

**Memorandum of Understanding  
between  
Metropolitan Education District  
and**

Mountain View Los Altos High School District (MVLA)

This Memorandum of Understanding (MOU), hereinafter referred to as the “Agreement”, is between Metropolitan Education District (MetroED) and                     MVLA                     (Non-Joint Powers Agreement (JPA) District). MetroED and the Non-JPA District 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 participating in the career technical education training at the Silicon Valley Career Technical Education (SVCTE) and/or Silicon Valley Adult Education (SVAE).

**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. MetroED’s Responsibilities:**

A. Make available to Participant’s students the CTE day classes described in the SVCTE Class List, as amended and updated from time to time, on a space-available basis as described in this Agreement. High school students of the Joint Powers Agreement (JPA) Districts have first priority for CTE classes. In the event that a course is over-subscribed, a waiting list will be created on a first-come, first-served basis, with the JPA District students having priority for enrollment.

**Metropolitan Education District Joint Powers Agreement Amendment 2016**

**Article 6.1 Programs**

**6.1.2** The Education District may provide career technical education programs and services to Third Party Participants that meet eligibility and legal criteria as described in the Education Code, including but without limitation, Sections 52314 and 52317, and policies of the Education District. Third Party Participants may participate in such programs offered by the Education District on a fee for service and space-available basis in accordance with an executed Memorandum of Understanding.

**6.1.3** The Board reserves the right to develop eligibility criteria, admissions priority systems, fee schedules and other policies for participation by Third Party Participants.

- B. Provide qualified instructors who hold valid, appropriate teaching credentials issued by the California Commission on Teaching Credentialing which authorize instruction in the subject(s) assigned;
- C. Provide leadership and coordination services to ensure that quality career technical standards are met;
- D. Provide student information for registration, attendance, grades, transcripts and other student records;
- E. Provide all supplies and equipment for CTE courses and programs, unless otherwise indicated on the SVCTE Class List;
- F. Report disciplinary behavior to the Participant's Designated Liaison;
- G. Provide daily pupil attendance accounting, including monthly absence verification, student attendance, progress reports and program evaluation data;
- H. Verify any change of schedule with students in advance and notify the Participant's Designated Liaison of same.

### **3.2. Non-JPA Participating District's Responsibilities:**

- A. Provide a school counselor or similar Individual (Designated Liaison) who will confirm student eligibility, availability of space for its students in specific courses, enroll students and coordinate and communicate with MetroED and SCVTE personnel regarding eligibility, enrollment, attendance, transcripts and similar issues;
- B. Track student progress while enrolled in CTE courses;
- C. Respond to concerns regarding student progress and/or discipline, and keep MetroED informed of disciplinary or other action affecting school attendance, including disenrollment;
- D. Before enrolling any individual with IDEA needs in CTE classes, notify MetroED by completing the special needs information form, and for students with an IEP, provide a copy to MetroED of the most current IEP or 504 Plan before enrolling the student. For purposes of this section, "any individual with IDEA needs" means (1) a student who has been identified as eligible and receives services from the Participant or its authorizing school district under the Individuals with Disabilities Education Act (IDEA), 42 U.S.C. 21, Sec. 1400 et seq., and Education Code Sections 56000 et seq.; or (2) a Participant student who receives accommodations and modifications under Section 504 of the Rehabilitation Act of 1973. Participant further agrees to provide and pay for any services, accommodations or modifications required under a student's IEP or 504 Plan while the student is enrolled in CTE programs.

### **3.3. Delivery of Services and Use of Resources:**

#### Course Logistics and Student Outcomes

- A. Certificates of Achievement will be awarded to students who complete two (2) semesters of the program with a grade of "C" or better and who earn a total of 30 credits, 15 credits per semester in the AM program or 15 credits per semester in the PM program.
- B. Refer to the Grading Policy in the Student Handbook. Grades are issued every six (6) weeks and are reported to the student and to their home high school. Students who receive a "D" grade or lower as the semester final grade, may not continue in their existing SVCTE class the following semester without a contract. If dropped from the class, the students cannot transfer to another class.

#### 4. Duration of Agreement

This Agreement begins on 8/9/2023, and ends on 6/6/2024

#### 5. Articulation of Monies/Compensation

- A. CTE day courses will be offered Monday through Friday in two sessions, one in the morning (AM) and one in the afternoon (PM). Students may enroll in one of the two sessions. The morning (AM) session is from 7:30 am to 10:30 am. The afternoon (PM) session is from 12:45 pm to 3:45 pm.
- B. Students must be a minimum of 15 years old and, preferably, a Junior or Senior. If Sophomore, they must have in place a four (4) year plan for completing high school.
- C. For each student of Participant enrolled in a CTE class, Participant shall pay to MetroED the standard class fee per semester; however, most programs require two semesters for completion
- D. The Non-JPA District commits to a minimum of 1 student dependent upon having access to desirable open spaces.
- E. Fees for the 2023-24 school year are as follows:

Student Program Fees	
Description	2023-2024 School Year Fees
Per Semester, Per Program*	\$4,476/semester per AM session (per student)
	\$4,476/semester per PM session (per student)
Student Transcript	\$5.00
*Refunds <u>will only be given</u> if a class is cancelled due to insufficient enrollment (fewer than 20), if a student drops after attending no more than two consecutive class meetings. Fees are subject to change.	

#### 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 MetroED or the Non-JPA District may terminate this Agreement with or without cause upon the conclusion of a semester, by giving the non-terminating party written notice at least 30 days prior to the conclusion of a semester. Any fees due at the conclusion of the semester shall be paid within 30 days after termination of the Agreement. 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 MetroED and the Non-JPA District 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 MetroED Name and Logo for Commercial Purposes:**

Non-JPA District shall not use the name or logo of MetroED or reference any endorsement from MetroED in any manner for any purpose, without the prior express written consent of MetroED as provided by the MetroED'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 District and the Non-JPA District 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 District’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 MetroED 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 MetroED.

**Name of the Non-JPA District:**

**Metropolitan Education District:**

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature of Authorized Official

Name: Teri Faught \_\_\_\_\_

Name: Alyssa Lynch \_\_\_\_\_

Title: Associate Superintendent, Educational Services \_\_\_\_\_

Title: Superintendent \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1299 Bryant Ave \_\_\_\_\_  
Mountain View, CA 94040 \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: 650-940-4650 Ext 0030 \_\_\_\_\_

Phone: \_\_\_\_\_

Email: teri.faught@mvla.net \_\_\_\_\_

Email: \_\_\_\_\_