 – Welding of HVAC Units to Curbs (CPE 128)**

This change is the result of an unforeseen condition. The bid documents indicated a bolted connection of the HVAC units to the mechanical equipment curbs. However due to the layout of the structural steel and curbs a bolted connection was not possible as there was no access to the bolt locations. As a result, the connection was changed to a welded connection. The cost included for item no. 11 includes the labor, material and equipment difference between the bolted and welded connections for the HVAC units. **$2,019**

**Item # 12 – Added Condensate Drains for Fan Coil Units (CPE 137)**

This change is the result of a design oversight. The plumbing drawings did not include drainage for the condensate drains for the fan coil units. The cost included for item no. 12 includes the labor and material required to install the condensate drain piping. **$2,258**

**Item # 13 – Backing for Relocated Light Fixture (CPE 142)**

This change is the result of a design revision. Due to a conflict with light fixtures and casework in the library, the Type L light fixtures had to be relocated to a location above the casework, however there was no backing in the wall at the new

locations. The cost for item no. 13 includes the labor and material required to install the additional backing for the Type L fixtures. **$1,084**

**Item #14 – Added Studs at Wall Section over 27' in Height (CPE 143)**

This change is the result of a design revision. The bid documents included metal stud framing details for walls up to 27' in height. During construction, it was discovered that there was one section of wall in the library building which was as high as 30'. In order to provide adequate structural support at this wall section, the structural engineer required the contractor to install back to back studs at this wall section. The cost included with item no.14 includes the labor and material required to furnish and install the additional metal stud framing. **$3,081**

## Total of Library/Classroom Building Project - $46,502

## Crittenden Middle School Auditorium Building Phase 3 Increment 2 – DSA APP #: 01-114554

**Item # 15 – Additional Compaction of Building Pad (CPE 4r1)**

This change is the result of an unforeseen condition and a jurisdictional request. The building pad for the auditorium was constructed as part of the increment 1 project. Due to the lag between the completion of increment 1 and start of increment 2, the DSA field engineer required the building pad be re-certified by the geotechnical engineer. Upon review of the pad, the geotechnical engineer required the increment 2 contractor to recompact several areas of the pad. The cost included for item no. 15 includes the labor and equipment required to compact the building pad with a vibratory roller. **$1,823**

**Item # 16 – Increased Footing Depth at Tube Steel Column Locations (CPE 8)**

This change is the result of a design revision. The bid documents indicated a 12" deep footing at the 10"x10" and 12"x12" tube steel column locations, however the documents also required 18" of embedment for anchor bolts at these columns. To achieve the required 18" embedment the concrete footing depth was increased to 24" at the column locations. **$3,040**

**Item # 17 – Excavate and place Concrete Slurry under Spread Footings (CPE 30r1)**

This change is the result of an unforeseen condition. During placement of the concrete foundation, the geotechnical engineer discovered the soil conditions below several brace frame locations was saturated and not a suitable base for the brace frame foundations. To provide a solid base and prevent settling in the future the geotechnical engineer recommended the saturated soil be removed and replaced with a lean concrete slurry mix. **$5,487**

**Item # 18 – Demolish Unforeseen Concrete at Gas Line Point of Connection (CPE 36)**

This change is the result of an unforeseen condition. During excavation for the new point of connection for the gas line, a large amount of concrete from what looked to be an old building footing was discovered in the trench location. The contractor incurred additional demolition, removal and disposal costs due to the existing concrete. **$1,357**

**Item # 19 – Add Fire Alarm Connection to Existing Post Indicator Valve (CPE 41)**

This change is the result of a jurisdictional request and a design revision. During a field visit from the DSA field engineer, it was discovered that an existing post indicator valve for the fire sprinkler system for the kitchen building was not monitored by the fire alarm system. To comply with current codes, a flow switch and connection to the fire alarm system was added to the existing post indicator valve. **$2,162**

**Item # 20 – Additional Electrical Devices Added to the Stage (CPE 60)**

This change is the result of a district request. In order to provide better functionality at the stage, additional electrical receptacles and audio visual equipment connection points were added at the east and west walls of the stage. **$4,838**

**Item # 21 – Base rock at Vertical Curbs (CPE 65)**

This change is the result of a design revision. The bid documents indicated a 12" subgrade section for the asphalt paving. However, the concrete curbs in the parking lot were 18" tall, 6" above grade and 12" below. In order to provide proper subgrade for the concrete curbs the civil engineer required the contractor to excavate and additional 4" of native soil and replace with class 2 base rock below the concrete curbs. **$1,949**

**Item # 22 – Increased Depth of Light Post Footing Adjacent to Bioswale (CPE 67r1)**

This change is the result of a design revision. During installation of the site lighting it was realized that the site light post footings which were called out to be 4' deep footings, would be installed adjacent to the bio-swale basins which were also 4' deep and would not provide adequate support for the footings. In order to place the light post footings to have 4' bearing in native, undisturbed soils, the footings were increased to 9' deep. **$831**

**Item # 23 – Added Steel Beams for Roof Hatch Support (CPE 69r1)**

This change is the result of a design revision. During structural steel installation, it was determined that the roof hatch for access to the high roof above the stage could not be installed at the location indicated on the bid documents due to a conflict with a brace frame wall below. The roof hatch was then shifted approximately 5' to the west. To provide adequate structural support at the new roof hatch location, steel beams had to be added at the east and west side of the hatch. **$4,116**

**Item # 24 – Added Concrete Curbs at Planter Walls and Service Yard (CPE 73)**

This change is the result of a design oversight. The bid documents did not indicate any concrete curbs to retain the new asphalt at the service yard or concrete planters. To provide an adequate support and termination point at the new vehicular asphalt, a flush concrete curb was added. **$6,946.**

**Item # 25 – Added Steel Angle for Metal Stud Header Support (CPE 77)**

This change is the result of a design revision. The bid documents indicate a metal stud header was to be installed between aluminum storefront sections on grid line N and 3, however no connection was shown to the structural steel. To provide structural support for this header steel angles were added between the structural steel columns and metal stud header. **$1,013**

**Item # 26 – Replace Storm Drain Manhole at Northeast Drive Entrance (CPE 85r1)**

This change is the result of an unforeseen condition. The existing manhole was to be adjusted to the new grades at the entrance to the parking lot off Rock Street at the northeast corner of the project. However, it was discovered that due to the way the existing manhole and vault were installed the cover could not simply be adjusted using grade rings. To adjust the grade, the existing manhole and vault had to be demolished and replaced with a new vault. **$7,010**

**Item # 27 – Fire Alarm Monitoring of Backflow Preventer Devices and Post Indicator Valves on Rock Street (CPE 87r1)**

This change is the result of a design revision. The new back flow preventer and post indicator valves for the fire sprinkler systems installed at the northwest corner of the project along Rock Street did not include any connection to the campus' fire alarm system for monitoring. As the monitoring is required by code, flow switches, tamper switches and connection to the fire alarm system were added to these devices. A considerable

amount of trenching was required to add these devices. The cost for item no. 27 includes the labor, material and equipment required to install the added fire alarm devices. **$14,496**

**Item # 28 – Framing for Roof Ladder (CPE 91r2)**

This change is the result of a design revision. The bid documents indicated the roof mounted ships ladder to be installed at the top of the parapet wall on the auditorium roof. As the design team was concerned that the ladder would be visible from the ground below, the parapet wall was re-framed to allow the ladder to be installed 18" lower than initially planned which provides a better aesthetic appearance from the front of the auditorium building. The cost included for item no. 28 includes the labor and material required to reframe the parapet wall and provide flashing of the revised attachment points for the roof ladder. **$3,284**

**Item # 29 – Re-Route Fire Sprinklers at Structural Steel Beams (CPE 92)**

This change is the result of a design revision. The bid documents included a detail for fire sprinkler pipes penetrating steel beams. However, at 6 locations a 3" pipe which requires a 5" hole was shown to penetrate a 10" wide flange beam which cannot be done. As a result, additional offsets and bracing were added at each of the six locations to route the piping around the steel beam. **$4,492**

**Item # 30 – Relocate Wall in Conflict with Brace Frame at Crossover (CPE 94)**

This change is the result of a design revision. After door A114 was installed in the crossover at the back of the auditorium, it was discovered that the door location only allowed for 12" of clearance on the strike side of the door. Per code, minimum required clearance is 18". Due to a brace frame at this location, the door could not simply shift in the opposite direction to obtain the required clearance and as a result the wall had to be moved 10" to the north to allow the door framing to clear the brace frame. The cost included with item no. 30 include the labor and material required to relocate the wall in room 114. **$2,853**

**Item # 31 – Additional Support Framing at Patio Ceiling (CPE 95)**

This change is the result of a design revision. In order to keep the ceiling height at the covered patio as high as possible, the electrical conduit and fire sprinkler piping was run through the ceiling joists rather than lowering the ceiling and installing above. To compensate for the penetrations through the ceiling joists, additional vertical support was provided to the ceiling joist framing at each pipe penetration. **$1,536**

**Item # 32 – Framing to Conceal Exposed Steel Beam (CPE 96)**

This change is the result of an architectural oversight. During framing at the auditorium, it was discovered that a structural beam was left exposed on the low roof. To conceal the beam and provide a more watertight assembly, metal stud framing, densglass and stucco were added to conceal the beam. **$811**

**Item # 33 – Service Yard Revisions (CPE 97r2)**

This change is the result of a District request. Upon review of the work installed at the service yard adjacent to the kitchen building, the concern arose regarding the food service delivery trucks ability to enter the driveway and gate to the service yard. As a result, the approach, paving, access/security gates and associated site work was revised to provide easier access for the large semi's which delivery food and other supplies to the kitchen daily. The cost included for item no. 33 includes the labor, material, equipment and disposal fees required to make the requested revisions to the service yard. **$51,091**

**Item # 34 – Added Support Steel for Coiling Door (CPE 103)**

This change is the result of a design revision. The bid documents indicated the 2 coiling doors at the auditorium building were to mount to the metal stud framing at each opening. However, during review of the submittal for the 2 coiling doors it was determined that the metal stud framing would not support the weight of the doors or allow for the proper fire rating of the openings. To provide adequate structural support for the 2 coiling doors, tube steel columns were added to each side of the door at both openings. The cost for item no. 34 includes the labor and material required to install the added tube steel columns. **$5,017**

**Item # 35 – Soil Disposal from Over Excavation Work (CPE 106r1 and 107r1)**

This change is the result of an unforeseen condition. During excavation for the site paving and concrete work, the geotechnical engineer found that the existing on site soils were not suitable for sub-base at the new drive aisle locations. To provide a solid base and prevent settling of the new concrete and paving in the future, the geotechnical engineers recommended the removal of an additional 18" of existing soils, installation of stabilization fabric, and placement of 18" of class 2 base rock in its place. The costs for the over excavation work were included in a previous change order, however the disposal cost from the over excavated soil was excluded. The cost included in this change order for item no. 35 include trucking and disposal costs resulting from the off haul and disposal of the material. **$102,173**

**Item # 36 – Metal Stud Framing for Air Plenum (CPE 111)**

This change is the result of a design revision. The bid documents included a return air plenum at the west end of the auditorium. During construction, it was discovered that the air plenum was not completely enclosed where the plenum walls intersected steel beams. To enclose the plenum to allow for the desired air performance requirements, additional horizontal framing was added to conceal the plenum. **$4,093**

**Item # 37 – Signage at Auditorium Entrance (CPE 113 and 114)**

This change is the result of a District request. Signage reading "Auditorium" was added above the auditorium entrance. The cost included for item no. 37 includes the labor and material required to install the backing and signage. **$2,684**

**Item # 38 – Circuit for Connection of Roll Up Door to Fire Alarm (CPE 120)**

This change is the result of a design revision. The roll up door located between the stage and crossover is installed in a 1 hour fire rated wall. To meet fire code, the door operation needed to be tied to the fire alarm system to ensure the roll up door would close in the event of a fire. The cost included for item no. 38 includes the labor and material required to connect the roll up door motor to the fire alarm system. **$3,758**

**Item # 39 – Regrade East Parking Lot After City Water Main Project (CPE 122)**

This change is the result of a District request. During the auditorium project the City of Mountain View installed a new 10" water main in the easement from Rock Street to Middlefield through the east parking lot of the auditorium project. After the city work was complete there were some areas that required re-grading for this project. To maintain the warranty of the new paving, the contractor was directed to re-grade the east parking lot. **$4,940**

**Item 40 – Extend Building Footing for Gate Post Mounting (CPE 127)**

This change is the result of a design revision and a District request. In order to secure the walkway behind the auditorium building, gates were added at the east and west entrances to the walkway. As the new gate posts would be installed within 4" of the face of the building, the building footings had to be extended towards the walkway to allow for a mounting location for the gate posts. The cost included for item no. 39 includes the labor and material required to enlarge the footings. **$2,436**

**Item # 41 – Added Framing at Vestibule 117 to Conceal Structural Items (CPE 130)**

This change is the result of a design revision. A number of structural steel beams and columns were left exposed in the main vestibule entering the auditorium seating area. To provide a clean, aesthetically pleasing appearance entering the auditorium, metal stud framing, drywall and paint were added to enclose the structural items. **$4,514**

**Item # 42 – Regrading at Trash Enclosure (CPE 138)**

This change is the result of a differing site condition and a District request. The revisions to the service yard noted in item no. 33 above changed the grading of the service yard to allow for better drainage and ease of access for the larger food service delivery trucks. The regrading of the service yard left the concrete and paving around the trash enclosure low and created a potential ponding problem in the future. To eliminate the potential ponding, the asphalt paving around the trash enclosure was demolished regraded and replaced and a 3" topping slab was poured at the concrete trash enclosure pad. **$19,601**

**Total of Auditorium Project – $268,351**

**Change Order 4 Summary**
**Total of Library/Classroom Building Project – $46,502**
**Total of Auditorium Project – $268,351**

**Total Change Order No. 3 - $314,853**

In our capacity as the District's Construction Manager we have completed a review of Change Order #4.

The additional cost of Change Order #4 is: $314,853.00

The total Change Orders to date is $ 680,799.00

This equates to 3.84 % of the contract value. To date, BHM construction has completed 80.00% of the contract work.

There is $ 216,696.45 remaining in the Change Order Contingency.

