Docusign Envelope ID: F26CE60B-253B-8471-8309-333A724D2112

Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

Date: 07/13/2026

SCCOE Staff Contacts *Questions about this agreement should be sent to:*		Originator (Admin)	Title
		Claudia Rubio	Senior Executive Assistant
Division:	Instruction, Leadership and Innovation	**Agreement Lead:**	**Title**
Department:	ILID	Pilar Vazquez-Vialva	Director - Youth Health Wellness

Contract/Agreement Information

Contract/Agreement Type	☐ Professional Services Agreement ☐ Amendment to RM#_____ ☒ MOU ☐ Lease Agreement: ☐ Construction / Design ☐ New ☐ Renewal ☐ Technology ☐ Other: _____
Contractor/Agency Name	Milpitas Unified School District
Contractor/Agency Type	☑ Educational Entities ☐ Community-Based ☐ Governmental ☐ Business
Brief Description of Services (Use searchable key words)	Implement and evaluate the Behavioral Health Performance Management (BHPM) System

SCCOE Goals	☑ 1	☑ 2	☒ 3	SCCBOE Strategic Goals	☑ 1	☑ 2	☐ 3

Compensation & Terms

*Start Date	07/01/2026	End Date	06/30/2028	◯ REVENUE
Original Agreement Amount	$ 120,000.00	Revised Agreement Amount *(Total amount – including Amendments)*		

Directions: **Steps listed below must be completed sequentially.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing verification.**
   ☐ RFP / Bid# _____ ☐ Best Source ($3,000 - $119,100) ☑ N/A
   ☐ Sole Source ☐ Verified by Purchasing **(required)**_____
2. ☑ **Contractor and SCCOE Agreement Lead reach agreement on terms.**
   The agreement packet is completed, and all required documents are attached.
   ☐ Certificate of Insurance (COI) ☐ Insurance Endorsement (DS HS) ☐ W9 ☐ Additional Forms (if applicable)
3. ☑ **Risk Management Insurance Review** _____ Date: 7/15/2026 | 12:29 PM PDT
4. ☑ **Gather initials verifying review of the draft agreement and the identified funding source:**
   ☑ Agreement Lead (DS PVE) ☐ Manager _____ ☑ Director (DS PVE) ☑ Division Head (Initial DS)

Construction/Design and Leases:	*Software & Technology:*	*Data Sharing:*	*Logo use & Co-Branding*
General Services Director_____	Tech. Infra. & Supp. Director _____	Data Gov. & Strat. (DS IS)	Public Affairs Director_____

5. ☑ **Contractor reviews and signs the agreement.** ◯ **SCCOE signs first**

	Initial	*Date Approved*	
6. ☑	(DS IC)	7/29/2026 | 10:46 AM PDT	**Business, Facilities & Operations - Contracts Analyst** conducts the initial contract review and enters the agreement information into the database prior to final signatures and approval.
7. ☑	(Initial DS)	7/29/2026 | 5:30 PM PDT	**Obtain the appropriate signature** in accordance with the approval thresholds listed below.
8. ☑	(DS IC)	7/30/2026 | 12:15 PM PDT	**Return to Business, Facilities & Operations - Contracts Analyst** to obtain an RM#.

☐ $0 - $2,999: SCCOE Director
☐ $3,000 - $99,999: SCCOE Division Head
☒ $100,000 & Over: Superintendent

*** REMINDER:** Services shall not begin until the agreement is fully executed.

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Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
(Milpitas Unified School District)

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Milpitas Unified 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 a collaborative partnership between SCCOE and the Agency to implement and evaluate the Behavioral Health Performance Management (BHPM) System - IMPACTER Pathways across at least three schools engaged in a Behavioral Health Services Oversight and Accountability Commission-Behavioral Health Student Services Act (BHSOAC/BHSSA) - funded project or School Linked Services (SLS).

Student participation may include approved audio and written responses, consistent with project protocols and applicable privacy requirements**.**

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. <u>The Agency Responsibilities:</u>

School Selection & Staffing

- Identify 3 schools (elementary, middle, or high) receiving BHSSA-funded behavioral health services or School Linked Services (SLS).
- Designate a District BHPM Project Lead (e.g., wellness/counseling coordinator, behavioral health lead, MTSS coordinator, or student services director).
- Identify a cohort of staff (e.g., counselors, social workers, coordinators, directors) to participate in training, coaching, and capacity-building activities.

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Participation in BHMP Activities

- Participate in all required BHPM implementation activities for the two (2) year term, including:
  - Quarterly collaborative learning groups four (4) per year)
  - Training, technical assistance (TTA) and coaching sessions
  - Implementation support and open office hours
- Participate in a statewide learning cohort with other California LEAS through quality quarterly virtual convenings
- Execute a contract and the CA-NDPA with IMPACTER Pathways.

