

**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 the California Department of Education Tobacco Use Prevention Education (TUPE) program.

2. Goals

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

Reduce tobacco use among students and reduce suspension rates due to tobacco, cannabis, or vape use.

3. Responsibilities

3.1. The Agency Responsibilities:

- Identify the school district lead to make fiscal and programmatic decisions and attend the three mandatory TUPE grantee meetings scheduled on or about each year in August, December, and May at SCCOE or virtually.
- Encourage alternatives to suspension methods for students using or in possession of tobacco/vapes. Attendance at alternatives to suspension trainings is optional but highly encouraged.
- Ensure the district has tobacco-free policy certification and enforce the policy, including maintaining school signage, promoting alternatives to suspension, and communicating the policy to students, families and community, and staff.
- Administer the California Healthy Kids Survey (CHKS) TUPE Core Survey to all grade [5 or 6], 7, 9, 11, and all Non-Traditional (NT) students in the first year of the TUPE grant term and every other year thereafter. The district representative is encouraged to attend a CHKS workshop held each year on or about December at SCCOE or virtually.
- Administer the California Youth Tobacco Survey if school district is randomly selected to participate in the survey.
- Complete Annual Fiscal Expenditure Report, signed by fiscal authority, and include general ledger of funds spent each year by July 15, 2026, July 15, 2027, and July 15, 2028.

3.2. The SCCOE Responsibilities:

- Designate a Manager/Supervisor, to provide overall coordination of the comprehensive Tobacco Use Prevention Education (TUPE) program.

- Ensure that all project funds expended or obligated are allowable costs and in compliance with the approved budget.
- Maintain required documentation of project services, activities, accomplishments, and program records.
- Submit Consortium progress and expenditure reports to the CDE TUPE office annually or as required by the grant to ensure grant compliance.
- Provide annual teacher training on select curricula and provide all materials necessary for implementing the programs with fidelity.
- Provide tobacco/vape prevention webinars, training, and support for school staff professional development and parent education.
- Provide county and regional TUPE events or activities for students and educators to participate in.
- Collaborate with community partners, such as the Santa Clara County Public Health Department, County of Santa Clara Behavioral Health Services, and/or other local agencies, to support student services and address the whole child.
- Deliver on-site technical assistance, and presentations, as needed to educators, students, and parents.
- Monitor school district to ensure up-to-date compliance with tobacco-free policy and signage.
- Maintain the Santa Clara County Office of Education TUPE website: sccoe.org/tupe.

3.3. Shared Responsibilities:

- The parties agree to share the following responsibilities related to increasing awareness about the dangers of youth tobacco use:
 - a) ongoing communication between all parties,
 - b) other strategic marketing initiatives.

4. Duration of Agreement

- This Agreement begins on July 1, 2025 and ends on June 30, 2028.

5. Articulation of Monies/Compensation

- This is a No-Cost agreement to be amended upon grant application acceptance and approval.

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 either Party failing to perform in accordance with the terms and conditions of this agreement following 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: _____
Jessica Simpson

Title: _____
Director, School Climate, Leadership
and Instructional Services

Date: _____

Address: _____
1290 Ridder Park Dr.
San Jose, CA 95131

Phone: _____
669-212-4444

Email: _____
jsimpson@sccoe.org

Mountain View Whisman School District:

By: _____
Signature of Authorized Agency Official

Name: _____
Dr. Ayindé Rudolph

Title: _____
Superintendent

Date: _____

Address: _____
1400 Montecito Ave
Mountain View, CA 94043

Phone: _____
650-526-3552

Email: _____
supt@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**

County Office will
use their MOU in
lieu of MVWSD PSA

☐ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

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

☐ **\$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

<u>Approval by Department Head</u> (Minimum: Manager Level)	<u>Approval by Person with Delegated Authority</u> (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