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

Sincerely,
Greystone West Company

Jason Cave
Project Manager

**Crittenden Middle School**
**1701 Rock Street**
**Mountain View, CA 94043**

**CHANGE ORDER NO.4**

PROJECT: **Incr. No.2: P2 Library/Classroom**
**Incr. No.2:P3 Auditorium**
Crittenden Middle School
1701 Rock Street
Mountain View, CA 94043

Date of Issuance: **28 Dec 2016**

**AUD. DSA App. No: 01-114554**
**LIB. DSA App. No: 01-114601**
**DSA File No: 43-66**
Architect's Proj. No.: 14-11/02

OWNER: **Mountain View Whisman SD**
750 San Pierre Way
Mountain View CA 94043

| | |
|---|---|
| Item 1 - CPE 39r1: Added cost to extend fire line (RFI #47) | $ 12,831.00 |
| Item 2 – CPE66: Additional SOG Demo @ Bldg 200 | $ 1,473.00 |
| Item 3 – CPE74: Furnish and install TV in room 2F-215 | $ 1,612.00 |
| Item 4 – CPE 57: Add;l track installation at head of Bldg 200 walls (CCD 8) | $ 3,251.00 |
| Item 5 – CPE 93: Added Furred Wall at mop Sink (RFI 104) | $ 1,262.00 |
| Item 6 – CPE 98: Relocate Fire Sprinkler Main at Stair 2 (RFI 113) | $ 760.00 |
| Item 7 – CPE 101: New Dr & Frame for Elevator Machine Rm. (RFI 119) | $ 1,745.00 |
| Item 8 – CPE 104: Added Sill Framing (RFI 121) | $ 1,181.00 |
| Item 9 – CPE 112: Change in wall type J from 10" to 12" wall (RFI 38) | $ 320.00 |
| Item 10 – CPE 118: Shim Pates for Elevator Guide Rails (RFI 123) | $ 5,197.00 |
| Item 11 – CPE 121: Cost to provide tel. & elect. to elevator (RFI 1023.1) | $ 10,302.00 |
| Item 12 – CPE 124: Added TV outlet in Room 135 (RFI 135) | $ 1,211.00 |
| Item 13 – CPE 128: Weld HVAC Curbs where bolts not possible (RFI 87) | $ 2,019.00 |
| Item 14 – CPE 137: Add Condensate Drains at Library FCU (RFI 146) | $ 2,258.00 |
| Item 15 – CPE 142: Backing for Light (RFI 130) | $ 1,084.00 |
| Item 16 – CPE 143: Cost to install added studs at walls over 27 ft. (RFI 143) | $ 3,081.00 |
| **Total Library** | **$ 46,502.00** |

**Auditorium**

| | |
|---|---|
| Item 17 – CPE 4r1: Vibratory Roll Auditorium Pad (Cleary) | $ 1,823.00 |
| Item 18 – CPE 8: Change Footing Depths (RFI #1059) | $ 3,040.00 |
| Item 19 - CPE 30r1: Excavate & pour CSLM under ftgs (RFI 1077) | $ 5,487.00 |
| Item 20 - CPE 36: Demo unforeseen concrete at Gas Line POC | $ 1,357.00 |
| Item 21 – CPE 41: Add FA monitoring to PIV | $ 2,162.00 |

TO: **BHM Construction, Inc.**
221 Gateway Road W, Suite 405
Napa, CA 94558

---

Not valid until approved by Board of Trustees and signed by, District, Architect, Construction Manager, and contractor. This Change order includes all related costs and time required for the approved scope.

---

| | |
|---|---|
| **Library** Item 22 – CPE 60: Electrical added to stage area (ASI-09) | $ 4,838.00 |
| Item 23 – CPE 65: Add 4" AB at Vertical Curbs (RFI 1170) | $ 1,949.00 |
| Item 24 – CPE 67.1: Added Depth @ Lt. Post Ftgs adjacent to Bio-swale | $ 831.00 |
| Item 25 – CPE 69r1: Added Beams at Roof Hatch Location (CCD 25) | $ 4,116.00 |
| Item 26 – CPE 73: Curbs at Planters/Service Yard (RFI 1174) | $ 6,946.00 |
| Item 27 – CPE 77: Cost to install angle for Box Header support (CCD 27) | $ 1,013.00 |
| Item 28 – CPE 85r1: Adjust Existing Cone Manhole to Grade (RFI 1185) | $ 7,010.00 |
| Item 29 – CPE 87r1: Added Monitoring of PIVs and BFP's (RFI 1187) | $ 1 4,496.00 |
| Item 30 – CPE 91r2: Framing at Roof Ladder (ASI A-16.1) | $ 3,284.00 |
| Item 31 – CPE 92: Re-route Fire Sprinklers (RFI 119.1) | $ 4,492.00 |
| Item 32 – CPE 94: Relocate wall/door in conflict with brace frame (RFI 1196) | $ 2,853.00 |
| Item 33 – CPE 95: Reinforce joists at patio roof (RFI 1195 | $ 1,536.00 |
| Item 34 – CPE 96: Frame aroud steel beam at ext. aud. (RFI 1188 ) | $ 811.00 |
| Item 35 – CPE 97r2: Service Yard Changes (ASI 22R) | $ 51,091.00 |
| Item 36 – CPE 103: Coiling Door Support Steel (RFI 1203) | $ 5,017.00 |
| Item 37 – CPE 106r1: Class 2 soil disposal from Overex work | $ 69,504.00 |
| Item 38 – CPE 107r1: Class 2 soil disposal from Overex work | $ 32,669.00 |
| Item 39 – CPE 111: Framing at Air Plenum (RFI 1201) | $ 4,093.00 |
| Item 40 – CPE 113: Signage backing at Entrance (ASI 31) | $ 961.00 |
| Item 41 – CPE 114: Added Signage at Auditorium (ASI 31) | $ 1,723.00 |
| Item 42 – CPE 120: Added Circuit for Fire Rated Coiling Door (RFI 1200.1) | $ 3,758.00 |
| Item 43 – CPE 122: Regrade East Parking Lot at City Water Main Project | $ 4,940.00 |
| Item 44 – CPE 127: Cost to extend footings for gate post mounts (RFI 1216) | $ 2,436.00 |
| Item 45 – CPE 130: Added Framing at Vestibule A-117 (ASI 33) | $ 4,514.00 |
| Item 46 – CPE 138: Regrading at Trash Enclosure (RFI 1224.1) | $ 19,601.00 |
| **Total Auditorium** | **$ 268,351.00** |

**Total Change Order No.4 (Items 1-46)** **TOTAL** **$ 314,853.00**

| | |
|---|---|
| Original Contract Amount: | $17,685,089.00 |
| Previous Contract Amount from previous Change Order(s) | $18,051,035.00 |
| Amount of This Change Order: | $ 314,843.00 |
| Contract Amount including this Change Order: | $18,365,888.00 |
| The Contract Time will be unchanged: | (0) days |
| The date of Substantial Completion as of the date of this CO is therefore | unchanged |

**Crittenden Middle School**
**1701 Rock Street**
**Mountain View, CA 94043**

**CHANGE ORDER NO.4**

**Construction Manager**
Greystone West Company
621 West Spain St
Sonoma CA 9547
By: _____
Date: 1/17/17

School **District**
Mountain View Whisman School District
750 San Pierre Way
Mountain View, CA 94043
By: _____
Date: _____

**Contractor**
BHM Construction Inc
221 Gateway Road W, Suite 405
Napa, CA 94558
By: _____
Date: 1/12/17

**Architect**
Deems Lewis McKinley
77 Van Ness Avenue
San Francisco, CA 94102
By: _____
Date: 1.9.17

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Graham Middle School Auditorium Project (Phase 3 Increment 2) - BHM Construction Change Order #4

**Estimated Time:**

**Person Responsible:** Dr. Robert Clark, Associate Superintendent/Chief Business Officer

---

**Background:**
During Graham Middle School's Auditorium Project (Phase 3, Increment 2) unforeseen conditions, design changes, and owner requests have occurred, resulting in additions/changes in scope to the original project. These additions/changes require contingency money to be used. The contingency monies required for Change Order #4 will not exceed $64,143. A summary of Change Order #4 is attached.

**Fiscal Implication:**
The total construction contingency of $324,155 was budgeted for this project. Change Order #1 for $50,441 was approved on June 2, 2016.
Change Order #2 for $37,956 was approved on August 18, 2016.
Change Order #3 for $112,015 was approved on October 12, 2016.
Change Order #4 for $64,143 will reduce the remaining contingency amount to $71,489, with 93% of the project complete.

**Recommended Action:**
That the Board of Trustees approve Change Order No. 4, for the Graham Middle School Auditorium Project (Phase 3, Increment 2).

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Graham Phase 3 Auditorium Inc 2 - Change Order 4 | Cover Memo | 1/25/2017 |

GREYSTONE
WEST COMPANY
CONSTRUCTION MANAGEMENT

January 9, 2017

Robert Clark
Mountain View Whisman School District
750-A San Pierre Way
Mountain View, CA 94043

RE: **Change Order #4 Justification: Graham Middle School Auditorium Phase 3 Increment 2 Project- BHM Construction Inc.- Mountain View Whisman School District**

**Graham Middle School Auditorium Building Phase 3 Increment 2 – DSA APP #: 01-114534**

**Item # 1 – Separate Lime Treated Spoils for Backfill (CPE 12)**

This change is the result of an unforeseen condition. In order to stabilize the building pad during the winter month, the soil in the building footprint was lime treated. As underground utilities were installed after the lime treatment, the spoils from various excavations had to be off hauled separate of the native material as the landfills would not accept lime treated soils with native soils. The separate off haul resulted in additional handling and trucking costs to the contractor. **$1,404**

**Item # 2 – Demolish abandoned Concrete Storm Drain Piping (CPE 38)**

This change is the result of an unforeseen condition. During drilling for the piers for the covered canopy at the auditorium building, an abandoned 18" diameter concrete storm drain line was discovered in the location of the new canopy foundations. In order to install the new piers, the existing concrete pipe had to be demolished and capped. **$2,113**

**Item # 3 – Install EIFS at Parapet Wall Unit 7 (CPE 39)**

This change is the result of a design revision. The bid documents did not indicate an exterior wall finish at the parapet wall at the east elevation of unit 7. The cost for item no. 3 includes the labor and material required to install an EIFS (Exterior Insulated Finish System) at the parapet wall. **$4,341**

**Item # 4 – Install DTC Clips at the head of walls interior walls (CPE 70)**

This change is the result of a design revision. The bid documents indicated a welded connection of metal stud framing to the top tracks on the interior walls. However due to structural steel beams located adjacent to several interior walls the top tracks were not accessible for welding. The attachment was changed from a welded connection to a clip at these locations. **$4,962**

**Item # 5 – Added Backing for Roofing attachment (CPE 71r1)**

This change is the result of design revision. The bid documents indicated backing was to be installed at 30" above the roof deck for attachment of roofing termination bar. However, the roofing termination bars have to be installed at 30" on center at all vertical surfaces to comply with the manufacturer's warranty requirements. As the parapet walls are 48" in height in several locations, a second row of backing had to be added. **$6,784**

**Item # 6 – Provide 110v Power to Rooftop Exhaust**

This change is the result of an unforeseen condition. The HVAC unit for the main seating area was specified to have an exhaust fan which was powered from the HVAC unit itself. However, during construction, it was determined that the specified HVAC unit would not work in the location designed and as a result that unit was changed to a different make/model that would function in this application. The revised unit required a second power supply to power the exhaust fan. The cost for item no. 6 includes the labor and material required to provide the second 110v power supply. **$4,634**

**Item # 7 – Fire Blocking at Restroom Ceilings (CPE 86r2)**

This change is the result of a design revision. During a visit from the DSA field engineer, the engineer noted fire blocking would need to be installed at the perimeter walls of both restrooms to meet the fire code. The cost for item no. 7 includes all labor, material and equipment required to install the added fire blocking. **$5,012**

**Item # 8 – Relocate Fire Sprinkler Drains (CPE 87)**

This change is the result of a design oversight. The bid documents indicated two fire sprinkler drains for the building. However, these drains were not located in the low points in the fire sprinkler piping. In order for the drain lines to drain the entire system they were relocated to the low points of the system. $**1,985**

**Item # 9 – Added Flashing at Roof Access Doors (CPE 88)**

This is the result of a design revision. During installation of the rooftop access doors it was realized that one of the doors was exposed to the weather and not properly waterproofed. In order to completely waterproof this door and prevent possible water intrusion in the future, sheet metal flashing was installed at the head, sill and jambs of the man door. **$3,030**

**Item # 10 – Add Roof Drains at Mansard Roof (CPE 89r2)**

This change is the result of an unforeseen condition. The bid documents indicated scupper drains were to be installed to drain the sloped mansard roof. However, during installation it was realized the scupper drains could not be installed as the roof insulation at the perimeter of the mansard roof did not allow for the clearance needed to install the scuppers. As a result, the scuppers were changed to combination roof/overflow drains which were hard piped to the storm drain system. $**12,330**

**Item # 11 – Deleted Prime Coat Under AC Paving (CPE 90)**

This change is the result of a design revision. The specifications called for a prime coat to be installed under the new asphalt paving. The prime coast was deleted as typically a prime coat is not needed for a new paving section. The credit included with this change includes labor, material and equipment savings for the deleted work. **($4,200)**

**Item # 12 – Backing for Pipe Grid Mounting (CPE 91)**

This change is the result of a design revision. The bid documents indicated the pipe grid support was to be attached to the wall studs. However, the bracket for the pipe grid support was much wider than the wall studs so attachment was not possible. In order to provide proper attachment points for the pipe grid, metal backing was added at the perimeter walls of the auditorium. **$2,333**

**Item # 13 – Added Shaft Liner at HVAC Return Air Plenum (CPE 95r1)**

This change is the result of a design revision. During a site visit from the acoustical engineer, the engineer determined the sound created by the return air plenum located at the northwest corner of the stage could create unwanted noise during a performance. To eliminate the possibility of sound transfer to the stage, an acoustical liner was added to the return air plenum. **$5,050**

**Item # 14 – Welding of Unitstrut for Light Fixture Support (CPE 96r1)**

This change is the result of a design revision. The bid documents did not include an installation detail for the light fixtures above the seating area. To provide adequate support for the fixtures mounted above the main seating area unistrut channel was added above each light fixture. The unistrut was welded to the metal deck and the light fixture junction boxes were then attached to the unistrut. **$6,534**

**Item # 15 – Provide Power to Gravity Vents (CPE 99)**

This change is the result of a design revision. The specified gravity vents for the building were not shown to have a power connection, however the specified units did require power to operate the dampers in the units. The cost for item no. 15 includes the labor and material required to provide power to each of the two gravity vents. **$959**

**Item # 16 – Added Control Grooves at EIFS for Additional Color Band (CPE 100)**

This change is the result of a district request. The color scheme for the building exterior included 2 exterior colors. To break up the colors and enhance the appearance of the building, a third exterior color was added. Due to the added color, it was necessary to add control joints in the EIFS finish to provide a clean line for the color transition. **$5,182**

**Item # 17 – Change F21 Light Fixtures to Surface Mount (CPE102)**

This change is the result of a design revision. The bid documents indicated recessed light fixtures were to be installed in the covered walkway at the building entrance. However, the specified fixtures were designed for a flat T-bar ceiling and could not be installed in the curved covered walkway ceiling. As a result, these fixtures were changed to surface mount fixtures. The cost for item no. 17 includes the difference in material cost between the specified and surface mount fixtures. **$1,690**

In our capacity as the District's Construction Manager we have completed a review of Change Order # 4.

