

**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mtn. View Whisman School District - PreK**

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Mtn. View Whisman School District - PreK (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 Innovations Collaborative Professional Learning Opportunities, Coaching & Technical Support 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 – Innovations 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 Learning Opportunities, Coaching & Technical Assistance 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:

Mtn. View Whisman School District - PreK to advise the SCCOE, Innovations Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Mtn. View Whisman School District - PreK** will notify the SCCOE, Innovations Collaborative with at least 2 weeks advance notice.

3.2. The SCCOE Responsibilities:

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

3.3. Shared Responsibilities:

SCCOE, Innovations Collaborative and **Mtn. View Whisman School District - PreK** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service 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 Innovations 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, 2025 and ends on June 30, 2026

5. Articulation of Monies/Compensation

5.1. Mtn. View Whisman School District - PreK will pay up to \$ 11,750.00 (not to exceed) to the SCCOE, Innovations Collaborative. The FY2025-2026 rates for services are as follows:

- 5.1.1. Trainings: \$4,500 full day, \$2,250 half day, \$350 hourly, customizable upon request (i.e. large groups, specific time availability, etc.)
- 5.1.2. Webinars: \$750
- 5.1.3. Observation, Coaching & Technical Assistance: \$160/hour
- 5.1.4. IEP Review & Technical Assistance: \$350/hour
- 5.1.5. Video Recording provided with advance notice at \$350 for 6 month 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, Innovations Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.

5.3. Proposed Expenditures:

Proposed Dates/Times	<p>IC Services provided for PreK include:</p> <ul style="list-style-type: none"> - Half day PD Sign Language to Support Positive Behaviors for staff (~25) to include make and take activity on 8/8/25 @ \$2,250.00 plus \$250 in materials - Half day PD Teaching Pyramid Mod. 3 Deep Dive (make up session w/JJ) staff ~25 on 10/9/25 <p>CPIN services provided for Pre-K are:</p> <ul style="list-style-type: none"> - 1 half day PD for staff (~25) PTKLF Overview on 8/8/25 @ \$2,250.00
Topics:	See above
Total Cost:	\$4,750.00

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 2 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



QUOTE

CREATED BY Sandya Lopez
DATE 6 May 2025

INNOVATIONS COLLABORATIVE
1290 Ridder Park Dr. MC 227
San Jose, CA 95131

TO:

(FY25-26) Mountain View Whisman PreK

Terri Kemper
tkemper@mvwsd.org

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Cost
CPIN - PTKLF Overview PreK Staff (25)	Half Day PD	8 Aug 2025 08:00		\$2,250	
IC - Sign Language to Support Positive Beh. (25 make and take)	Half Day PD	8 Aug 2025 12:00		\$2,250	\$250
IC - Teaching Pyramid Module 3 Deep Dive (make-up session w/JJ) PreK Staff (25)	Half Day PD	9 Oct 2025 12:00			
TOTAL				\$4,750	

NOTES/INFORMATION:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Santa Clara County Office of Education

Pre-K Innovations Collaborative

***REQUIRED CHECKBOX* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

SCCOE will not use MVWSD PSA

Contract for Professional Services / Special Services

- \$50,000 or below, no further steps required.
- \$50,001 and above, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

Contract for Services (NOT Special Services)

- \$50,000 or below, no further steps required.
- \$50,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

Contract for Waste Services {MOT or CBO}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Transportation (Bus, Cars, etc.) Services

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Equipment, Materials and Supplies

- \$75,000 or below, no further steps required.
- \$75,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

Contract for Educational Materials {Ed Services}

- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

- Contract for Perishable Foods {Child Nutrition}**
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.
- Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Office}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.
- Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.
- Contract for Construction, Repair and Maintenance {MOT or CBO}**
 - Up to \$75,000**, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
 - \$75,001 - \$220,000**, followed the Informal Bid Process in the Purchasing Processes and Procedures document.
 - \$220,001 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
 - Lease-Leaseback**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
 - Design-Build**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.
- Contract for Energy Services That Will Generate Cost Savings**
 - Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.
- Emergency Contracts {CBO Only}**
 - Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

<u>Approval by Department Head</u> (Minimum: Manager Level)	<u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: <u> <i>Terri W. Kemper</i> </u>	Signature: <u> <i>Cathy Baur</i> </u>
Date: <u> May 13, 2025 </u>	Date: <u> May 21, 2025 </u>
Print Name: <u> Terri W. Kemper </u>	Print Name: <u> Cathy Baur </u>
Print Title: <u> Director, Preschool Programs </u>	Print Title: <u> Associate Superintendent </u>

For Department: Preschool Programs **PreK Innovations Collaborative**

Checklist not required for school sites

- Professional Development for preschool staff, materials and tools included.

PD. - 8/8/25 &
10/9/25