Data Sharing & Continuous Improvement

- Commit to providing agreed-upon service and outcome data for grant reporting in accordance with applicable laws and requirements to be outline in a future agreement. Students' personally identifiable information (PII) information will not be shared with grantors.
- Participate in surveys and feedback activities to inform identification of strengths, needs, and gaps, to support the customization of the technical assistance curriculum.
- Participation in readiness assessments and ongoing implementation planning processes.

Platform Implementation

- Participation in initial IMPACTER Pathways platform training.
- Administer the IMPACTER Pathways behavioral health screener at a minimum of two (2) times annually.
- Collaborate with SCCOE to co-design data infrastructure and participate in regular (e.g. monthly) review of data to inform Tier II and Tier III behavioral health supports and interventions.

3.2. <u>The SCCOE Responsibilities:</u>

Onboarding and Coordination

- Lead grant onboarding of participating LEAs and support selection of participating school sites.
- Coordinate partnership structure, including agreements, timelines, and defined roles.
- Provide overall project management and grant implementation oversight across participating LEAs and schools.

Funding

- Provide each Agency with up to one hundred twenty thousand dollars ($120,000), distributed across participating school sites, to support implementation activities, coordination, and participation requirements under this Agreement.
- Payment Schedule is outlined in Section 5: Articulation of Monies/Compensation.

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Data & Reporting

- Coordinate and support execution of data-sharing agreements.
- Complete required grant deliverables, including progress reports, school summaries, quarterly reports, and final project reporting. Data collected and/or used for these deliverable will be outline in a future agreement. Students personally identifiable information (PII) information will not be shared with grantors.
- Monitor implementation progress and provide feedback to support continuous improvement.

System Implementation Support

- Support the overall project management.

3.3. Shared Responsibilities:

- Maintain regular communication regarding implementation, participation, and project timelines.
- Collaborate to address implementation challenges, review progress, and support continuous improvement efforts.
- Comply with all applicable privacy, confidentiality, and data-sharing requirements related to student and program information.

3.4. Delivery of Services and Use of Resources:

Participating school sites will implement the IMPACTER Pathways behavioral health screener and related BHPM activities in accordance with project timelines and applicable privacy and data-sharing requirements. SCCOE subcontractors will provide LEAs/schools initial training, technical assistance, and implementation support.

4. Duration of Agreement

This Agreement begins on July 1, 2026 and ends on June 30, 2028

5. Articulation of Monies/Compensation

SCCOE will provide the LEA with one hundred twenty thousand dollars ($120,000), to be distributed equally across at least three participating school sites.

Payment Schedule:
Budget Year One- July 1, 2026 - June 30, 2027

Payment Description		Timeline	Amount Payable
P1	1. SCCOE & Milpitas Unified SD MOU Execution	Within 30 days of readiness assessment completion or MOU Execution, whichever comes last	$30,000.00

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	2. Participation in readiness assessment		
P2	1. Participation in Initial Training 2. Participation in Quarterly Learning Collaboratives 3. Minimum biannual administration of BH screening	Within 30 days of deliverable completion	$30,000.00
Total Payment for Budget Year One			**$60,000.00**

Budget Year Two- July 1, 2027 - June 30, 2028

Payment Description		**Timeline**	**Amount Payable**
P3	1. Participation in Quarterly Learning Collaborative 2. Minimum biannual administration of BH screening	Within 30 days of deliverable completion	$30,000.00
P4	1. Participation in Quarterly Learning Collaboratives 2. Minimum biannual administration of BH screening	Within 30 days of deliverable completion	$30,000.00
Total Payment for Budget Year Two			**$60,000.00**
Total Payment for Budget Years One and Two			**$120,000.00**

This Agreement and the obligation of the parties to this agreement are dependent and conditioned upon SCCOE's receipt of funds from Behavioral Health Services Oversight and Accountability Commission. In the event that funding for these services is reduced, delayed, or terminated by Behavioral Health Services Oversight and Accountability Commission, SCCOE reserves the right to either: (a) terminate this Agreement immediately upon notice from Behavioral Health Services Oversight and Accountability Commission with no further obligation or liability to SCCOE; or (b) propose an amendment to this Agreement reflecting the adjusted funding amount.

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

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☐ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30 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.

Santa Clara County Office of Education

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: Signed by: AEFF8FA0C5E741B...
Signature of Authorized SCCOE Official

Name: Dr. David M. Toston, Sr.

Title: County Superintendent of Schools

Date: 7/29/2026 | 5:30 PM PDT

Address: 1290 Ridder Park Drive
San Jose, CA 95131

Phone: 408-453-6511

Email: dtoston@sccoe.org

Milpitas Unified School District:

By: Signed by: Brian White F759C686E039419...
Signature of Authorized Agency Official

Name: Brian White

Title: Executive Director of Inclusive Services for All Learners

Date: 7/23/2026 | 6:34 PM PDT

Address: 1331 E. Calaveras Blvd
Milpitas, CA 95035

Phone: (408) 635-2600

Email: bwhite@musd.org

For Contracts Office/Risk Management use only:

RM#: 27-28-0330

Date: 7/30/2026 | 12:15 PM PDT

Signature: DocuSigned by: Ingrid Campbell D363DE3C3A5045E...