The additional cost of Change Order #4: $64,143

The total Change Orders to date: $264,555

This equates to 4.08% of the contract value. To date, BHM has completed 93.00% of the contract work.

There is $71,489.00 remaining in the Change Order Contingency.

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

Sincerely,
Greystone West Company

Jason Cave
Project Manager

# CHANGE ORDER #04 - BHM CONSTRUCTION, INC.

PROJECT: Graham Middle School Modernization - Phase 3 Inc.2 CHANGE ORDER #: 4

ARCHITECT PROJECT#: 02422/L11 DATE: 1/5/2017

TO CONTRACTOR: BHM Construction, Inc.
221 Gateway Road W, Ste 405
Napa, CA 94558

CONTRACT DATE: 12.10.15

The contract is changed as follows:
***SEE ATTACHED SUMMARY OF CHANGE ORDER ITEMS.

Not valid until signed by the Owner, Architect, Construction Manager and Contractor.

| | |
|---|---|
| The original contact sum was..... | $6,483,100.00 |
| Net change by previously authorized change orders..... | $200,412.00 |
| The Contract sum Prior to this Change Order was..... | $6,683,512.00 |
| The Contract Sum will be increased by this Change Order in the amount of..... | **$64,143.00** |
| The new Contract Sum including this Change Order will be..... | $6,747,655.00 |
| The Contract Time will be unchanged. | |
| The date of Substantial Completion as of the date of this Change Order therefore is... | |

ARCHITECT
Artik Art & Architecture
Sherry Sajadpour

BY:_____ DATE: 1/10/17

CONSTRUCTION MANAGER
Greystone West Company
Jason Cave

BY:_____ DATE: 1/17/17

CONTRACTOR:
BHM Construction, Inc.
Jeff Mazet

BY:_____ DATE: 1/12/17

OWNER
Mountain View Whisman School District
Robert Clark

BY:_____ DATE:_____

# CHANGE ORDER #04 - BHM CONSTRUCTION, INC.

| | | | | |
|---|---|---|---|---|
| **Item 1** | | | | |
| **CPE #12** | | Separate lime treat soil for backfill | **Add:** | **$1,404.00** |
| | Justification: | Unforseen condition | | |
| | Requested by: | Owner | | |
| **Item 2** | | | | |
| **CPE #38** | | Demolish unforseen concrete pipe at bottom of drilled pier location | **Add:** | **$2,113.00** |
| | Justification: | Unforseen condition | | |
| | Requested by: | Owner | | |
| **Item 3** | | | | |
| **CPE #39** | | Provide cement plaster finish at parapet wall at Unit 7 | **Add:** | **$4,341.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 4** | | Install DTC clips at head of wall attachment | | |
| **CPE #70** | | | **Add:** | **$4,962.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 5** | | Backing for TPO roofing termination bar | | |
| **CPE #71R1** | | | **Add:** | **$6,784.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 6** | | Power to roof exhaust fan | | |
| **CPE #82R1** | | | **Add:** | **$4,634.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 7** | | | | |
| **CPE #86R2** | | Install blocking at the restroom ceilings | **Add:** | **$5,012.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |

# CHANGE ORDER #04 - BHM CONSTRUCTION, INC.

| | | | | |
|---|---|---|---|---|
| **Item 8** | | Add auxilary drains for fire sprinkler system | | |
| **CPE #87** | | system | **Add:** | **$1,985.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 9** | | Added flashing at roof access doors | | |
| **CPE #88** | | | **Add:** | **$3,030.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 10** | | | | |
| **CPE #89R2** | | Roof drains at mansard | **Add:** | **$12,330.00** |
| | Justification: | Added scope | | |
| | Requested by: | | | |
| **Item 11** | | Credit for deleted prime coat at asphalt paving | | |
| **CPE #90** | | | **Deduct** | **($4,200.00)** |
| | Justification: | Deleted scope | | |
| | Requested by: | Owner | | |
| **Item 12** | | Backing for wall mounting of pipe grid | | |
| **CPE #91** | | | **Add:** | **$2,333.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 13** | | Added duct liner at mechanical shaft | | |
| **CPE #95R1** | | | **Add:** | **$5,050.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 14** | | Welding of unistrut to metal deck for light fixture attachment | | |
| **CPE #96R1** | | | **Add:** | **$6,534.00** |
| | Justification: | Added scope | | |
| | Requested by: | Owner | | |
| **Item 15** | | Power to gravity vents | | |
| **CPE #99** | | | **Add:** | **$959.00** |
| | Justification: | Added scope | | |
| | Requested by: | | | |

# CHANGE ORDER #04 - BHM CONSTRUCTION, INC.

**Item 16** Added control joint at EIFS for color separation
**CPE #100** **Add:** **$5,182.00**

Justification: Added scope
Requested by: Owner

**Item 17** Change F21 light fixtures to surface mounted
**CPE #102** **Add:** **$1,690.00**

Justification: Added scope
Requested by: Owner

| | |
|---|---|
| **Total Add:** | **$68,343.00** |
| **Total Deduct:** | **($4,200.00)** |
| **Net Total Add:** | **$64,143.00** |
| **Contract Sum Increased in the Amount of:** | **$64,143.00** |

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** Resolution 1634.2/17, Resolution Affirming Mountain View Whisman School District's Support of Its Students and Families Regarding Immigration Enforcement and Actions At Schools (20 minutes)

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**
The Board will consider approval of a Resolution Affirming Mountain View Whisman School District's Support of Its Students and Families Regarding Immigration Enforcement Actions At Schools.

**Fiscal Implication:**
None.

**Recommended Action:**
That the Board approve the Resolution Affirming Mountain View Whisman School District's Support of Its Students and Families Regarding Immigration Enforcement Actions At Schools, as presented.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution 1634.2/15 | Backup Material | 1/27/2017 |
| Us Department of Justice and Education Letter | Backup Material | 1/25/2017 |
| Enforcement Actions Focused on Sensitive Locations | Backup Material | 1/25/2017 |

**Mountain View Whisman School District**

**Resolution No. 1634.2/17, Affirming Mountain View Whisman School District's Support of Its Students and Families Regarding Immigration Enforcement Actions At Schools**

WHEREAS, all children in the United States are entitled to equal access to a public elementary and secondary education, regardless of their or their parents' actual or perceived national origin, citizenship, or immigration status; and

WHEREAS, as summarized in the National School Boards Association and the National Education Association publication titled, *Legal Issues for School Districts Related to the Education of Undocumented Children, "*in 1982, the Supreme Court held in *Plyler v. Doe* that Texas violated the Equal Protection Clause of the Fourteenth Amendment to the Constitution by denying undocumented school-age children a free public education. Reasoning that such children are in this country through no fault of their own, the Court concluded that they are entitled to the same K-12 education that the state provides to children who are citizens or legal residents"; and

WHEREAS, a letter from the US Department of Justice and Department of Education dated May 8, 2014 reaffirms that all school districts must "comply with these Federal civil rights laws, as well as the mandates of the Supreme Court" ensuring that districts "do not discriminate on the basis of race, color, or national origin, and that students are not barred from enrolling in public schools at the elementary and secondary level on the basis of their own citizenship or immigration status or that of their parents or guardians. Moreover, districts may not request information with the purpose or result of denying access to public schools on the basis of race, color, or national origin;" and

WHEREAS, the Mountain View Whisman School District Board of Education is concerned about the safety and security of the district's immigrant youth and families; and

WHEREAS, school attendance should be encouraged and sensitive locations, such as schools, should be safe sanctuaries for families; and

WHEREAS, the policy from the Director of Homeland Security dated October 24, 2011 entitled "Enforcement Action at or Focused on Sensitive Location" requires that Immigration and Customs Enforcement ("ICE") "officers and agents exercise sound judgment when enforcing federal law at or focused on sensitive locations and make substantial efforts to avoid unnecessarily alarming local communities"; and

WHEREAS, the above-referenced October 24, 2011 U.S. Department of Homeland Security policy ("ICE Policy") states that "the sensitive locations covered by this policy include but are not limited to, schools (including pre-schools, primary schools, secondary schools, post-secondary schools up to and including colleges and universities, and other institutions of learning such as vocational or trade schools)"; and

WHEREAS, the ICE Policy discourages enforcement actions at schools and other sensitive locations without prior approval by specified individuals unless special circumstances exist such as:

- The enforcement action involves a national security or terrorism matter;
- There is an imminent risk of death, violence, or physical harm to any person or property;
- The enforcement action involves the immediate arrest or pursuit of a dangerous felon, terrorist suspect, or any other individual(s) that present an imminent danger to public safety; or
- There is an imminent risk of destruction of evidence material to an ongoing criminal case; and

WHEREAS, Mountain View Whisman School District concurs with the U.S. Department of Homeland Security's conclusion that schools are sensitive locations and that enforcement actions at schools should be discouraged;

WHEREAS, The Family Educational Rights and Privacy Act (FERPA) generally prohibits school districts from providing third parties, such as ICE, information about students contained in student records. More specifically, unless another exemption provided by law applies, FERPA generally prohibits school districts from disclosing personally identifiable information in a student's "education records" to outside agencies without written parental consent, judicial order, or a lawfully-issued subpoena; and

THEREFORE, BE IT RESOLVED:

- That principals and school staff are encouraged to work with and support families and students who express concern about immigration enforcement actions at school, including students who may not be attending school because of such concerns,
- That Mountain View Whisman School District schools be considered sanctuaries for students to the fullest extent allowed by law,
- That if ICE agents request information or access to a school site, this request should promptly be communicated to the Office of the Superintendent for review and approval, and so that the Office of the Superintendent may seek legal advice if needed.

PASSED AND ADOPTED by the Mountain View Whisman School District Board of Trustees on this 2nd day of February, 2017, by the following vote:

| | |
|---|---|
| José Gutiérrez, Jr, President | Ellen Wheeler, Member |
| Greg Coladonato, Vice President | Tamara Wilson, Member |
| Laura Blakely, Clerk | Dr. Ayindé Rudolph, Superintendent |

**U.S. Department of Justice**
*Civil Rights Division*

**U.S. Department of Education**
*Office for Civil Rights*
*Office of the General Counsel*

May 8, 2014

Dear Colleague:

Under Federal law, State and local educational agencies (hereinafter "districts") are required to provide all children with equal access to public education at the elementary and secondary level. Recently, we have become aware of student enrollment practices that may chill or discourage the participation, or lead to the exclusion, of students based on their or their parents' or guardians' actual or perceived citizenship or immigration status. These practices contravene Federal law. Both the United States Department of Justice and the United States Department of Education (Departments) write to remind you of the Federal obligation to provide equal educational opportunities to all children residing within your district and to offer our assistance in ensuring that you comply with the law. We are writing to update the previous Dear Colleague Letter on this subject that was issued on May 6, 2011, and to respond to inquiries the Departments received about the May 6 Letter. This letter replaces the May 6 Letter.

The Departments enforce numerous statutes that prohibit discrimination, including Titles IV and VI of the Civil Rights Act of 1964. Title IV prohibits discrimination on the basis of race, color, or national origin, among other factors, by public elementary and secondary schools. 42 U.S.C. § 2000c-6. Title VI prohibits discrimination by recipients of Federal financial assistance on the basis of race, color, or national origin. 42 U.S.C. § 2000d. Title VI regulations, moreover, prohibit districts from unjustifiably utilizing criteria or methods of administration that have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of a program for individuals of a particular race, color, or national origin. *See* 28 C.F.R. § 42.104(b)(2) and 34 C.F.R. § 100.3(b)(2).

Additionally, the United States Supreme Court held in the case of *Plyler v. Doe*, 457 U.S. 202 (1982), that a State may not deny access to a basic public education to any child residing in the State, whether present in the United States legally or otherwise. Denying "innocent children" access to a public education, the Court explained, "imposes a lifetime hardship on a discrete class of children not accountable for their disabling status. . . . By denying these children a basic education, we deny

them the ability to live within the structure of our civic institutions, and foreclose any realistic possibility that they will contribute in even the smallest way to the progress of our Nation." *Plyler*, 457 U.S. at 223. As *Plyler* makes clear, the undocumented or non-citizen status of a student (or his or her parent or guardian) is irrelevant to that student's entitlement to an elementary and secondary public education.

To comply with these Federal civil rights laws, as well as the mandates of the Supreme Court, you must ensure that you do not discriminate on the basis of race, color, or national origin, and that students are not barred from enrolling in public schools at the elementary and secondary level on the basis of their own citizenship or immigration status or that of their parents or guardians. Moreover, districts may not request information with the purpose or result of denying access to public schools on the basis of race, color, or national origin. To assist you in meeting these obligations, we provide below some examples of permissible enrollment practices, as well as examples of the types of information that may not be used as a basis for denying a student entrance to school.

In order to ensure that its educational services are enjoyed only by residents of the district, a district may require students or their parents to provide proof of residency within the district. *See*, *e.g.*, *Martinez v. Bynum*, 461 U.S. 321, 328 (1983).[1] For example, a district may require copies of phone and water bills or lease agreements to establish residency. While a district may restrict attendance to district residents, inquiring into students' citizenship or immigration status, or that of their parents or guardians would not be relevant to establishing residency within the district. A district should review the list of documents that can be used to establish residency and ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.

