

**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 participation in the School Counselor Residency Program (SCRП). The purpose is to establish a formal partnership between SCCOE and the Agency and to outline the conditions and guidelines governing their collaboration. The goals of this partnership include: recruiting a diverse cohort of school counselors; developing high-quality professionals through a residency model; improving counselor retention; creating a pathway for individuals aspiring to become school counselors; and fostering mentorship by encouraging experienced counselors to support new entrants to the profession. SCCOE and the Agency will collaborate with the University of Massachusetts Global, an Institute of Higher Education (IHE), to implement this new counselor pathway.

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. Agency Responsibilities:

- Collaborate with SCCOE staff to recruit and select resident candidates from within the Agency per the selection criteria described in the School Counselor Residency Grant.
- Nominate Mentor Counselor (Mentor) candidates to the program using the criteria in the Grant.
- The Agency shall be responsible for entering into any and all necessary agreements with the IHE, University of Massachusetts Global, prior to the commencement of the residency program for any resident candidate.
- Complete fingerprinting, TB screening, and any other protocols required by the School District for student contact of resident candidates.
- Consider residents as potential future counselors for the district/schools where they are trained.
- The resident candidate will not serve as the counselor of record. However, residents may pursue employment opportunities with the Agency, provided such employment does not interfere with the clinical practice hours required by the School Counselor Residency Program.
- Provide support for the role of the Mentor Counselor including: payroll support with invoicing SCCOE to pay mentor stipends (two \$2500 payments, one per semester, less applicable payroll taxes and benefits) and assure Mentor's attendance at required Mentor

seminars (virtual or in-person).

- Provide information about the mentor and resident candidate for grant reporting purposes.
- Work cooperatively with SCCOE and IHE staff and mentors and commit to ongoing professional development in support of the School Counselor Residency Program.
- Review, and revise as needed, district policies, including any applicable collective bargaining agreements that are related to Mentor and Resident candidates working in the district.
- Participate in all evaluation/feedback activities.

Mentor responsibilities:

- a. Spend time to formally plan with their resident which includes at least 2 hours per week that is scheduled in advance.
- b. Participate in the program for the entire residency period (August-June).
- c. Be present as much as possible (not more than 10 days of absence).
- d. Agree to be supported and coached by the School Counselor Residency coordinator and attend quarterly coaching sessions.
- e. Attend up to ten mentor training sessions.

3.2. The SCCOE Responsibilities:

- Employ a School Counselor Residency Coordinator to perform services as described in the SCCOE/IHE School Counselor Residency Program agreement.
- Provide a process for equitable distribution of services to Resident candidates, Mentors, and Site Administrators in all participating districts, including recruitment of Mentors to work with the district's Resident candidates, as needed.
- Establish and maintain accurate records and reports including confidential files containing information, formative assessments, and other statements of progress for Resident candidates.
- Establish and maintain a comprehensive database for all Resident candidates. Provide regular updates to all Resident candidates and their districts.
- Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing.
- Provide professional development for recruited Mentors to prepare them to participate in the School Counselor Residency Program.
- Provide a \$25,000 stipend to the Resident candidate and a \$5,000 stipend to the mentor (disbursed in two payments of \$2,500, less applicable payroll taxes and benefits), funded through the School Counselor Residency Grant.

3.3. Shared Responsibilities:

- Establish a committee composed of key leaders, district partnership representatives, SCCOE coordinators, and UMass Global faculty leadership to serve as an advisory board, providing guidance on program implementation and continuous improvement.
- Meet at least quarterly on shared agenda items.
- Develop shared program processes.
- Establish regular communication processes and expectations to ensure information and feedback is shared on an ongoing basis.
- Create a recruitment plan for resident candidates.
- Collaborate on curricular integration.
- Create a long-term strategic plan to grow and sustain the residency program.
- Be an active member of the consortium that includes SCCOE, School Districts, and IHE

partners.

