

**Memorandum of Understanding**

**Between**

**Milpitas Unified School District  
and the  
Santa Clara County Office of Education**

**For Provision of Community School Services**

This Memorandum of Understanding (“Agreement” or “MOU”), is made and entered into this July 1, 2017 between Milpitas Unified School District (“School District”) and the Santa Clara County Office of Education (“SCCOE”), regarding SCCOE providing community school services to School District.

**RECITALS**

WHEREAS, the SCCOE operates community schools which provide services (“Community School Services”) for students of Santa Clara County; and

WHEREAS, 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 adequate for a significant portion of such ongoing operations; and

WHEREAS, the SCCOE is not funded by the State and/or Federal government sufficiently to provide Community School Services without a financial contribution from each community school student’s district of residence to cover the difference between projected revenues and actual expenses; and

WHEREAS, the School District desires to have access to the Community School Services for its resident students; and

WHEREAS, in order to properly budget for Community School Services, the SCCOE needs to know at least 60 days prior to the beginning of each school year how many of the School District's resident students will participate in the SCCOE's community schools.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth below, the SCCOE and the School District agree as follows:

1. Designation of Students. No later than April 15th of each year, School District shall notify the SCCOE in writing of the projected number of students School District intends to enroll with the SCCOE for SCCOE to provide education at the SCCOE community schools during the ensuing school year. This designation requirement shall not apply to special education students placed in a Community School Special Day Class, as the funding for these services is provided in each SELPA's Budget Allocation Plan, the Individuals with Disabilities Education Act and by implementing California statutes.

2. 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.

3. Payment for Services. Subject to Paragraph 4, for 2017-18 and effective July 1, 2017, the School District shall pay the SCCOE an initial per-allotment amount of Three Thousand Five Hundred and Forty Three Dollars (\$3,543.00) for the SCCOE's Community School Services. The per-allotment amount is based on 180 days of student attendance and effective July 1, 2017. For the ensuing school year (2017-18), the School District hereby designates 5 total students resulting in a total payment of **\$17,715.00** for attendance in the SCCOE community schools. Of this total, students are projected to attend community schools for 180 days. All payments shall be recorded by the SCCOE with a journal posting, by the SCCOE during the month of November of each school year in which the School District elects to designate students for attendance in the SCCOE community schools.

4. Upward Adjustment of Payment. The per-allotment payment described in Paragraph 3 represents only the projected difference between the actual cost to provide services to each student, less the per student Average Daily Attendance (ADA) funding received. Therefore,

the per-allotment payment described in Paragraph 3 is subject to upward adjustment by SCCOE should absences or lack of enrollment result in lower governmental funding, or if the projected difference is otherwise greater than anticipated. Should any upward adjustment be necessary, it shall be applied to the School District on a per-allotment basis. The School District shall only be responsible for its own portion of the shortfall as generated by its allotment commitment and actual usage in relation to the difference between the per student ADA funding and actual expenses to provide community school services. Payments for any required adjustment shall be processed when adjustment becomes necessary, but only after the School District has been notified in writing. The written notification shall be given no later than August 15<sup>th</sup> of each year.

5. Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student slots 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 slots requested by School District. Should the School District have excess slots, the SCCOE, in its sole discretion may make efforts to offer this excess capacity to other school districts who have entered into like MOUs with the SCCOE for provision of Community School Services (“Participating School Districts”), in order to lessen the payment obligation of the School District. School District acknowledges, that SCCOE has no affirmative duty to offer the excess capacity to other school districts, but may do so in its sole and exclusive discretion.

6. 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)”). For each Additional Student admitted by the SCCOE to the SCCOE program pursuant to this paragraph, the School District shall make payment in an amount to be determined solely by the SCCOE. SCCOE’s determination shall be based on the difference between the actual increased cost associated with the individual Additional Student, less any additional State and /or Federal funding received by the SCCOE associated with the Additional Student. The SCCOE shall notify the School District within thirty (30) days of the School District’s request for Community School Services for Additional Students as to whether such services will be made available, and as to the estimated cost per Additional Student. Upon the School District’s acceptance of the cost per allotment for the Additional Student(s) as

confirmed in writing by the School District, the SCCOE shall record a journal posting pursuant to Paragraph 3 of this Agreement within thirty (30) days of this written confirmation. This amount will then be adjusted either upward or downward once the appropriate charge per Additional Student, calculated pursuant to this paragraph, is determined by the SCCOE. Payment corresponding to this adjustment, if necessary, shall be made by August 15th of each school year.

7. Monthly Notice. The SCCOE shall notify the School District on a monthly basis of the number of students that the School District has in attendance at the SCCOE community school facilities and/or programs pursuant to this Agreement, the ADA it has generated, and how many designated spaces remain available for the School District for that school year. This notice shall be given by the SCCOE within twenty (20) days of the end of the previous school attendance month.

8. 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, including July, 2018 unless the district withdraws the student or the student is terminated by community schools.

9. Notice to the Parties. Notices required under this MOU shall be sent to the parties by certified, registered, US mail or email, return receipt requested, postage prepaid, 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:

**Notice to the SCCOE:**

SCCOE	
CONTACT PERSON	Erona Arroyo
STREET ADDRESS	1290 Ridder Park Dr.
CITY, STATE, ZIP	San Jose, CA 95131
TELEPHONE	408-453-6550
EMAIL ADDRESS	Erona_Arroyo@sccoe.org

**Notice to the School District:**

SCHOOL DISTRICT	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE/ FAX	
EMAIL ADDRESS	

10. Amendment. 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.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement.

12. Construction of Agreement. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

13. Counterparts. 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.

14. 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.

The parties represent that they are authorized to enter into this Agreement, and further that the individuals signing below are authorized to execute this Agreement on behalf of the respective parties.

**Santa Clara County Office of Education**

X \_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_  
District Authorized Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_/\_\_\_\_\_  
Phone / Fax

\_\_\_\_\_  
Email

X \_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_  
Steve Olmos, Ed.D.  
Chief Schools Officer



Santa Clara County Office of Education

Mary Ann Dewan, Ph.D.  
Interim County Superintendent of Schools

March 21, 2017

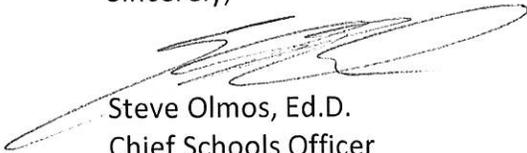
Dear District Superintendent and District Representatives:

Thank you for your timely response in projecting your community school student allotments.

Enclosed you will find the MOU Agreement for the 2017-18 Community School Services. If you have any questions please feel free to contact Erona Arroyo at 408-453-6550.

Please complete the enclosed agreement and return by May 30, 2017. Mail to Erona Arroyo MC 271, 1290 Ridder Park Drive, San Jose, CA 95131 or email copy to [Erona\\_Arroyo@sccoe.org](mailto:Erona_Arroyo@sccoe.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Olmos', written over a horizontal line.

Steve Olmos, Ed.D.  
Chief Schools Officer

cc: David Putney, Director of Alternative Education

RECEIVED  
MAR 27 REC'D