As with residency requirements, rules vary among States and districts as to what documents students may use to show they fall within State- or district-mandated minimum and maximum age requirements, and jurisdictions typically accept a variety of documents for this purpose. A school district may not bar a student from enrolling in its schools because he or she lacks a birth certificate or has records that indicate a foreign place of birth, such as a foreign birth certificate.

[1] Homeless children and youth often do not have the documents ordinarily required for school enrollment such as proof of residency or birth certificates. A school selected for a homeless child must immediately enroll the homeless child, even if the child or the child's parent or guardian is unable to produce the records normally required for enrollment. *See* 42 U.S.C. § 11432(g)(3)(C)(1).

Moreover, we recognize that districts have Federal obligations, and in some instances State obligations, to report certain data such as the race and ethnicity of their student population. While the Department of Education requires districts to collect and report such information, districts cannot use the acquired data to discriminate against students; nor should a parent's or guardian's refusal to respond to a request for this data lead to a denial of his or her child's enrollment.

Similarly, we are aware that many districts request a student's social security number at enrollment for use as a student identification number. A district may not deny enrollment to a student if he or she (or his or her parent or guardian) chooses not to provide a social security number. *See* 5 U.S.C. §552a (note).[2] If a district chooses to request a social security number, it shall inform the individual that the disclosure is voluntary, provide the statutory or other basis upon which it is seeking the number, and explain what uses will be made of it. *Id.* In all instances of information collection and review, it is essential that any request be uniformly applied to all students and not applied in a selective manner to specific groups of students.

As the Supreme Court noted in the landmark case of *Brown v. Board of Education*, 347 U.S. 483 (1954), "it is doubtful that any child may reasonably be expected to succeed in life if he [or she] is denied the opportunity of an education." *Id.* at 493. Both Departments are committed to vigorously enforcing the Federal civil rights laws outlined above and to providing any technical assistance that may be helpful to you so that all students are afforded equal educational opportunities. As immediate steps, you first may wish to review the documents your district requires for school enrollment to ensure that the requested documents do not have a chilling effect on a student's enrollment in school. Second, in the process of assessing your compliance with the law, you might review State and district level enrollment data. Precipitous drops in the enrollment of any group of students in a district or school may signal that there are barriers to their attendance that you should further investigate.

We are also attaching frequently asked questions and answers and a fact sheet that should be helpful to you. Please contact us if you have additional questions or if we can provide you with assistance in ensuring that your programs comply with Federal law. You may contact the Department of Justice, Civil Rights Division, Educational Opportunities Section, at (877) 292-3804 or education@usdoj.gov, the Department of Education Office for Civil Rights (OCR) at (800) 421-3481 or ocr@ed.gov or the Department of Education Office of the General Counsel at (202) 401-6000. You may also visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the OCR enforcement office that serves

[2] Federal law provides for certain limited exceptions to this requirement. *See* Pub. L. No. 93-579, § 7(a)(2).

your area. For general information about equal access to public education, please visit our websites at http://www.justice.gov/crt/edo and http://www2.ed.gov/ocr/index.html.

We look forward to working with you. Thank you for your attention to this matter and for taking the necessary steps to ensure that no child is denied a public education.

Sincerely,

/s/

Catherine E. Lhamon
Assistant Secretary
Office for Civil Rights
U.S. Department of Education

/s/

Philip H. Rosenfelt
Deputy General Counsel
Delegated the Authority to
Perform the Functions and
Duties of the General Counsel
U.S. Department of Education

/s/

Jocelyn Samuels
Acting Assistant Attorney General
Civil Rights Division
U.S. Department of Justice

Attachments

Policy Number: 10029.2
FEA Number: 306-112-002b

*Office of the Director*

**U.S. Department of Homeland Security**
500 12th Street, SW
Washington, D.C. 20536

U.S. Immigration and Customs Enforcement

OCT 24 2011

MEMORANDUM FOR: Field Office Directors
Special Agents in Charge
Chief Counsel

FROM: John Morton
Director

SUBJECT: Enforcement Actions at or Focused on Sensitive Locations

Purpose

This memorandum sets forth Immigration and Customs Enforcement (ICE) policy regarding certain enforcement actions by ICE officers and agents at or focused on sensitive locations. This policy is designed to ensure that these enforcement actions do not occur at nor are focused on sensitive locations such as schools and churches unless (a) exigent circumstances exist, (b) other law enforcement actions have led officers to a sensitive location as described in the "*Exceptions to the General Rule*" section of this policy memorandum, or (c) prior approval is obtained. This policy supersedes all prior agency policy on this subject.[1]

Definitions

The enforcement actions covered by this policy are (1) arrests; (2) interviews; (3) searches; and (4) for purposes of immigration enforcement only, surveillance. Actions not covered by this policy include actions such as obtaining records, documents and similar materials from officials or employees, providing notice to officials or employees, serving subpoenas, engaging in Student and Exchange Visitor Program (SEVP) compliance and certification visits, or participating in official functions or community meetings.

The sensitive locations covered by this policy include, but are not limited to, the following:

[1] Memorandum from Julie L. Myers, Assistant Secretary, U.S. Immigration and Customs Enforcement, "Field Guidance on Enforcement Actions or Investigative Activities At or Near Sensitive Community Locations" 10029.1 (July 3, 2008); Memorandum from Marcy M. Forman, Director, Office of Investigations, "Enforcement Actions at Schools" (December 26, 2007); Memorandum from James A. Puleo, Immigration and Naturalization Service (INS) Acting Associate Commissioner, "Enforcement Activities at Schools, Places of Worship, or at funerals or other religious ceremonies" HQ 807-P (May 17, 1993). This policy does not supersede the requirements regarding arrests at sensitive locations put forth in the Violence Against Women Act, see Memorandum from John P. Torres, Director Office of Detention and Removal Operations and Marcy M. Forman, Director, Office of Investigations, "Interim Guidance Relating to Officer Procedure Following Enactment of VAWA 2005 (January 22, 2007).

- schools (including pre-schools, primary schools, secondary schools, post-secondary schools up to and including colleges and universities, and other institutions of learning such as vocational or trade schools);
- hospitals;
- churches, synagogues, mosques or other institutions of worship, such as buildings rented for the purpose of religious services;
- the site of a funeral, wedding, or other public religious ceremony; and
- a site during the occurrence of a public demonstration, such as a march, rally or parade.

This is not an exclusive list, and ICE officers and agents shall consult with their supervisors if the location of a planned enforcement operation could reasonably be viewed as being at or near a sensitive location. Supervisors should take extra care when assessing whether a planned enforcement action could reasonably be viewed as causing significant disruption to the normal operations of the sensitive location. ICE employees should also exercise caution. For example, particular care should be exercised with any organization assisting children, pregnant women, victims of crime or abuse, or individuals with significant mental or physical disabilities.

Agency Policy

*General Rule*

Any planned enforcement action at or focused on a sensitive location covered by this policy must have prior approval of one of the following officials: the Assistant Director of Operations, Homeland Security Investigations (HSI); the Executive Associate Director (EAD) of HSI; the Assistant Director for Field Operations, Enforcement and Removal Operations (ERO); or the EAD of ERO. This includes planned enforcement actions at or focused on a sensitive location which is part of a joint case led by another law enforcement agency. ICE will give special consideration to requests for enforcement actions at or near sensitive locations if the only known address of a target is at or near a sensitive location (e.g., a target's only known address is next to a church or across the street from a school).

*Exceptions to the General Rule*

This policy is meant to ensure that ICE officers and agents exercise sound judgment when enforcing federal law at or focused on sensitive locations and make substantial efforts to avoid unnecessarily alarming local communities. The policy is not intended to categorically prohibit lawful enforcement operations when there is an immediate need for enforcement action as outlined below. ICE officers and agents may carry out an enforcement action covered by this policy without prior approval from headquarters when one of the following exigent circumstances exists:

- the enforcement action involves a national security or terrorism matter;
- there is an imminent risk of death, violence, or physical harm to any person or property;

- the enforcement action involves the immediate arrest or pursuit of a dangerous felon, terrorist suspect, or any other individual(s) that present an imminent danger to public safety; or
- there is an imminent risk of destruction of evidence material to an ongoing criminal case.

When proceeding with an enforcement action under these extraordinary circumstances, officers and agents must conduct themselves as discretely as possible, consistent with officer and public safety, and make every effort to limit the time at or focused on the sensitive location.

If, in the course of a planned or unplanned enforcement action that is not initiated at or focused on a sensitive location, ICE officers or agents are subsequently led to or near a sensitive location, barring an exigent need for an enforcement action, as provided above, such officers or agents must conduct themselves in a discrete manner, maintain surveillance if no threat to officer safety exists and immediately consult their supervisor prior to taking other enforcement action(s).

Dissemination

Each Field Office Director, Special Agent in Charge, and Chief Counsel shall ensure that the employees under his or her supervision receive a copy of this policy and adhere to its provisions.

Training

Each Field Office Director, Special Agent in Charge, and Chief Counsel shall ensure that the employees under his or her supervision are trained (both online and in-person/classroom) annually on enforcement actions at or focused on sensitive locations.

No Private Right of Action

Nothing in this memorandum is intended to and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter.

This memorandum provides management guidance to ICE officers exercising discretionary law enforcement functions, and does not affect the statutory authority of ICE officers and agents, nor is it intended to condone violations of federal law at sensitive locations.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Review and Discussion (continued)

**Agenda Item Title:** Slater Elementary School Conceptual Drawings Presentation (20 minutes)

**Estimated Time:**

**Person Responsible:**
Dr. Robert Clark, Associate Superintendent/Chief Business Officer
Mary Ann Duggan, Director/Capital Projects
Todd Lee, Program Manager, GWC
Richard Terrones, Architect, DTA

---

**Background:**
District staff and consultants conducted the second Slater Community Meeting on January 9, 2017 for input and feedback on the presented Slater Elementary School conceptual designs.

Staff and the consultants return at tonight's meeting to share those comments and seek additional feedback and input from the Board of Trustees. Staff will return at the February 16, 2017 Board meeting for final action.

**Fiscal Implication:**
None.

**Recommended Action:**
No action required.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Slater Elementary School Proposed Conceptual Design for Input 2February2017 | Backup Material | 1/25/2017 |

# Slater Elementary School Conceptual Design Review

## Board Meeting
## 2 February 2017

Dr. Robert Clark, Associate Superintendent/CBO

Mary Ann Duggan, Director/Capital Projects

Todd Lee, Program Manager, Greystone West Company

Richard Terrones, Principal Architect, DTA

# Conceptual Design Process

- Community Meeting #1 – December 5
- Board Meeting to review after input – Jan 5
- Community Meeting #2 – Jan 9
- Board Meeting to review/final input – Feb 2
- Board Meeting for approval – Feb 16

© 2009 Mountain View Whisman School District. All rights reserved.

# Slater Elementary School – Existing Site Plan

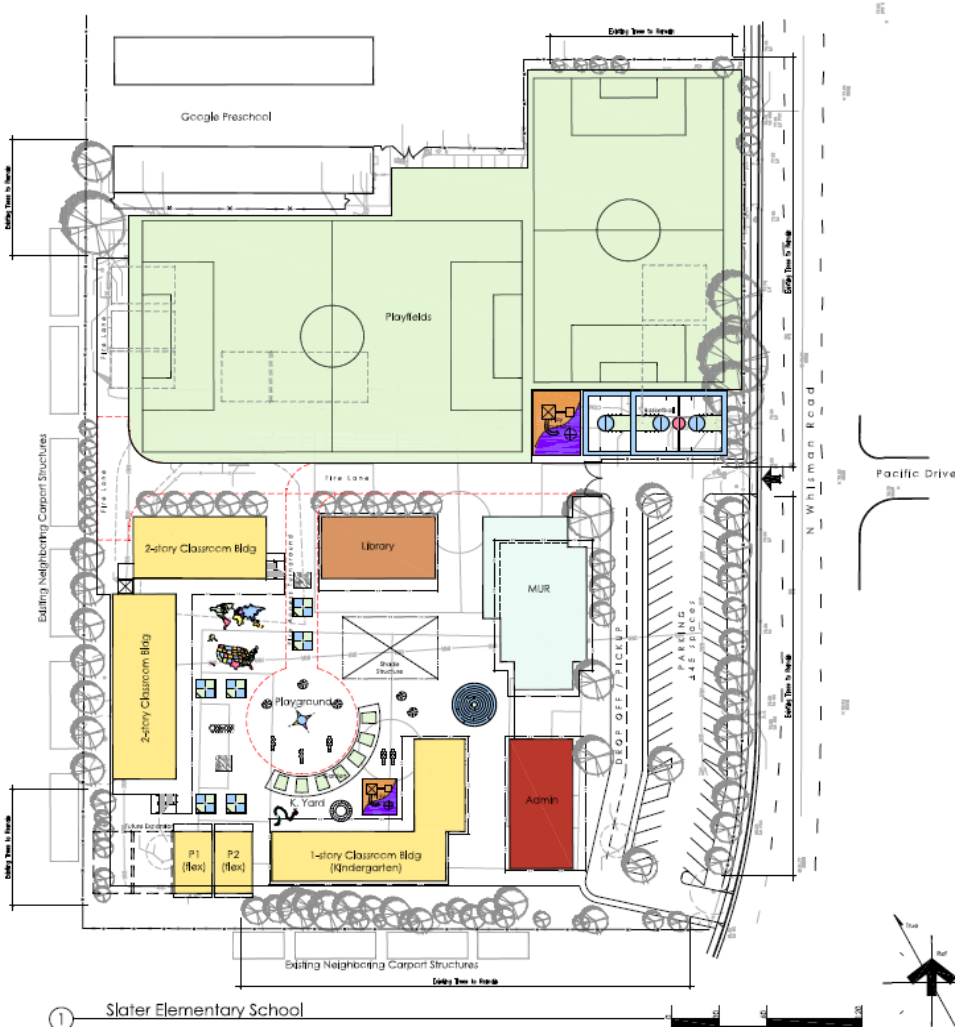
© 2009 Mountain View Whisman School District. All rights reserved.