- Share data for grant reporting purposes. SCCOE will share the grant reporting document with the district.
- In the event a mentor is unable to complete the term of the Residency program, SCCOE and Agency shall be responsible for finding a replacement mentor as soon as reasonably practicable.
- In the event that the district is not able to find placement for the resident candidates, SCCOE will support placing them in other partner districts.

4. Duration of Agreement

This MOU shall become effective upon the date of execution by both parties and shall continue through June 30, 2031.

5. Articulation of Monies/Compensation

SCCOE will pay the mentor counselor stipend amount of \$5,000 per mentor to the Agency as follows:

- \$2,500 in fall semester (less applicable payroll taxes and benefits)
- \$2,500 in spring semester (less applicable payroll taxes and benefits)

The Agency will invoice SCCOE, who will release the funds to the Agency. It is up to the Agency to deduct the applicable payroll taxes and benefits prior, then pay the mentor through Agency payroll processes.

This Agreement is contingent upon the appropriation and availability of sufficient funding by SCCOE for the services described herein. In the event that funding for these services is reduced, delayed, or terminated by the CCTC, SCCOE reserves the right to either: (a) terminate this Agreement immediately upon notice from CCTC, with no further obligation or liability to SCCOE; or (b) propose an amendment to this Agreement reflecting the adjusted funding 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

X No

- Agency will provide information about the mentor and Resident candidate for grant reporting purposes.
- SCCOE will establish and maintain accurate records and reports including confidential files containing information, formative assessments, and other statements of progress for Resident candidates.
- SCCOE will establish and maintain a comprehensive database for all Resident candidates.

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon thirty (30) calendar 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: Agency will maintain sufficient insurance to protect the Agency and SCCOE. Agency will name as Additional Insured for General Liability Insurance the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents, representatives, and invitees. Agency shall maintain a Certificate of Insurance with Additional Insured Endorsement in their Business Office and provide a copy to SCCOE upon request.

9.2 Indemnification: Agency has sole discretion to accept a Resident Candidate for clinical practice hours. Agency is solely responsible for any safety protocols required for Resident Candidates for student contact/student access. Agency agrees that SCCOE shall not be liable, either to persons or property, for any damages arising out of the activities and services under this Agreement.

9.3 Agency shall hold harmless, indemnify, and defend SCCOE, its Board, officials, agents, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement, to include, but not limited to, accident, injury, illness, or death. Agency shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorneys' fees, and judgments which may issue thereon. Agency's obligation under this paragraph shall not be limited in any way to the Agency's limit of, or lack of, sufficient insurance protection.

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:

Title:

Date:

Address:

Phone:

Email:

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT:

By:

Signature of Authorized Agency
Official

Name:

Jeffrey Bair

Title:

Superintendent

Date:

Address:

1400 Montecito Ave.

Mountain View, CA 94043

Phone:

(650) 526-3500

Email:

jbaier@mvwsd.org

For Contracts Office/Risk Management use only:

RM#:

Date:

Signature:

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

Vendor Name: _____ - approved vendor

***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.

County Office will
use their MOU in
lieu of MVWSD PSA

☐ **Contract for Professional Services / Special Services** ** no cost to DO

☐ **\$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 <u>Perishable Foods</u> {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 "<u>Piggyback Agreement</u>" with Another California Entity {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing <u>CMAS</u> / Other "<u>Leveraged Procurement Agreement</u>" via the CA Dept of Gen Svcs {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing an <u>On-Line /Out-Of-State</u> "<u>Cooperative Purchasing Agreement</u>" {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract for <u>Construction, Repair and Maintenance</u> {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 <u>Energy Services</u> 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.
☐ <u>Emergency</u> Contracts {CBO Only}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)	Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: _____ 	Signature: _____ 
Date: _____ July 14, 2025 _____, 20____	Date: _____ July 14, 2025 _____, 20____
Print Name: _____ Karin Jinbo	Print Name: _____
Print Title: _____	Print Title: _____
For Department:	

Checklist not required for school sites