

**Memorandum of Understanding  
between  
Santa Clara County Office of Education  
and  
Mountain View Whisman School District - Preschool**

*This Memorandum of Understanding (MOU), hereinafter referred to as the “Agreement”, is between the Santa Clara County Office of Education (SCCOE) and Mountain View Whisman School District-Preschool (the “Agency”). SCCOE and the Agency can each be referred to as the “Party” or collectively as the “Parties” for the purpose of this Agreement.*

## 1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Inclusion Collaborative Professional Development Training & Coaching services.

## 2. Goals

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

The Mission of the Santa Clara County Office of Education – Inclusion Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Development Training & Coaching Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

## 3. Responsibilities

### 3.1. The Agency Responsibilities:

**Mountain View Whisman School District - Preschool** to advise the SCCOE, Inclusion Collaborative of their Training & Coaching needs at least 4 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Mountain View Whisman School District - Preschool** will notify the SCCOE, Inclusion Collaborative with at least 3 weeks advance notice.

### 3.2. The SCCOE Responsibilities:

SCCOE, Inclusion Collaborative will provide services based on guidance of this agreement.

SCCOE agrees to the following COVID-19 vaccination/testing requirements with respect to any of SCCOE’s employees, agents, consultants, subconsultants, or employees of consultants and subconsultants (“**Applicable Staff(s)**”):

- Before any Applicable Staff enters an Agency site to perform the Services, SCCOE shall verify that any Applicable Staff:

- Is Fully Vaccinated. **“Fully Vaccinated”** shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Staff, to the extent approved and required by public health guidelines.
- Who has requested and obtained an accommodation from SCCOE from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to COVID-19 testing twice a week and that any such test demonstrates a negative COVID-19 test.
- SCCOE shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the Agency upon request.
- Any SCCOE employee who does not fulfill these requirements will be declared ineligible to provide service on any Agency site(s) until they submit the proper documentation.
- SCCOE’s responsibility for Infectious Disease compliance and record keeping extends to all its employees, subcontractors, and employees of subcontractors who work in any capacity on an Agency site(s), including but not limited to those who come into contact with Agency students and employees, regardless of whether they are designated as employees or acting as independent contractors of the SCCOE.

**3.3. Shared Responsibilities:**

SCCOE, Inclusion Collaborative and **Mountain View Whisman School District - Preschool** will finalize the dates for Inclusion Training services with at least 4 weeks’ notice ahead of the requested training date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each training date(s).

**3.4. Delivery of Services and Use of Resources:**

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Inclusion Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?)

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

**4. Duration of Agreement**

This Agreement begins on July 1, 2022 and ends on June 30, 2023

**5. Articulation of Monies/Compensation**

**5.1. Mountain View Whisman School District - Preschool** will pay up to \$3,742.00 (not to exceed) to the SCCOE, Inclusion Collaborative. The rates for services are as follows:

- 5.1.1. Trainings: \$3,000 full day, \$1,500 half day, \$250 hourly (2 hour minimum)
- 5.1.2. Webinars: \$750

- 5.1.3. Observation & Coaching: \$250/hour (2 hour minimum)
- 5.1.4. IEP Review & Technical Assistance: \$250/hour (2 hour minimum)
- 5.1.5. Video Recording & YouTube link provision \$250 for 6 month availability period
- 5.1.6. Resource Materials: Costs Varies will identify on quote

5.2. Invoices for completed services will be issued quarterly by the SCCOE, Inclusion Collaborative. Monies will be paid upon receipt of invoice.

5.3. Proposed Expenditures:

<b>Proposed Dates/Times</b>	<ul style="list-style-type: none"> <li>• October 13, 2022 Full Day PD training</li> <li>• Calming kits (7 x \$88) plus sales tax &amp; shipping. Total \$742</li> </ul>
<b>Topics:</b>	Teaching Self-Regulation and Supporting Challenging Behavior
<b>Total Cost:</b>	\$ 3,742.00

## 6. Data Sharing

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

- Yes, Data Sharing agreement/form attached
- No

## 7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 1 week advance written notice to the other Party.

## 8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

## 9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

## 10. Execution Authority

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

## 11. Electronic Signatures/ Signatures

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

**SCCOE:**

***(Mountain View Whisman School District -  
Preschool):***

By: \_\_\_\_\_  
Signature of Authorized SCCOE Official

Name: Dr. Gary Waddell

Title: Assistant Superintendent, EEPD

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

Address: 1290 Ridder Park Drive  
San Jose, CA 95131

Phone: 408-453-6554

Email: SLopez@sccoe.org

By: \_\_\_\_\_  
Signature of Authorized Agency Official

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

***For Contracts Office/Risk Management use only:***

RM#: \_\_\_\_\_

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

Signature: \_\_\_\_\_