# Base Assumptions for Conceptual Design

- 450 students, K-5 neighborhood
- 18 classrooms (3-Kindergarten and 15 grades 1-5) (modular)
- 2 flex rooms (after school, intervention, etc.) (portable)
- Admin, 3000 sf (modular)
- Library, 3000 sf (modular)
- MUR, 5800 sf (stick-built)
- Parking lot align with Pacific Drive intersection
- Grass field separates old Slater and new Slater campuses

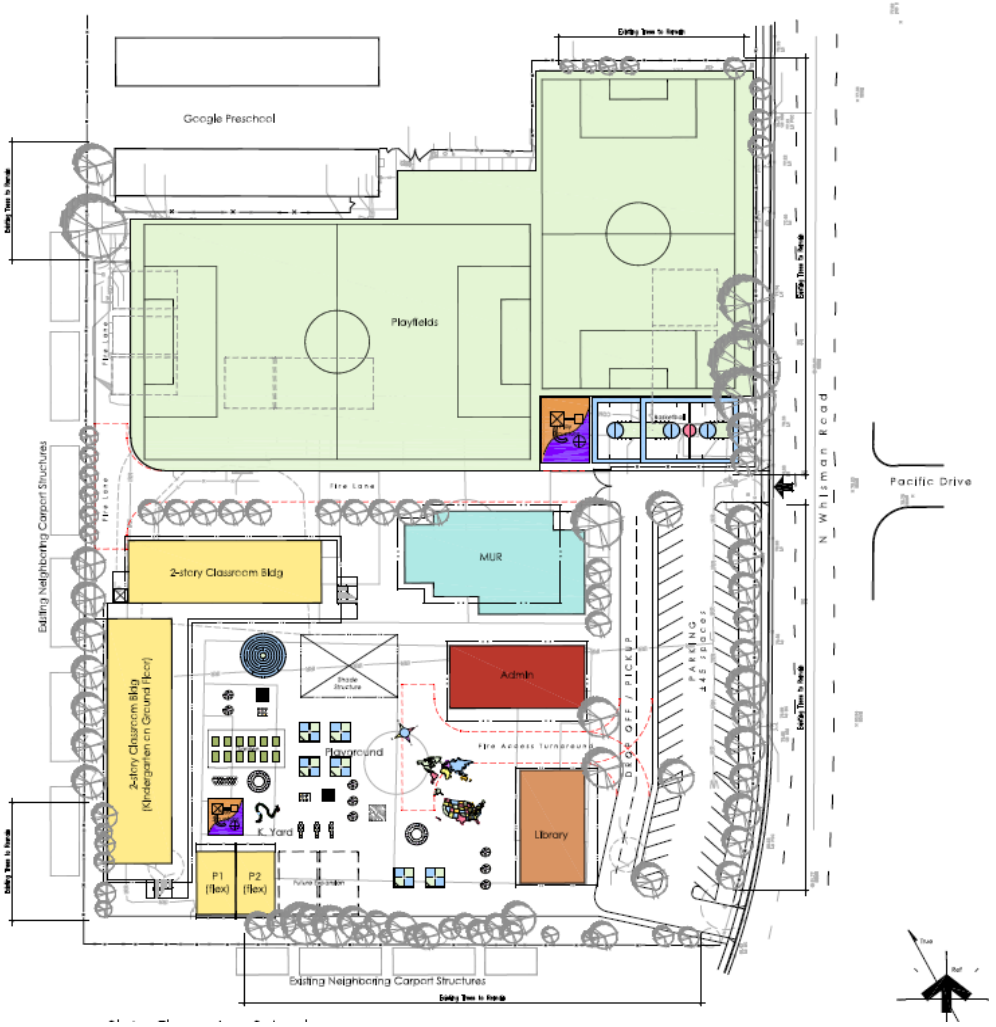
© 2009 Mountain View Whisman School District. All rights reserved.

# Option 1 – Presented to Community (Dec 5)



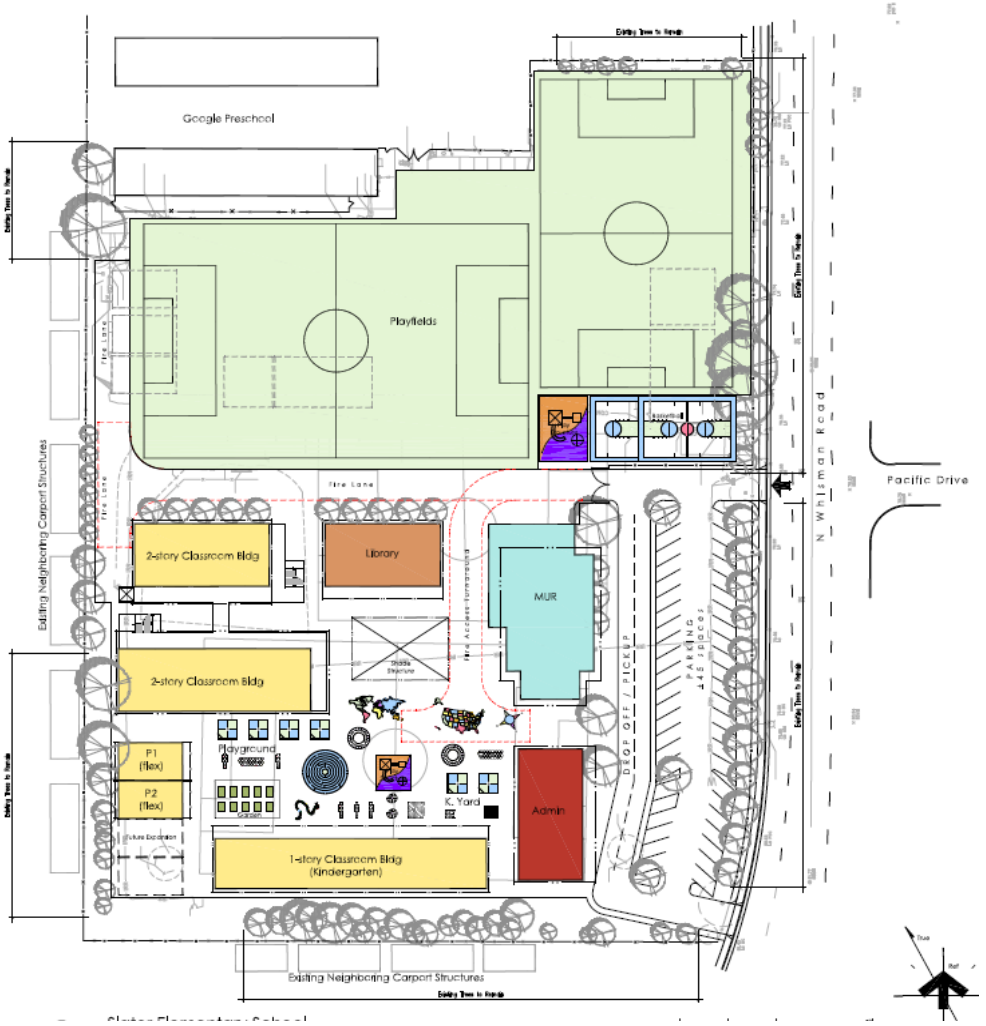

© 2009 Mountain View Whisman School District. All rights reserved.

# Option 2 – Presented to Community (Dec 5)



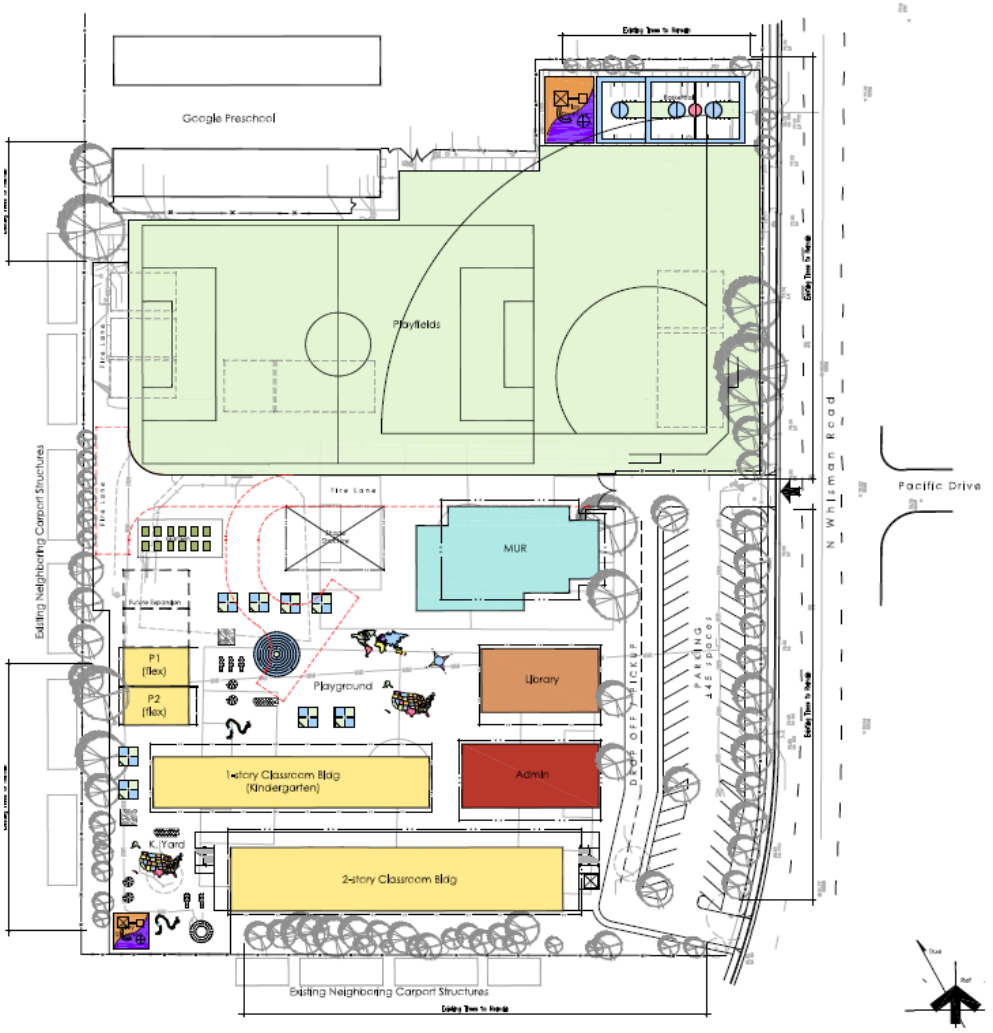

© 2009 Mountain View Whisman School District. All rights reserved.

# Option 3 – Presented to Community (Dec 5)




© 2009 Mountain View Whisman School District. All rights reserved.

# Option 4 – Presented to Community (Dec 5)




© 2009 Mountain View Whisman School District. All rights reserved.

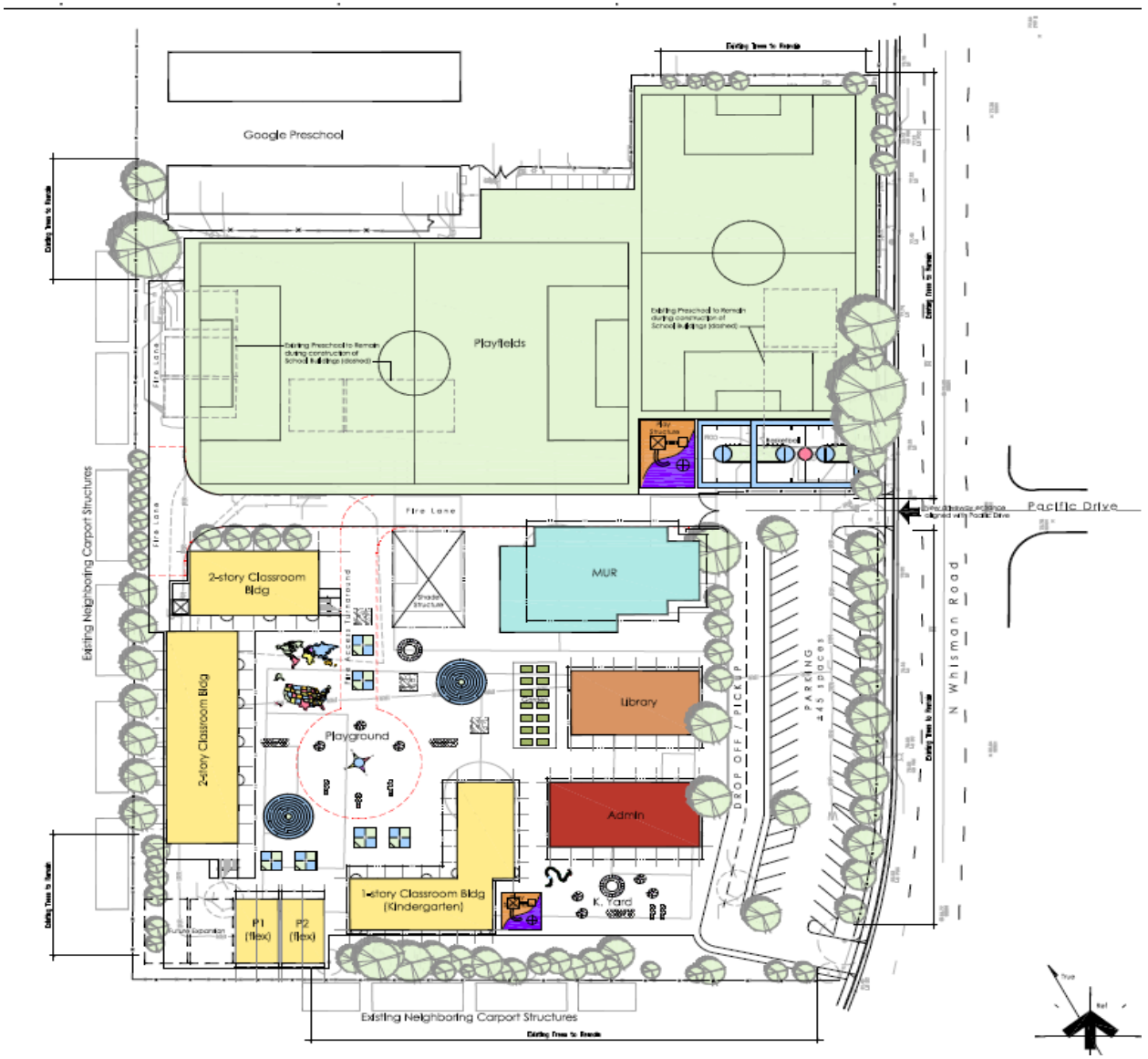
# Comments and Input - Summary

## (Community Meeting-December 5, 2016)

- Support for Option 1 for its “courtyard” layout of buildings and playground (blacktop)
- Support for Option 4 for increased supervision / line of site from Playground to Playfields
- Consider outdoor learning – garden, seating and outdoor breakout space
- Consider student safety on North Whisman Road (signal for crossing)
- Keep Basketball and Play Structure closer to Playground
- Two Story structure is good for preserving Playground space

