

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

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/ Graham Middle School (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 providing the Parent Engagement workshops series in an in-person format for the academic school year 2025-2026.

2. Goals

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

Through these offerings, we will provide services directly to parents in support of student achievement and social emotional learning.

3. Responsibilities

3.1. The Agency Responsibilities:

The Agency will promote the workshop to parents in their school and secure parent registrations for the workshop series.

3.2. The SCCOE Responsibilities:

SCCOE will provide four (4) Active Parenting workshops for Secondary with integrated SEL supports for parents.

3.3. Delivery of Services and Use of Resources:

- a. SCCOE will provide 10 copies total of the Active Parenting book in English to the Agency for dissemination to parents. The Agency will have the option to purchase more books at \$50.00 per extra copy.
- b. The Agency will decide on the manner to disseminate books.
- c. SCCOE will provide one (1) Family and Community Engagement Coordinator to facilitate the training in English.
- d. Trainings will be held in person at Graham Middle School, 1175 Castro St., Mountain View, CA 94040.
- e. Training is limited to 100 participants.
- f. The training will take place on the dates and times as stated:

- a. Active Parenting Tuesdays, September 30, October 7, 14 and 21, 2025, from 6:00pm – 7:30pm

4. Duration of Agreement

This Agreement begins on September 9, 2025, and ends on December 31, 2025.

5. Articulation of Monies/Compensation

The Agency will pay the Santa Clara County Office of Education (SCCOE) \$622.07 for each of the four sessions for a total of \$2,488.28. This amount includes pre-meeting and debriefs with agency, travel, and basic supplies. Supplies in excess of “basic” will be agreed upon by the agency and the SCCOE and paid by the agency. Planning time has been added. The Agency will pay the Santa Clara County Office of Education (SCCOE) \$2488.28 within 30 days of receipt of the 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 two (2) weeks 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.

<p>SCCOE:</p> <p>By: _____ Signature of Authorized SCCOE Official</p> <p>Name: <u>Pilar Vazquez-Vialva, Ed.D.</u></p> <p>Title: <u>Director IV, Youth Health and Wellness</u></p> <p>Date: _____</p> <p>Address: <u>1290 Ridder Park Drive</u> _____ <u>San Jose, CA 95131</u></p> <p>Phone: <u>669-212-8672</u></p> <p>Email: <u>pvazquezvialva@sccoe.org</u></p>	<p style="text-align: center;">Mountain View Whisman School District / Graham Middle School:</p> <p>By: _____ Signature of Authorized Agency Official</p> <p>Name: <u>Cathy Baur</u></p> <p>Title: <u>Associate Superintendent</u></p> <p>Date: _____</p> <p>Address: <u>1400 Montecito Ave</u> _____ <u>Mountain View, CA 94043</u></p> <p>Phone: <u>650-526-1126</u></p> <p>Email: <u>cbaur@mvwsd.org</u></p>
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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: Santa Clara County Office of Education

***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.

Contract for Professional Services / Special Services

Up to \$50,000, 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)

Up to \$50,000, no further steps required.

\$50,001 - \$114,799, 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.

\$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & 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 Services (Bus, Cars, etc.)

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

Contract for Equipment, Materials and Supplies

Up to \$75,000, no further steps required.

\$75,001 - \$114,799, 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.

\$114,800 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 procurement steps for "Equipment, Materials and Supplies."

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

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 Agreements" 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 Contracts" {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.


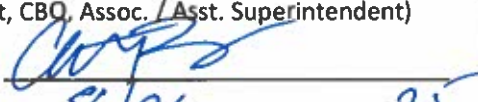
Contract for Energy Services That Will Generate Cost Savings

- 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.

Contract for Emergencies {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: <u></u>	Signature: <u></u>
Date: <u>8/22</u> , 20 <u>25</u>	Date: <u>8/26</u> , 20 <u>25</u>
Print Name: <u>Geoff Chang</u>	Print Name: <u>Cathy Baur</u>
Print Title: <u>Director of Federal, State, and Strategic Pgms</u>	Print Title: <u>Associate Superintendent</u>

Checklist not required for school sites

SLS - Graham Middle School: \$2488.28

