

**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Los Altos Union High 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 Los Altos Union High 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 language support that will be provided by SCCOE to the agency for a variety of webinars and meetings.

2. Goals

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

In support of expanding inclusive and equitable access to language interpretation at District webinars and meetings.

3. Responsibilities

3.1. The Agency Responsibilities:

- Request interpretation services with a minimum of five (5) business days’ notice via SCCOE’s Interpretation/Translation Request Form: <https://forms.gle/xgaf2AjbHGH6BRy88>
- Provide a meeting place and/or virtual conference link for all meetings
- Provide payment within 30 days from receipt of invoice.

3.2. The SCCOE Responsibilities:

- Provide one (1) English/Spanish interpreter for meetings lasting no more than two (2) hours
- Provide two (2) English/Spanish interpreters for meetings lasting more than two (2) hours
- Conduct meetings in-person or virtually, as requested by the agency
- Invoice bimonthly by the 5th business day (i.e., every two months)

4. Duration of Agreement

This Agreement begins on **July 1, 2022** and ends on **June 30, 2023**

5. Articulation of Monies/Compensation

- For oral interpretations, the agency will pay the SCCOE \$70/per hour for each interpreter with a

minimum of two hours per interpreter

- Mileage reimbursement for in-person meetings will be charged at the current federal rate
- In the event of meeting cancellation(s) less than four (4) hours' notice, the agency agrees to pay for a minimum of one hour and mileage reimbursement at current federal rate.
- Total value of this MOU shall not exceed \$20,000 without prior written approval by the agency.

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 ten (10) business 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: Gary Waddell, Ed.D.

Title: Associate Superintendent of Equity & Educational Progress Division

Date: _____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: (408) 453-6514

Email: gwaddell@sccoe.org

Mountain View Los Altos Union High School District:

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: 1299 Bryant Avenue
Mountain View, CA 94040

Phone: (650) 940-4650

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____