

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

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

## 1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Librarian of Record 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.

SCCOE will serve as the Librarian of Record for the Agency.

## 3. Responsibilities

### 3.1. The Agency Responsibilities:

Agency will contract with the SCCOE for Librarian of Record services (compliance only).

### 3.2. The SCCOE Responsibilities:

SCCOE will serve as the Librarian of Record for the Agency.

## 4. Duration of Agreement

This Agreement begins on July 1, 2023 and ends on June 30, 2024.

## 5. Articulation of Monies/Compensation

Agency will pay the SCCOE \$0.75 per a.d.a. for Librarian of Record services for compliance purposes. A.D.A. is determined using the latest enrollment information recorded at DataQuest. Agency's latest recorded enrollment is 4,522. Agency will pay the SCCOE \$3,391.50 within 30 days of receipt of invoice.

## 6. Data Sharing

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

- Yes, Data Sharing agreement/form attached
- No

## 7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30 days advance written notice to the other Party.

## 8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

## 9. Insurance/Hold Harmless

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

## 10. Execution Authority

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

evidenced by their signature as set forth in this Agreement.

**11. Electronic Signatures/ Signatures**

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

**SCCOE:**

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

Name: Anisha Munshi, Ed.D.

Title: Associate Superintendent

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

Address: 1290 Ridder Park Drive, MC 237  
San Jose, CA 95131

Phone: (408)453-6842

Email: amunshi@sccoe.org

**Mountain View Whisman School District:**

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

Email: cbaur@mwwsd.org

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

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

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

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