Certificate Of Completion

Envelope Id: F26CE60B-253B-8471-8309-333A724D2112
Status: Completed
Subject: Complete with DocuSign: SCCOE agreement with Milpitas Unified SD
Source Envelope:
Document Pages: 7
Signatures: 3
Certificate Pages: 6
Initials: 8
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Claudia Rubio
1290 Ridder Park Drive
San Jose, CA 95131
crubio@sccoe.org
IP Address: 204.88.144.254

Record Tracking

Status: Original
7/15/2026 12:15:35 PM
Security Appliance Status: Connected

Holder: Claudia Rubio
crubio@sccoe.org
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Howard Stiskin HStiskin@sccoe.org Director - Ethics and Complaince Investigations Santa Clara County Office of Education Security Level: Email, Account Authentication (None)	DS HS Signature Adoption: Pre-selected Style Using IP Address: 204.88.144.254	Sent: 7/15/2026 12:28:22 PM Viewed: 7/15/2026 12:28:47 PM Signed: 7/15/2026 12:29:17 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Pilar Vazquez-Vialva, Ed.D. pvazquezvialva@sccoe.org Executive Director Youth Health and Wellness Security Level: Email, Account Authentication (None)	DS PVE Signature Adoption: Pre-selected Style Using IP Address: 204.88.144.254	Sent: 7/15/2026 12:29:19 PM Viewed: 7/15/2026 1:25:24 PM Signed: 7/15/2026 1:25:29 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2026 1:25:24 PM ID: 6c2f3089-cf09-4022-9526-d97fcfce68da		
Dr. David M. Toston, Sr. dtoston@sccoe.org County Superintendent of Schools Santa Clara County Office of Education Security Level: Email, Account Authentication (None)	Initial DT Signature Adoption: Uploaded Signature Image Using IP Address: 204.88.144.254	Sent: 7/15/2026 1:25:31 PM Viewed: 7/15/2026 3:21:42 PM Signed: 7/15/2026 3:21:49 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Irina Shacter IShacter@sccoe.org Security Level: Email, Account Authentication (None)	DS IS Signature Adoption: Pre-selected Style Using IP Address: 204.88.144.254	Sent: 7/15/2026 3:21:50 PM Viewed: 7/16/2026 10:26:57 AM Signed: 7/16/2026 10:27:12 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Brian White bwhite@musd.org Executive Director, Inclusive Services for All Learners Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/23/2026 6:32:06 PM ID: bc61f75d-daa7-4f45-b303-64b5add3139b	Signed by: Brian White F759C686E039419... Signature Adoption: Pre-selected Style Using IP Address: 69.109.248.227	Sent: 7/16/2026 10:27:14 AM Viewed: 7/23/2026 6:32:06 PM Signed: 7/23/2026 6:34:50 PM
Ingrid Campbell ICampbell@sccoe.org Contracts Analyst SCCOE Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS IC Signature Adoption: Pre-selected Style Using IP Address: 204.88.144.254	Sent: 7/23/2026 6:34:52 PM Viewed: 7/24/2026 9:52:19 AM Signed: 7/29/2026 10:46:16 AM
Dr. David M. Toston, Sr. dtoston@sccoe.org County Superintendent of Schools Santa Clara County Office of Education Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: AEFF8FA0C5E741B... Signature Adoption: Uploaded Signature Image Using IP Address: 204.88.144.254	Sent: 7/29/2026 10:46:19 AM Viewed: 7/29/2026 5:30:14 PM Signed: 7/29/2026 5:30:22 PM
Ingrid Campbell ICampbell@sccoe.org Contracts Analyst SCCOE Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Ingrid Campbell D363DE3C3A5045E... Signature Adoption: Pre-selected Style Using IP Address: 204.88.144.254	Sent: 7/29/2026 5:30:25 PM Viewed: 7/30/2026 12:11:13 PM Signed: 7/30/2026 12:15:32 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2026 12:28:22 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	7/27/2026 9:24:37 AM
Certified Delivered	Security Checked	7/30/2026 12:11:13 PM
Signing Complete	Security Checked	7/30/2026 12:15:32 PM
Completed	Security Checked	7/30/2026 12:15:32 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Santa Clara County Office of Education (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Santa Clara County Office of Education:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jcarrillo@sccoe.org

To advise Santa Clara County Office of Education of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jcarrillo@sccoe.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Santa Clara County Office of Education

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jcarrillo@sccoe.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Santa Clara County Office of Education

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jcarrillo@sccoe.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Santa Clara County Office of Education as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Santa Clara County Office of Education during the course of your relationship with Santa Clara County Office of Education.