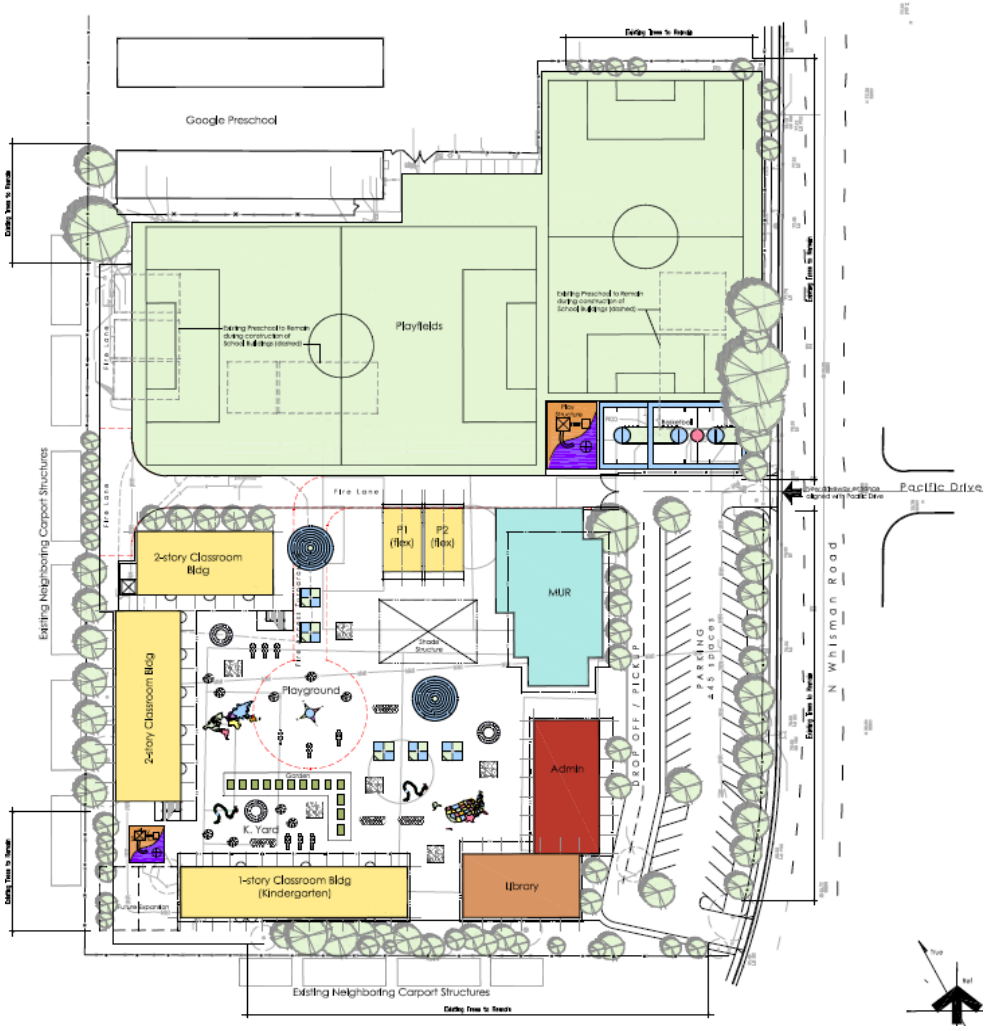
© 2009 Mountain View Whisman School District. All rights reserved.

# Option 1 - A



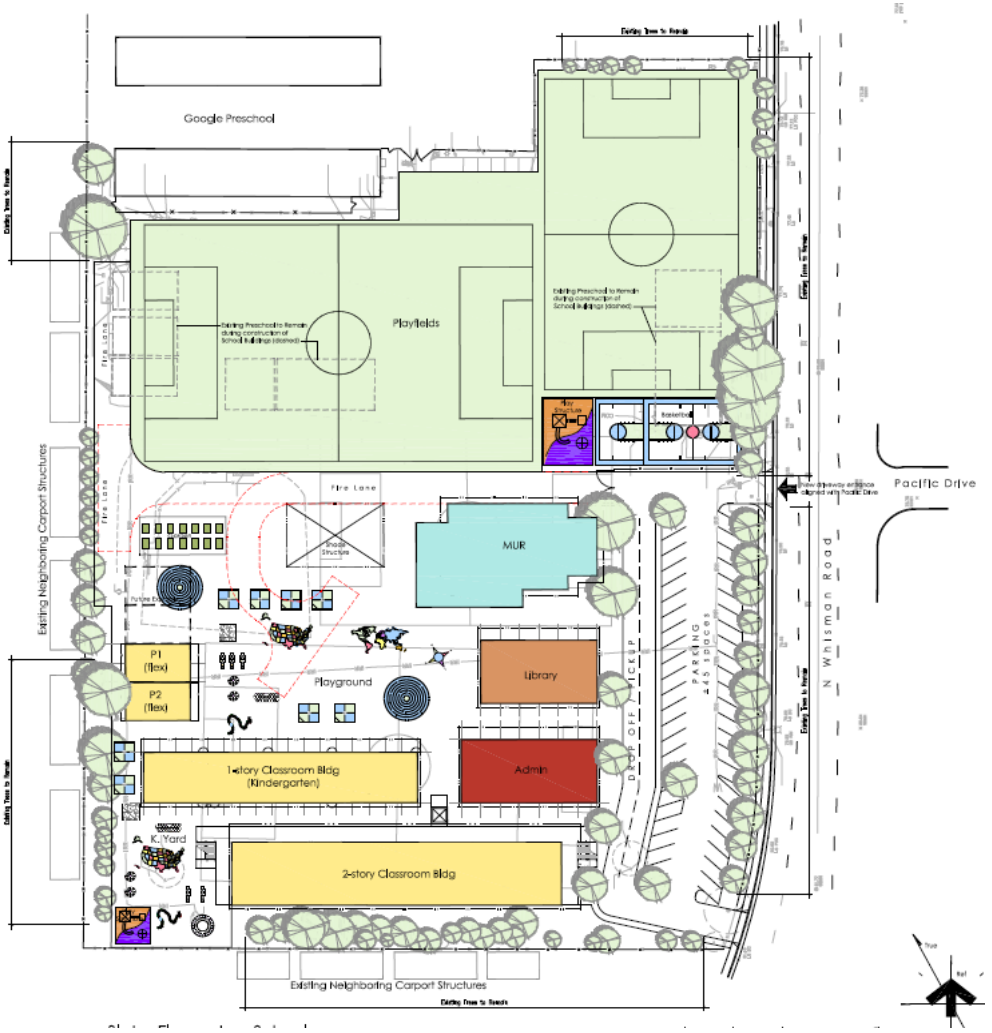

© 2009 Mountain View Whisman School District. All rights reserved.

# Option 1 - B



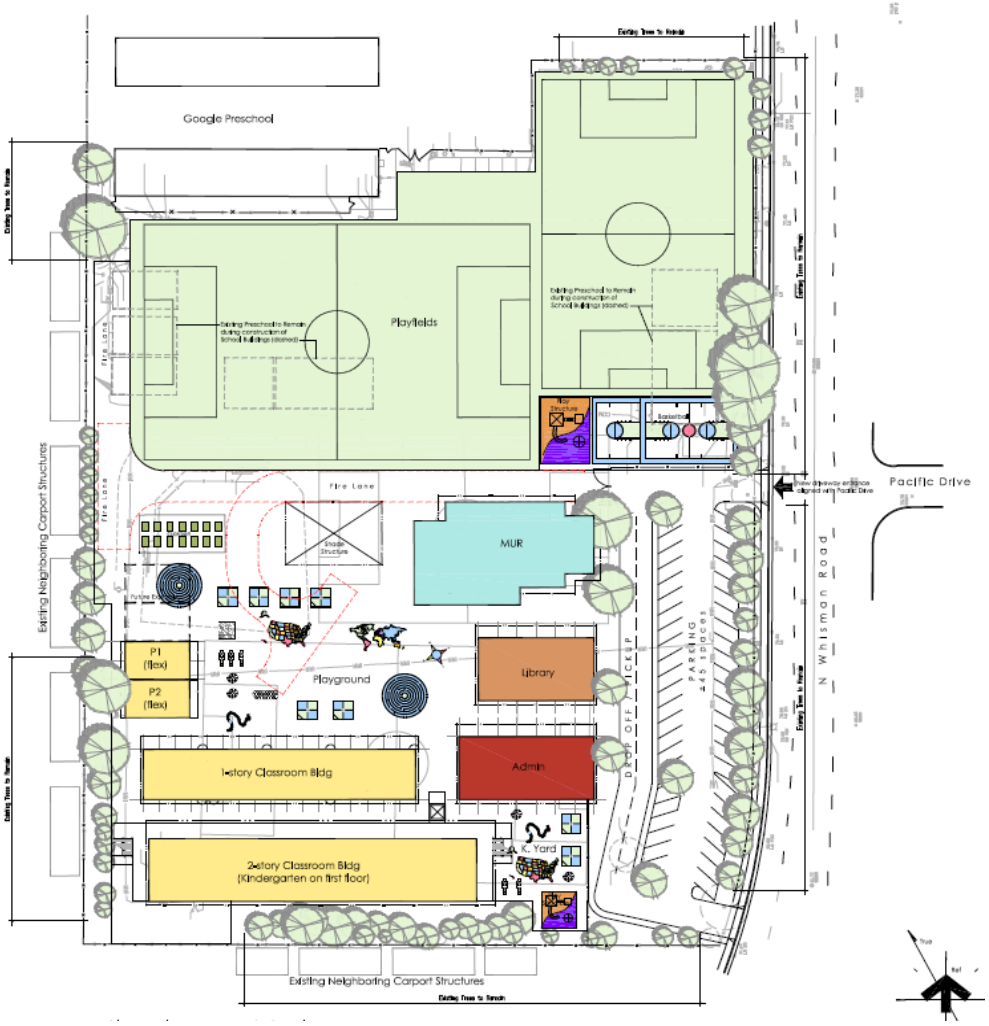

© 2009 Mountain View Whisman School District. All rights reserved.

# Option 4 - A




© 2009 Mountain View Whisman School District. All rights reserved.

# Option 4 - B



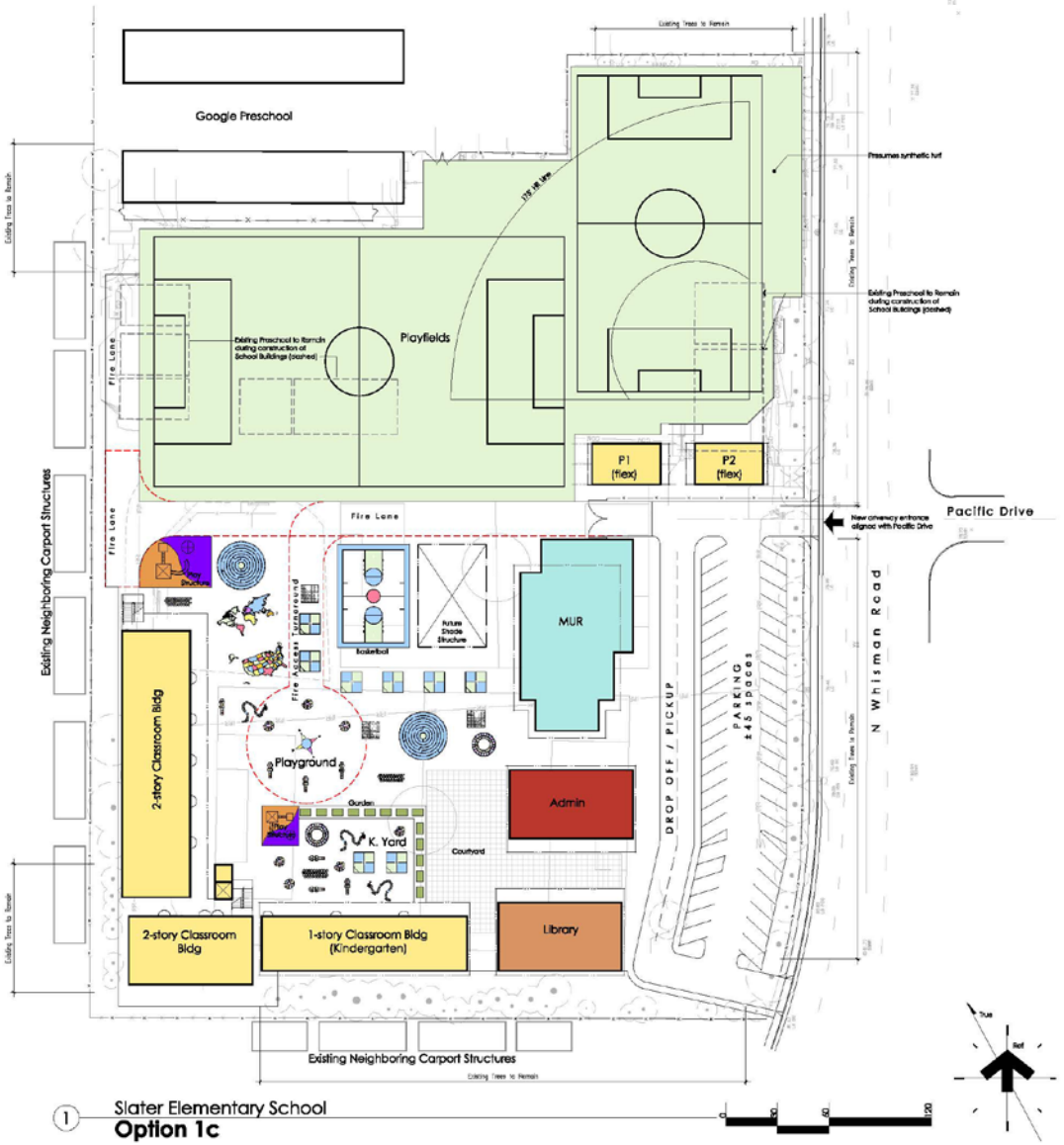

© 2009 Mountain View Whisman School District. All rights reserved.

