

**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Mountain View Los Altos 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 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 SCCOE providing community school services to School District.

2. Goals

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

The SCCOE operates community schools which provide services (“Community School Services”) for students of Santa Clara County; and the SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and, the School District desires to have access to the Community School Services for its resident students.

3. Responsibilities

3.1. The Agency Responsibilities:

Designation of Students. The School District shall notify the SCCOE in writing of the projected number of students the School District intends to enroll with the SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year.

District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student, or the student is terminated by community schools and referred back to District of Residence

3.2. Successors. Should School District reorganize in accordance with state statutes, this Agreement shall be considered a liability of School District, not the SCCOE, and shall be carried by the successor school district or districts.

3.3. The SCCOE Responsibilities:

Provision of Services. Upon payment described below, the SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by School District pursuant

to Paragraph 1. Students can be referred to SCCOE programs with or without an expulsion. For students with an IEP, it is essential that their level of services is aligned with the level of program referred to. Special Education referrals are routed through the Special Education Office to ensure that the student level of disability can be addressed at the Community School. Students may receive direct instruction, have access to online courses, engage in social emotional pro-social activities, participate in field trips to enhance their academic program, have work experience, and meet to discuss post-secondary planning. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

Additional Students. The SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from School District than were designated pursuant to Paragraph 1 (“Additional Student(s)”) based on availability of space in the community schools. For each allotment/seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year.

Monthly Notice & Semester Notice. The SCCOE provides the School District a monthly report (commencing in October) of the number of students that the School District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the School District for that school year. This is reported in the monthly District Representative Meetings. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the district allotment/seat amount, thus freeing up potential seats for placements for the next semester.

- 3.4. Notice to the Parties.** Notices required under this MOU shall be sent to the parties by certified US mail or email at the addresses set forth below, provided however, that the monthly notices may be provided via e-mail with the mutual agreement of the Parties:

Santa Clara County Office of Education		Mountain View Los Altos High School District	
CONTACT PERSON	Rochelle Velazquez	CONTACT PERSON	Terri Faught
STREET ADDRESS	1290 Ridder Park Drive MC 213	STREET ADDRESS	1299 Bryant Avenue
CITY, STATE, ZIP	San Jose, CA 95131	CITY, STATE, ZIP	Mountain View, CA 94040
TELEPHONE	408-573-3208	TELEPHONE	
FAX	408-453-4243	Fax	
EMAIL ADDRESS	rvelazquez@sccoe.org	EMAIL ADDRESS	teri.faught@mvla.net

4. Duration of Agreement

This Agreement begins on **07/01/2023** and ends on **06/30/2024**

5. Articulation of Monies/Compensation

Community School Allotments purchased for **2023-24 school year** is **2** at \$10,000 per slot for a total of **\$ 20,000.00**.

To properly budget for Community School Services, the SCCOE needs to know at least by **February 24** of the prior school year how many of the School District’s resident students will participate in the SCCOE’s community schools.

Payment for Services. For the 2023-24 school year and effective **Monday August 1, 2023**, the School District shall pay the SCCOE an initial per-allotment/per-seat amount of \$10,000 per anticipated use to ensure that appropriate staff levels are achieved. Allotments purchased after July 1, 2023, for the 2023-24 school year will be billed at \$15,000 per student. On a monthly basis commencing in October of each year, the Alternative Education Department will provide monthly updates to districts that include current enrollment, open seats, referred students, student transitions, court school topics, grades, credits, legislation updates that impact court and community schools, and program updates. This report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. The SCCOE strongly recommends that districts send a representative to this meeting to ensure effective collaboration between SCCOE, districts, county probation, juvenile courts, and community-based partners.

At the end of the school year a summary of usage will be provided to the District. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. If the student does not enroll or leaves the placement, the seat is reopened to the district for additional referral. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at total cost of the allotment of \$15,000 per seat/allotment.

Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student allotments secured for the SCCOE community schools and based on the associated budget, the School District payment made pursuant to Paragraph 3 of this MOU shall be non-refundable, regardless of the number of students in attendance. School District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the allotment requested by School District.

End of Year Fund Balance. If there is a positive fund balance at the end of the school year the remaining funds will be returned to the districts that purchased allotments/seats proportionate to their percentage of the total allotments/seats purchased within the year.

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

SCCOE reserves the right to terminate the MOU with a 60-day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform the District by certified US mail, email, and collaborate with the District to transfer students back to District.

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:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement 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. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. An original, with all signatures appended together shall be deemed a fully executed 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 Bonduris, Ed.D.

Title: _____
Assistant Superintendent , Educational
Services

Date: _____

Address: _____
1290 Ridder Park Drive
San Jose, CA 95131

Phone: _____
408-573-3208

Email: _____
jbondurs@sccoe.org

Mountain View Los Altos High School District:

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____