

**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 (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 California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant.

Background:

As the lead agency for the CSPP QRIS Block Grant, the Santa Clara County Office of Education (SCCOE) administers CSPP QRIS Site Block Grant awards and/or incentives for CSPP agencies to promote quality improvement in Santa Clara County and San Benito County. Site Block Grants for CSPP sites rated at Tier 4 and Tier 5 help address the additional costs associated with reaching and maintaining high levels of quality. At Tier 3, the CSPP QRIS Block Grant can provide training and technical assistance (T&TA) support to help programs improve their quality and tier rating. The CSPP QRIS Block Grant is supported annually in state education funds for the support of local early learning QRIS programs that increase the number of low-income children in high-quality state preschool programs that prepare them for success in school and life.

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/Site Responsibilities:

To receive a CSPP QRIS Block Grant Site Block Grant or Incentive, Agency must:

- Submit the Common Data File (CDF) for each participating QRIS site(s) in Hubbe by April 5, 2024.
- Submit one or more Quality Improvement Plans (QIP)/s per QRIS site in Hubbe by April 5, 2024.
- Have a completed rating or be identified to be rated by June 30, 2024.
- Be an operator of a CSPP-funded site(s) enrolled in QRIS and must be currently serving CSPP children. Agency is considered enrolled in QRIS when a QRIS site record is created in Hubbe.
- Coordinate with CLASS Assessor(s)/Contractor(s) on safety protocols, clearances, and/or approvals needed for the Assessor to provide the service when a participating QRIS site is due for rating.

Agency will adhere to the following spending and reporting requirements:

- Expend Site Block Grants and/or Incentives on the allowable costs outlined in *CDE's Subrecipient Guidance* for CSPP QRIS Block Grant Site Block Grants and/or Incentives (Attachment A) (released July 2023).
- As a subrecipient of the Incentive or Block Grant, the Agency has an additional 12 months to spend their Incentive or Site Block Grant (June 30, 2025).
 - Example: An Agency would have until June 30, 2025, to spend their Fiscal Year 2023-24 Block Grants and Incentive funds.
- Funding may not be saved or accumulated for use in future fiscal years.
- To ensure funds are being expended, the Agency is responsible for reporting expenditures for all Site Block Grant and/or Incentive funds received through the CSPP QRIS Block Grant. An electronic copy of the expenditure report (Attachment B) will be provided for completion at the close of each subsequent fiscal year (2023-2024 & 2024-2025). For funds received in FY 23-24, the report will be due on July 15, 2024, and July 15, 2025. Funds not expended by June 30, 2025, will be collected via invoice by SCCOE for return to the CDE or by a process set forth by the California Department of Education, Early Education Division.
- Agency agrees that data from the QRIS SCCOE Hubbe (operated by Hubbe, Inc.) may be shared with the state, and/or its designee for evaluation and reporting purposes and for accountability of public funds.

3.2. The SCCOE Responsibilities:

- Provide technical assistance (TA) as needed through QIP Community of Practice (CoP).
- Coordinate support for the QRIS and CSPP QRIS Block Grants with Quality Counts California (QCC).
- Determine Agency's Block Grant and/or Incentive eligibility and amount based on data collected through the Common Data File (CDF).
- Communicate to the Agency the CSPP QRIS Site Block Grant and/or Incentive amounts based on the number of CSPP classrooms (part-day/full-day sessions) via an award letter on or about May 31, 2024.
- Communicate updated allowable and non-allowable costs shared by the California Department of Education (CDE).
- Process 2023-24 CSPP QRIS Site Block Grants and/or Incentives by June 30, 2024.

4. Duration of Agreement

This Agreement begins on July 1, 2023, and ends on June 30, 2025.

5. Articulation of Monies/Compensation

SCCOE will process CSPP QRIS Site Block Grant and Incentive payments in one lump sum between May and June 2024. SCCOE will pay Agency a not-to-exceed amount of \$47,735.12.

This Agreement is subject to the appropriation of adequate funding by the SCCOE for the services outlined herein. In the event that funding is reduced or withdrawn by the California Department of Education (CDE) for said services, the SCCOE reserves the right to either terminate this Agreement without incurring liability or propose an amendment reflecting the adjusted amount.

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 five days in 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.

The SCCOE Childcare Planning & Support Department will contact Agency before services are to be provided by the CLASS Assessor(s)/Contractor(s) at any Agency sites and: (1) notify the Agency that CLASS Assessor(s)/Contractor(s) are a private entity; (2) request approval from the Agency for CLASS

Assessor(s)/Contractor(s) to provide services; and (3) request Agency to have staff present to provide adequate supervision of CLASS Assessor(s)/Contractor(s). The Agency is solely responsible to determine what clearances and/or approvals are needed for CLASS Assessor(s)/Contractor(s) to provide services. The Agency has sole discretion to approve or not approve CLASS Assessor(s)/Contractor(s) to provide services. CLASS Assessor(s)/Contractor(s) will comply with all protocols necessary to be approved to provide services at Agency sites. At Agency sites, CLASS Assessor(s)/Contractor(s) shall not be alone with students at any time, even virtually.

Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages caused by the CLASS Assessor(s)/Contractor(s) arising out of the activities and services under the Agreement.

The safety protocols and responsibilities will be enforced during any and all services provided under this Agreement.

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: Mary Ann Dewan, Ph.D.

Title: County Superintendent of Schools

Date: _____

Address: 1290 Ridder Park Drive MC 201
San Jose, CA 95131

Phone: 408-453-6511

Email: mdewan@sccoe.org

Mountain View Whisman School District:

By: _____
 Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____