# Community Meeting #2 – January 9, 2017

- For those who expressed a preference, the consensus was for the Courtyard Option (Option 1).
- For those not expressing a preference, their primary preference was to try to incorporate a softball/baseball field - with an indication that a 175' homerun line would be sufficient.
- There was an expressed preference for the K yard either towards the front of the school, or incorporated into the primary playground, but separated by the Garden.

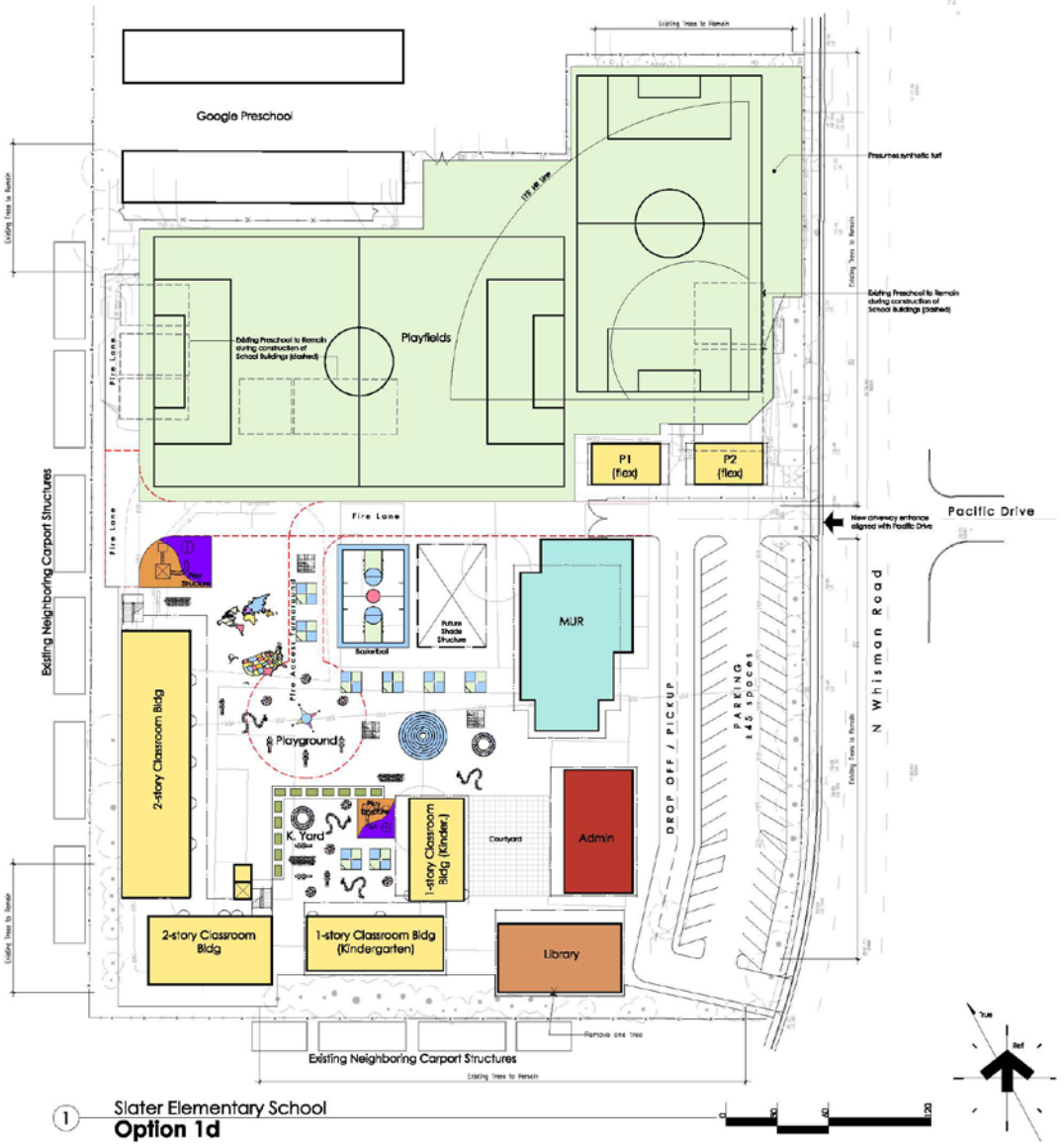
© 2009 Mountain View Whisman School District. All rights reserved.

# Option 1C – Post Community Meeting #2




© 2009 Mountain View Whisman School District. All rights reserved.

# Option 1D – Post Community Meeting #2




© 2009 Mountain View Whisman School District. All rights reserved.

# Next Steps and Discussion

- Timeline
  - Board member input  and discussion tonight on presented Options 1C and 1D for final decision making.
  - Board action – February 16

© 2009 Mountain View Whisman School District. All rights reserved.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** Review and Discussion (continued)

**Agenda Item Title:** Strategic Plan Progress Toward Goals and LCAP Process (30 minutes)

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**
The Board will hear an update on progress toward goals in the Strategic Plan and the process and timeline for the Local Control Accountability Plan.

**Fiscal Implication:**
None.

**Recommended Action:**
No action required.

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| LCAP and Strategiic Plan Process | Backup Material | 1/27/2017 |

# LCAP and Strategic Plan Progress

One MVWSD.

One Team.

One Plan.

© 2007 Mountain View Whisman School District. All rights reserved.

# Outcomes

- Review the purpose of the Local Control Accountability Plan (LCAP)
- Review the progress and future work of Strategic Plan 2021
- Review LCAP budget
- Review how the Strategic Plan/LCAP will align and the development process for spring 2017
- Provide an opportunity for stakeholders to give initial input

© 2007 Mountain View Whisman School District. All rights reserved.

# STRATEGIC PLAN

How do Strategic Plan 2021 and LCAP fit together?

What is the LCAP?

© 2007 Mountain View Whisman School District. All rights reserved.

# Strategic Plan / Local Control Accountability Plan

These plans have similar goals and align to guide the District's work.

© 2007 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal: Inclusive + Supportive Culture

## Office of Superintendent

| |
|---|
| **Provide professional development to all staff on expectations for internal and external communications** |
| **Provide a framework of communication strategies that includes a variety of digital tools** |
| **Staff will communicate with all stakeholders in a culturally responsive manner** |
| **Develop standard operating procedures for internal communications** |
| **Provide customer service training to all staff** |
| **Align all partnerships and plans with District strategic goals** |
| **Each school will develop an annual calendar of local field trips** |
| **Explore ways to capture time to build in time for feedback in a variety of ways: (in-person-conferences, over the phone or online** |
| **Provide staff professional development on culturally responsive customer service** |
| **Offer events at various times and dates to meet community needs** |
| **Host a state of the schools address** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal: Inclusive + Supportive Culture

**Office of Superintendent**

## Actions

**Completed actions**:

- Develop standard operating procedures for internal communications
- Align all partnerships and plans with District strategic goals
- Create and communicate consistent expectations for Internal and External Communications
- Provide professional development to all staff on expectations for internal and external communications

**In process and ongoing**

- Create and communicate consistent expectations for Internal and External Communications
- Provide professional development to all staff on expectations for internal and external communications
- Provide a framework of communication strategies that includes a variety of digital tools
- Each school will develop an annual calendar of local field trips (ServiceNow)
- Offer events at various times and dates to meet community needs (SAATF, Parent U)
- Staff will communicate with all stakeholders in a culturally responsive manner

**Planned**:

- Explore ways to capture time to build in time for feedback in a variety of ways: (in-person-conferences, over the phone or online
- Provide staff professional development on culturally responsive customer service
- Host a state of the schools address

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal: Human Capital

## Office of Superintendent

| |
|---|
| **Create annual statements that reflect the total compensation and incentives for working at MVWSD** |
| **Develop an employee handbook that includes a timeline outlining major events throughout the school year for new staff** |
| |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal : Human Capital

**Office of Superintendent**

## Actions

**Completed actions**:

- **Create annual statements that reflect the total compensation and incentives for working at MVWSD (to publish at end of this month)**

**In process:**

- **Draft complete: Develop an employee handbook that includes a timeline outlining major events throughout the school year for new staff**

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 1: Student Achievement

## Office of Educational Services

| |
|---|
| **Begin development of Capstone projects at the conclusion of 5th and 8th grades**<br>Year 1 - Develop rubric |
| **Plan for implementation of Next Generation Science Standards** |
| **Create a common instructional framework for literacy in all content areas** |
| **Create a common instructional framework for math** |
| **Develop a digital tools rubric that is aligned to instructional frameworks** |
| **Evaluate and purchase digital tools** |
| **Support a personalized digital learning framework for math in all middle schools** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 1: Student Achievement

## Office of Educational Services

| |
|---|
| **Implement a 1:1 learning environment in each middle school** |
| **Develop a comprehensive formative and benchmarking assessment system** |
| **Develop electronic Portrait of a Graduate rubrics** |
| **Create K-5 framework for Response to Instruction (RTI)** |
| **Develop, define, and provide professional development in RTI processes** |
| **Form collaborative teams that support RTI** |
| **Create school designs aligned to RTI processes** |
| **Create MVWSD “I’m ready” guide for rising kindergarten parents to help local providers plan for literacy, numeracy, and social skills** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 1: Student Achievement

Office of Educational Services

## Actions and Tasks

**Completed actions**:

- **Supported a personalized digital learning framework for math in 6th grade**
- **Implemented a 1:1 learning environment in each middle school**
- **Developed a comprehensive formative and benchmarking assessment system**
- **Formed collaborative teams that support RTI**
- **Created school designs aligned to RTI processes**

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 1: Student Achievement

**Office of Educational Services**

## Actions and Tasks

**In Progress**:

- Capstone projects (year 1 of 3): Developing rubrics
- Next Generation Science Standards: Finalizing plan for implementation at middle schools
- LIteracy and Math Frameworks: Drafts developed; collecting feedback for revisions
- Digital tools rubric: Drafting rubric in order to make quality purchases
- Portrait of a Graduate rubric: Draft created
- K-5 framework for Response to Instruction (RTI): Draft developed
- Professional development for RTI processes: Dependent on finalized school designs
- MVWSD “I’m ready” guide: Team formed; drafting guide

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 2: Achievement gap

## Office of Educational Services

| |
|---|
| **Plan implementation of Sheltered Instruction Observation Protocol (SIOP) across all levels** |
| **Research an evidence-based early learning language acquisition program for K-3** |
| **Assess the Dual Language program** |
| **Plan for professional development on culturally responsive teaching** |
| **Assess extended learning opportunities for students** |
| **Assess and plan for middle school schedules that provide for equitable course offerings to all students** |
| **Implement district-wide assessment tool** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 2: Achievement gap

**Office of Educational Services**

## Actions and Tasks

**Completed actions**:

- Implemented district-wide assessment tool

**In Progress:**

- Sheltered Instruction Observation Protocol (SIOP): Initial training February 13 and 14 for administrators and coaches
- Evidence-based early learning language acquisition programs for K-3: Site visits to gather more information; Board Study Session February 13
- Dual Language program: Research on best practices completed; Data review report due at end of January
- Culturally responsive teaching: Task force formed; first meeting February 9th
- Extended learning opportunities for students: Audited current offerings at all schools
- Middle school schedules: Preliminary task force formed

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 3: Inclusive + Supportive Culture

## Office of Educational Services

| |
|---|
| **Provide customer service training to all staff** |
| **Plan and conduct MVW “Mountain View” University for parents that can be accessed anywhere** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 3: Inclusive + Supportive Culture

**Office of Educational Services**

## Actions and Tasks

**Completed actions**:

- Provided customer service training to all staff
- Planned and conducted four MVW “Mountain View” Parent University for parents that can be accessed anywhere

**In Progress**:

- MVW “Mountain View” Parent University: Three sessions scheduled for spring 2017

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

## Office of Educational Services

| |
|---|
| **Provide all teachers with PLC training and support** |
| **Develop a plan to implement coaches throughout the District to facilitate ongoing coaching and training of new initiatives** |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

**Office of Educational Services**

## Actions and Tasks

**Completed actions**:

- Provided teachers and administrators with PLC training and support
- Developed a plan to implement coaches throughout the District to facilitate ongoing coaching and training of new initiatives

**In Progress:**

- PLC training and support:  Planning for additional training and support
- Coaching plan:  Assessing current plan

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

## Office of Administrative Services

| |
|---|
| **Desired Outcome:**<br><br>**4.1A Recruit, hire and retain employees to ensure a talented workforce** |
| **4.1.A.1** Complete a recruitment and hiring evaluation to determine those practices that yields the greatest return on investment |
| **4.1.A.2** Develop a process to analyze retention data, particularly for high priority schools |
| **4.1.A.3** Create hiring standards and expectations for all positions |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

**Office of Administrative Services**

## Actions/Tasks

**Completed actions**:

- Research best practices in recruiting, hiring, and retention
- Gather data on the last three years of new staff, including student teaching programs
  - Create reports and surveys to capture data
  - Implement survey
  - Research best practices
- Survey former employees for information regarding reasons for leaving

**In Progress:**

- Analyze data from all surveys

**Planned:**

- Use data and best practices to create a recruitment plan
- Use data and best practices to create a retention plan

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

## Office of Administrative Services

| |
|---|
| **4.2.B Develop an onboarding process for all MVWSD employees** |
| **4.2.B.1** Develop an employee handbook that includes a timeline outline major events through the school year |
| **4.2.B.2** Develop an onboarding process/well-developed induction (orientation) process for all employees |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

**Office of Administrative Services**

## Actions/Tasks

**Completed actions**:

- Collect best practices and samples of handbooks
- Create content and edit employee handbook
- Survey recently hired employees regarding onboarding improvements
- Develop goals for Onboarding
- Meet with sites/departments to announce their new part in formal onboarding

**In Progress**:

- Ongoing editing of handbook
- Determine format (including decision to create an Orientation Handbook and Employee Resource Guide)
- Schedule site and department meetings to discuss onboarding needs

**Planned**:

- Determine formats for handbooks, such as printed v. online
- Distribution of new materials
- Meet with sites and departments for final input into onboarding
- Determine timelines for rolling out new onboarding process(es)

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

## Office of Administrative Services

| **Desired Outcome:** |
| --- |
| **4.2.D Consistent and well-designed individual performance evaluations and professional learning plans aligned with District goals** |
| **4.2.D.1** Redesign evaluation system of all staff through a comprehensive research analysis of current best practices |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 4: Human Capital

**Office of Administrative Services**

## Actions/Tasks

**Completed actions**:

- Created Task Forces
- Schedule, plan and facilitate meetings
  - MVEA, CSEA, principals, nurses
- Schedule any demonstrations

**In progress**

- Schedule, plan and facilitate meetings
- Demonstrations, gathering examples from other districts
- Decisions and recommendations to bargaining units
- Decisions regarding administrative evaluation system

**Planned**

- Work on timelines for implementation

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

| **Desired Outcome:** |
| --- |
| 5.1.A The District will maintain a balanced general fund. |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

**Office of Business Services**

## Actions

**Completed actions**:

- Implement digital purchasing, requisition, and encumbrance process - Removed due to SCCOE's plan to change current financial system.

