



## CONTRACT / AGREEMENT ROUTING FORM NO STUDENT CONTACT

<b>SCCOE Staff Contacts</b>		<b>Contract Originator (Admin)</b>	<b>Title</b>	<b>Extension</b>
<i>Questions about this contract should be sent to:</i>		Elizabeth Carmona	Administrative Research Assistant	4282
<b>Division:</b>	Executive Services	<b>Name of Responsible Administrator</b>	<b>Title</b>	<b>Extension</b>
<b>Department:</b>	Child Care Planning & Support	Michael Garcia & Cynthia Fong-Wan	Director - Child Care Planning & Support	6649

Contract/Agreement Information	
<b>Contract/Agreement Type</b>	<input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Amendment to RM# _____ <input checked="" type="checkbox"/> MOU <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> Construction / Design <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Technology <input type="checkbox"/> Other: _____
<b>Contractor's Name</b>	Mountain View Whisman School District- Preschool
<b>Service Type / Brief Description</b>	California Preschool Instructional Network (CPIN) Region 5 Trainings FY23

Compensation & Terms			
<b>*Anticipated Start Date</b>	7/1/2022	<b>End Date</b>	6/30/2023
			<input checked="" type="radio"/> REVENUE
<b>Original Contract Amount</b>	\$ 3,700.00	<b>Revised Total Contract Amount</b> <i>(for Amendments only)</i>	

### Directions

- Steps listed below must be completed *sequentially*.**
- \*Contractor Services cannot be initiated until the contract is fully approved.**
1.  **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**  
 RFP / Bid# \_\_\_\_\_     Best Source (\$3,000 - \$99,099)     N/A  
 Sole Source     Verified by Purchasing (required) \_\_\_\_\_
  2.  **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE contract originator completes the contract packet and gathers required attachments.**  
 Proof of Workers' Compensation Insurance     General Liability Insurance Certificate:  
 W-9     Additional Insurance Endorsement  
 Auto Liability     Molestation / Sex Abuse Endorsement
  3.  **Risk Management Insurance Review**    AS
  4.  **Gather initials verifying review of draft contract and identified funding source:**  
 Initiator EC     Manager [Signature]     Director MG     Assoc Sup/Assis Sup/Chief MAD  
*For Construction/Design and Leases Only:    For Software/Technology Purchases Only:    For contracts involving Data Sharing Only:*  
 General Services Director \_\_\_\_\_     Tech. Infra. & Supp. Director \_\_\_\_\_     Data Governance \_\_\_\_\_
  5.  **Contractor to review and sign the contract.**     SCCOE signs first  
Initial Date Approved
  6.  \_\_\_\_\_ **Internal Business Services (IBS) – Contract Analyst to review, initial, and return to contract originator for final contract signature.**
  7.  \_\_\_\_\_ **Obtain appropriate signature on contract per thresholds listed below.**  
 \$0 - \$2,999: SCCOE Director  
 \$3,000 - \$99,999: SCCOE Associate Superintendent/Assistant Superintendent/Chief  
 \$100,000 & Over: Superintendent
  8.  \_\_\_\_\_ **Return to IBS – Contract Analyst to obtain a RM#. IBS returns to contract originator.**
  9.  \_\_\_\_\_ **Contract originator creates the requisition using assigned RM# to generate a PO.**



**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 California Preschool Instructional Network (CPIN) Region 5 Trainings.

SCCOE, CPIN Region 5 has provided high-quality professional learning, technical assistance, and support to California's preschool program administrators and teachers through its statewide network since 2004. Through regional communities of practice (CP) and series of professional learning experiences, CPIN promotes promising practices in early learning, family engagement, and equity, and emphasizes a whole child approach .

**2. Goals**

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

**3. Responsibilities**

**3.1. The Agency Responsibilities:**

- Agency to advise SCCOE, CPIN Region 5 of their Training needs at least 4 weeks in advance to ensure appropriate staff are available.
- If registration tracking or flyer creation is needed, Agency will notify the SCCOE, CPIN Region 5 with at least 3 weeks advance notice.

**3.2. The SCCOE Responsibilities:**

- SCCOE, CPIN Region 5 shall provide services based on guidance of this agreement.
- SCCOE, CPIN Region 5 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, CPIN Region 5 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, CPIN Region 5 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, CPIN Region 5 shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the Agency upon request.
- Any SCCOE, CPIN Region 5 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, CPIN Region 5'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, CPIN Region 5.

**3.3. Shared Responsibilities:**

- SCCOE, CPIN Region 5 and Agency will finalize the dates for CPIN 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, CPIN Region 5 and Agency in advance of each training date(s).

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

- Following services, SCCOE, CPIN Region 5 reserves the right to request an impact story. It is vital for ongoing improvement to hear from partner agencies on how the services provided by SCCOE, CPIN Region 5 have impacted their site. (i.e., How has the professional development? What has been implemented in the classroom based on the professional learnings?)
- For schools/districts, the SCCOE, CPIN Region 5 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**

The Agency will pay up to \$3,700.00 (not to exceed) to the SCCOE, CPIN Region 5. The rates for services are as follows:

- Trainings: \$3,500 full day, \$1,750 half day, (\$100 extra for in person)
- Resource Materials: Costs Varies will identify on quote

Invoices for completed services will be issued quarterly by the SCCOE, CPIN Region 5. Monies will



be paid upon receipt of invoice. All checks shall be made payable to "Santa Clara County Office of Education" and mailed to:

SANTA CLARA COUNTY OFFICE OF EDUCATION  
ACCOUNTING SERVICES MC 242  
1290 RIDDER PARK DRIVE  
SAN JOSE CA 95131

Proposed Expenditures:

<b>Proposed Dates/Times</b>	<ul style="list-style-type: none"> <li>• January 9, 2023: Half Day Virtual PD training from 9-11:30am</li> <li>• March 13, 2023: Half Day Virtual PD training from 9-11:30am</li> </ul>
<b>Topics:</b>	Preschool English Learners Guide & Strategies to support Dual Language Learners
<b>Total Cost:</b>	\$ 3,500 (up to \$3,700 for in-person PD)

**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.

Santa Clara County  Office of Education

**SCCOE:**

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

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

Name: Dr. Mary Ann Dewan

Title: County Superintendent of Schools

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

Address: 1290 Ridder Park Drive  
San Jose, CA 95131

Phone: 408-453-6511

Email: MDewan@sccoe.org

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

Name: Cathy Baur

Title: Chief Academic Officer

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

Address: 1400 Montecito Ave.  
Mountain View, CA 94043

Phone: (650) 526-3500 ext 1126

Email: cbaur@mvwsd.org

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

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

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

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