



**Memorandum of Understanding  
between  
Santa Clara County Office of Education  
and  
Redwood City School District**

*This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Redwood City 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 Innovations Collaborative Professional Learning Opportunities, Coaching & Technical Support services.

## 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 Mission of the Santa Clara County Office of Education – Innovations Collaborative is to build a culture that promotes equity, inclusion and belonging and to value every student by strengthening, sustaining, and ensuring inclusive practices. We believe that every individual regardless of abilities and disabilities has the right to equitable access to quality inclusive learning and community environments. Our Professional Learning Opportunities, Coaching & Technical Assistance Program will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. These services will be offered to our partner agencies virtually, in-person, and/or through a hybrid learning model.

## 3. Responsibilities

### 3.1. The Agency Responsibilities:

**Redwood City School District** to advise the SCCOE, Innovations Collaborative of their specific needs at least 3 weeks in advance to ensure appropriate staff are available. If registration tracking or flyer creation is needed, **Redwood City School District** will notify the SCCOE, Innovations Collaborative with at least 2 weeks advance notice.

### 3.2. The SCCOE Responsibilities:

SCCOE, Innovations Collaborative will provide services based on guidance of this agreement.

### 3.3. Shared Responsibilities:

SCCOE, Innovations Collaborative and **Redwood City School District** will finalize the dates & number of participants for services with at least 3 weeks' notice ahead of the requested service date. Time (start & end) and Location (address) will be coordinated by the SCCOE and Agency in advance of each service date(s).



**3.4. Delivery of Services and Use of Resources:**

Following the SCCOE services, we reserve the right to request an impact story. It is vital for ongoing improvement to hear from our partners how the services provided by the Innovations Collaborative have impacted their site. (i.e. How has the professional development and/or coaching improved child outcomes? Have policies changed? Has your budget been impacted?)

For schools/districts, the SCCOE has the right to request data in order to measure our impact. Examples of data include: CA Dashboard Measures, Least Restrictive Environment (Indicator 5/6) and English Learner Reclassification Rates.

**4. Duration of Agreement**

This Agreement begins on July 1, 2025 and ends on June 30, 2026.

**5. Articulation of Monies/Compensation**

- 5.1. **Redwood City School District** will pay up to **\$14,970** (not to exceed) to the SCCOE, Innovations Collaborative. The FY2025-2026 rates for service are as follows:
  - 5.1.1. Trainings: \$4,500 full day, \$2,250 half day, \$350 hourly, customizable upon request (i.e. large groups, specific time availability, etc.)
  - 5.1.2. Webinars: \$750
  - 5.1.3. Observation, Coaching & Technical Assistance: \$160/hour
  - 5.1.4. IEP Review & Technical Assistance: \$350/hour
  - 5.1.5. Video Recording provided with advance notice at \$350 for 6 month period
  - 5.1.6. Resource Materials: Costs Varies, will identify on quote
- 5.2. Invoices for completed services will be issued quarterly by the SCCOE, Innovations Collaborative. Special requests for a change to the invoice timing will be evaluated on an as needed basis. Monies will be due upon receipt of invoice.
- 5.3. Proposed Expenditures: Please refer to the attached approved quote. The services outlined have been reviewed and formally approved by **Redwood City School District**.

**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 2 week 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.

Santa Clara County  Office of Education

**SCCOE:**

By: Signed by: Deborah Gorgulho, Ed.D.  
Signature of Authorized SCCOE Official

Name: Deborah Gorgulho, Ed.D.

Title: Assistant Superintendent - ILID

Date: 7/24/2025 | 4:55 PM PDT

Address: 1290 Ridder Park Drive  
San Jose, CA 95131

Phone: 408-453-6645

Email: dgorgulho@sccoe.org

**Redwood City School District:**

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

Name: John R. Baker, Ed.D

Title: Superintendent

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

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

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

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

**For Contracts Office/Risk Management use only:**

RM#: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**Redwood City School District:**

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

Name: Rick Edson *RE*

Title: Chief Business Officer

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



# QUOTE

CREATED BY Sandya Lopez  
DATE 15 May 2025

**INNOVATIONS COLLABORATIVE**  
1290 Ridder Park Dr. MC 227  
San Jose, CA 95131

TO:

Redwood City School District

Mai Ngo  
mngo@rcsdk8.net

Name	Type of Service	Start of Service	Bank of Hours (Coaching/TA Only)	Cost of Service	Materials Budget	Travel Cost
Half-Day Training (Parity, Visioning & Co-Teaching Models)	Half Day PD			\$2,250	\$200	
Half-Day Training (Parity, Visioning & Co-Teaching Models)	Half Day PD			\$2,250		
Facilitated Collaboration Session #1 (90 minutes)	90-min PD			\$1,125		
Facilitated Collaboration Session #2 (90 minutes)	90-min PD			\$1,125		
Facilitated Collaboration Session #3 (90 minutes)	90-min PD			\$1,125		
Facilitated Collaboration Session #4 (90 minutes)	90-min PD			\$1,125		
Bank of coaching hours to include observations, modeling, consultation to leadership team, and curated resources (32 hours @ \$160)	Coaching		36	\$5,120		
Out of County Mileage (approx. 56 miles round trip x approx. 18 trips )	Mileage					\$650
<b>TOTAL</b>				<b>\$14,970</b>		

**NOTES/INFORMATION:**

The materials budget listed is a not-to-exceed estimate. Final invoices will reflect only the actual cost of materials used for the requested service(s).