**Planned**:

- Use digital systems to develop real-time, user-friendly reports for all stakeholders. (P)
- Tracking of capital improvements completed through Measure G are transparent and accessible. (P, I)

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

| **Desired Outcome:** |
| --- |
| 5.1-B The District will maintain facilities in good repair. |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

**Office of Business Services**

## Actions

Completed actions:

- Use a digital maintenance request system.
- Conduct a Facilities Inspection Tool (FIT) Assessment annually for short-term goals.

Planned:

- Create a Deferred Maintenance Plan for mid-term goals. (P, I)
- Create a Facilities Needs/Master Plan for long-term goals. (P, I)
- Create a technology infrastructure Needs/Master Plan for long-term goals. (P, I)

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

| **Desired Outcome:** |
| --- |
| 5.1-C Staff will receive necessary resources, including books, supplies, furniture, equipment, and technology**.** |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

# Actions

**Completed actions**:

**Planned**:

- Complete an inventory of current resources. (I)
- Purchase and distribute identified resources. (P)
- Provide access to shared written resources. (P)

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

| **Desired Outcome:** |
| --- |
| 5.1-D School nutrition program will be implemented in an efficient and cost-effective manner. |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

**Office of Business Services**

## Actions

**Completed actions**:

- Increased usage of Farm to Table foods, and Garden to Table vegetables that are featured, harvested and sampled, monthly by students.
- Met with Second Harvest Food Bank and the Mountain View Youth Coordinator to expand service to the city via additional city sites, additional sites outside of Mountain View and mobile feeding sites to support at risk populations.

**Planned**:

- Work with community agencies to look at increasing the garden to table program. (P)
- Support at risk populations by increasing breakfast, extended and summer meal programs. (P, I)

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

| **Desired Outcome:** |
| --- |
| 5.1-E  Annual resource management report for community. |
| |
| |
| |
| |
| |

© 2009 Mountain View Whisman School District. All rights reserved.

# SP2021 Goal 5: Resource Stewardship

## Office of Business Services

# Actions

**Completed actions**:

**Planned**:

- Develop components of an annual report of resource management for the community. (P)

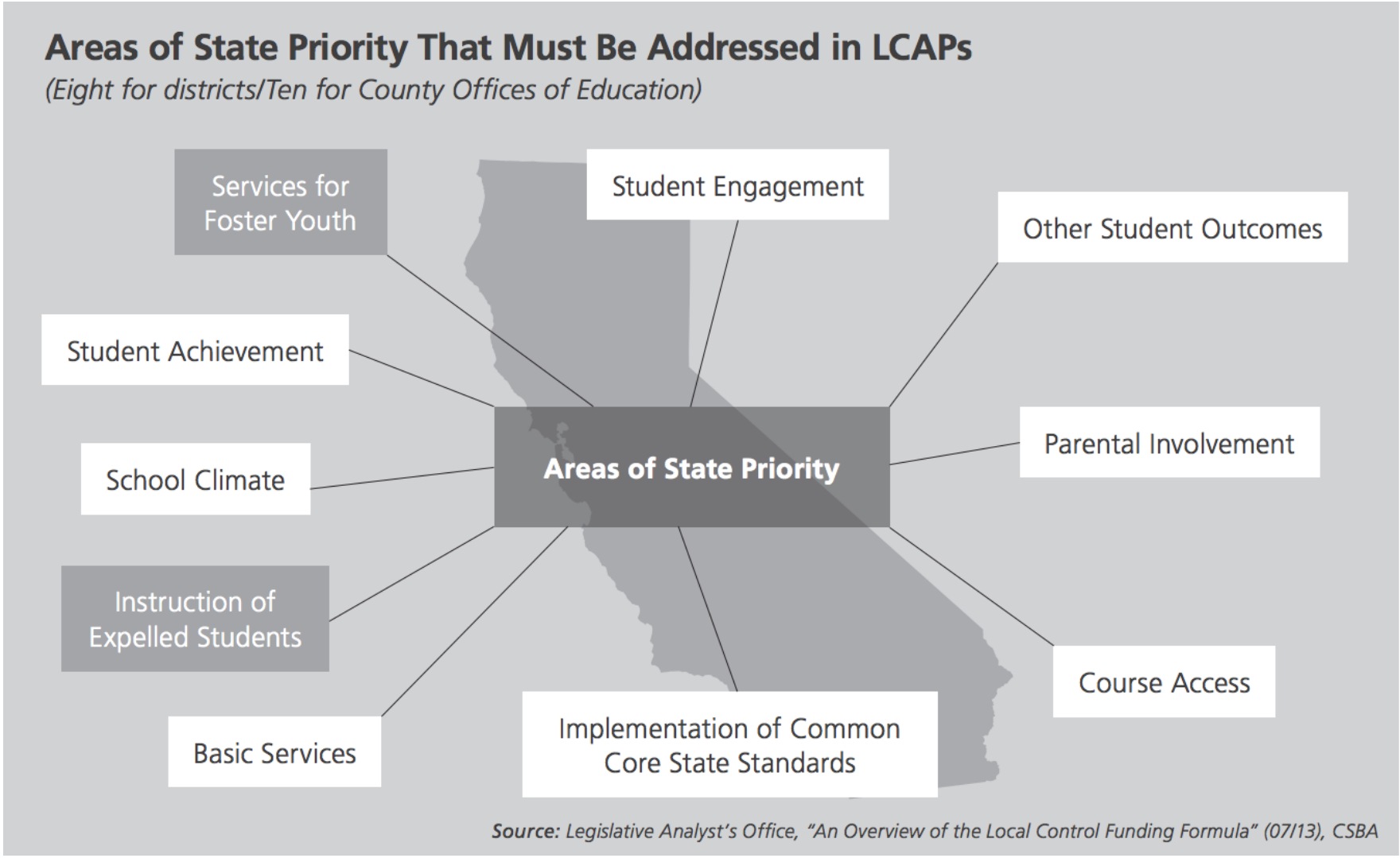
© 2009 Mountain View Whisman School District. All rights reserved.

# Local Control Accountability Plan- LCAP

- School districts in California must develop a three-year plan to explain their goals and strategies for improving achievement for all students. The goals must address the eight state priorities.
- The school district must develop a budget that matches spending to the goals outlined in the plan.
- The plan and budget must be approved by July 1 each school year by the local school board

© 2007 Mountain View Whisman School District. All rights reserved.

# California's Eight State Priorities




© 2007 Mountain View Whisman School District. All rights reserved.

# LCAP Goals and Metrics

- The current MVWSD 2016-17 LCAP contains 4 broad goals
- Each goal is aligned to the District strategic plan and the eight state priorities

© 2007 Mountain View Whisman School District. All rights reserved.

# MVWSD LCAP Goals

**GOAL 1: State Priority 1 (Strategic Plan Goals 2, 4, and 5)**
Ensure that all students have access to equitable conditions of learning by providing and investing in highly qualified teachers, leaders, and staff; well-maintained facilities and equipment; and standards-aligned instructional materials and resources in a fiscally responsible manner.

**GOAL 2: State priorities 2 and 4 (Strategic Plan Goals 1 and 2)**
Increase achievement for all students and accelerate learning outcomes for English Language Learners, low-income students, and other target groups to close the achievement gap

**Goal 3 – State priorities 7 and 8 (Strategic Plan Goal 1)**

Provide a broad course of study to ensure that all students are prepared for high school with the academic skills and mindset necessary for successful citizenship in the 21st century.

**Goal 4 – State Priorities 5 and 6 (Strategic Plan Goal 3)**

Ensure a safe, healthy, and respectful District and school environment to increase engagement, involvement, and satisfaction of students, staff, parents, and community members.

© 2007 Mountain View Whisman School District. All rights reserved.

# Strategic Plan

**What is our Strategic Plan?** (http://tinyurl.com/MVWSD-SP)

Strategic Plan 2021 was developed last year. More than 100 stakeholders (parents, students, teachers, administrators, community members, nonprofit organizations, and businesses) worked on vision, mission, and goal statements.  They also further defined the Portrait of a Graduate and developed strategies, desired outcomes, and action steps.

**Why a Strategic Plan?**

Is is the blueprint that guides all work in MVWSD. It ensures that employees and other stakeholders are working toward common, measureable goals.

© 2007 Mountain View Whisman School District. All rights reserved.

# Strategic Plan and Local Control Accountability Plan together will…

- **Create a structure and focus for District planning**
  - Focuses the District to align to 8 State priorities
  - Numerically significant (30 or more students) racial/ethnic subgroups for each District
  - English Language Learners
  - Socio-Economically Disadvantaged Students
  - Foster Youth
  - Students with Disabilities
- **Align District goals and actions with the budget and expenditures**
- **Is a living document that guides the District's work**

© 2007 Mountain View Whisman School District. All rights reserved.

# Funding Sources Used for LCAP Implementation

- The District's LCAP Goals are focused on Student Achievement, Stakeholder Engagement and Implementing the California State Standards to improve results for all students.
- MVWSD is a Community-funded district (formerly known as a basic aid). The District's funding is based on local property taxes.
- The District uses a variety of additional funding sources to meet the needs to all students including revenue from:
  - LCFF funding, MV Property Taxes
  - Shoreline Special Tax District Funding
  - Mountain View Education Foundation
  - Federal Programs, such as, Title I, Title II, Title III
  - Measure C Parcel Tax

© 2007 Mountain View Whisman School District. All rights reserved.

# District Revenue and Reserves

- **Unrestricted Revenue:** Discretionary funding used for general operations, all ongoing expenses, and shortfalls in other funds such as Special Education and Transportation (LCFF Sources, Lease Revenue, Lottery).

- **Restricted Revenue:** Non-discretionary revenue used for specific expenditures for which the funding is intended (Special Education, Title I, II, III, ASES, Measure G).

- **Reserves:** The “unrestricted ending balance” of Fund 01 used to fund “economic uncertainty” and one-time expenses.

© 2007 Mountain View Whisman School District. All rights reserved.

# 2016-2017 LCAP Budgeted Expenditures

**Goal 1:** Equitable Conditions of Learning
$ 3,732,275
(New Teachers,,instructional materials, Professional Development)

**Goal 2:** Student Achievement and Closing the Gap $ 4,362,000
(Programs for ELLs, Response to Instruction, Instructional Software, Summer School)

**Goal 3:** Develop 21st Century Learning Skills
$ 2,159,160
(Art, Music, PE, Enrichment, Technology devices, Culturally Responsive Instruction, Environmental Science)

**Goal 4:** Engagement and Environment
$ 666,000
(Community Engagement Facilitators, SARB, SART, Project Cornerstone, Professional Development)

**Total General Fund Expenditures**
**$ 10,919,435**

© 2007 Mountain View Whisman School District. All rights reserved.

# Funding Sources for 2016-2017 LCAP

| Funding Source | Amount |
|---|---|
| LCFF Base Grant/Property Tax; Special Education; MOT funding; Fund 12 Preschool; Fund 21 Bond Program | 8,344,584 |
| Educator Effectiveness Grant | 200,000 |
| Parcel Tax | 855,000 |
| Shoreline Account | 475,000 |
| MV Education Foundation | 368,000 |
| Federal Programs - Title I, II, III | 676,851 |
| **Estimated Total Budget** | **$10,919,435** |

© 2007 Mountain View Whisman School District. All rights reserved.

# Next Steps

So we have all this information, now what?

© 2007 Mountain View Whisman School District. All rights reserved.

# Timeline

| | |
|---|---|
| Jan 31 | ILT presentation and meeting discussion with Principals |
| Feb. 1- 28 | Schools present to site groups |
| Feb. 2 | BOT presentation: Overview of LCAP Plan |
| Feb. 6-Mar 1 | LCAP survey open |
| Feb. 6 | Presentation to DAC |
| Feb. 27 | Presentation to DELAC |
| Feb. 28 | Presentation to DO, MOT, Food & Nutrition |
| Mar. 1 | Joint Staff meetings (1 Elem + 1 MS) |
| March | Review initial input |
| March | Begin LCAP writing |
| April | Review data from surveys |
| April | Continue LCAP writing. Continue modification of LCAP and alignment of budget expenditures in new template. |
| Apr. 28 | LCAP draft due |
| May 1-31 | Post draft to web for public comment, DAC and ELAC meetings. Gather additional input from Advisory groups and respond. |
| Jun. 1 | BOT: First reading of LCAP |
| Jun. 15 | BOT: Approval of LCAP. Submission to the Santa Clara County Office of Education |

© 2007 Mountain View Whisman School District. All rights reserved.

# Questions?

https://www.mvwsd.org/community-page/lcff-lcap

© 2007 Mountain View Whisman School District. All rights reserved.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 2/2/2017**

**Agenda Category:** FUTURE BOARD MEETING DATES

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

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

---

**Background:**
February 16, 2017 - Parcel Tax Oversight Committee Annual Report, MVEF Update, Measure G Update
March 2, 2017 - Second Interim Report, Task Force Updates
March 16, 2017 - Policy Updates
April 6, 2017 - Budget Assumption, Assessment Update

**Fiscal Implication:**

**Recommended Action:**