



CONTRACT #: 2018/19-01

Agreement Between The Foothill-De Anza Community College District and Mountain View Whisman School District

Confirmation of Program and Service Offerings Contract and Memorandum of Understanding for providing Noncredit Instruction

This agreement describes the partnership between Mountain View Whisman School District (referred to in this document as "Agency") of Santa Clara County; Foothill-De Anza Community College District (referred to in this document as "FHDACCD"); Foothill College and Foothill College's Family Engagement Institute (referred to in this document as "FEI"). This agreement will initiate upon signing, and apply to Foothill College courses and professional development offered at Agency site effective August 15, 2018. This agreement will be evaluated and updated on an annual basis every June, or when significant/material changes impacting this agreement are enforced.

This agreement between FHDACCD, Foothill College's FEI, District Program is from 8/15/2018 – 6/29/2019.

Project Background

The project agreement scope of work consists of delivering noncredit parenting classes and professional development in grades TK – 8th Grade at Mariano Castro Elementary & Graham Middle School focused on effective strategies of Family Engagement to develop and implement a district-aligned, school-site-specific coordinated plan of systemic, integrated and sustainable family engagement, designed to build leadership and improve educational outcomes for low-income children in Agency. The FEI, Agency program, noncredit parenting classes, and professional development are founded in evidenced-based practices and involve multiple phases of delivery.

Equally as critical in affecting a cultural shift amongst families, schools and communities, is the impactful role of families on promoting a college going identity to ensure student success. In partnership with Foothill College, FEI provides educational materials and faculty to our partner organizations through Noncredit Parenting courses whereby the registered family members become Foothill College students. Registered students receive a Certificate of Participation and a Foothill College student ID that entitles them to college resources and services during the term of their enrollment.

Roles and Responsibilities

Foothill College Noncredit Courses

- a) This agreement is a joint undertaking of Foothill, Agency and FEI.
- b) The purpose of this agreement is to provide participants the opportunity to take noncredit courses on-site.
- c) All courses offered at the Agency site(s) will be open to members of the public. Agencies open campus policy is incorporated as part of this agreement.



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- d) All curriculum will be developed and approved solely by Foothill College. The specific course offerings will be by mutual agreement and approved by Foothill, Agency.
- e) All aspects of these course offerings shall conform to the requirements of the California Education Code and the applicable regulations of the Board of Governors of the California Community Colleges.

1. Course Offerings

- a) Courses offered will be scheduled according to the total contact hours as defined in the current Foothill College Catalog and Course Outline of Record.

2. Instructor of Record

In the manner prescribed by Section 58058(b) of Title 5 of California Administrative Code, Foothill, Agency and FEI agree that all courses offered by Foothill will be in-person courses taught by Foothill employees who meet the minimum qualifications for such courses.

Each course offered shall be supervised by a person who meets the minimum qualification for service in this area and who is employed and assigned to the Program by Agency and Foothill College. Notwithstanding any other provision of this paragraph, Foothill shall have primary rights to control and direct activities of each person assigned to teach agreed upon courses while he or she is engaged in such instruction or is otherwise serving Foothill.

3. Student Registration/Enrollment

Enrollment in these courses is open to any person that meets any applicable prerequisites. These courses shall be published in the Foothill College schedule of classes. FEI, in collaboration with Foothill's Student Services Division, will work with Agency to coordinate the college application process. Once the application is completed, Foothill will manage the student registration process. Foothill College student services staff will ensure that all students are registered for the appropriate class. All courses will be offered as noncredit, so there are no student enrollment fees and there is no penalty to the student for withdrawing from the courses.

4. Facilities

The facilities shall be designated by Agency and shall not endanger the health, safety, or welfare of Foothill students or employees.

5. Project Management

Foothill's faculty shall be responsible for recording attendance and all other records typically associated with a Foothill student, including maintaining and submitting records of attendance, certifying census rosters and any other required duties.



6. Consideration

Foothill will provide and pay for all faculty and course materials at no cost to Agency.

Foothill-De Anza Community District certifies that it does not receive full compensation from the direct education costs of the courses from any public or private agency, individual or group.

Agency certifies the instructional activity to be conducted will not be fully funded by other sources.

| Noncredit Parenting | Location /Dates / Times | Explanation of Services Scope Of Work |
|--|---|---|
| <p>TK-8th Grade Castro, Mistral, and Graham</p> <p><u>Winter-Spring 2019</u> NCP</p> <p>Family Bridge to College Day — Field Trip to Foothill College</p> | <p>Mariano Castro Elementary 505 Escuela Ave, Mountain View, CA 94040</p> <p><u>Winter 2019 – Spring 2019:</u> Thursdays 6:00 p.m.– 8:00 p.m.</p> <p><u>Winter-Spring 2019:</u> <u>16 Week Parenting Workshops,</u> <u>2 hours each</u> 1/17; 1/24; 1/31; 2/7; 2/14; 2/28; 3/7; 3/14; 3/21; 3/28; 4/11; 4/25; 5/2; 5/9; 5/16; 5/23</p> <p>Saturday, March 9, 2019 8:00am-1:30pm</p> | <p>Program provides instruction, educational materials, toolkits, and family books plus Makerspace activities</p> <p>Agency provides staff and coordination of childcare, light snacks, and storage space for Program materials</p> <p>Agency provides transportation at Agency’s expense</p> |

7. FEI (Program) will:

- Ensure that FEI faculty and staff sign-in at the school office upon arrival to the campus and sign-out immediately prior to leaving the campus, for services provided when the school office is open.
- Ensure that all staff have been fingerprinted, have clearance from the Department of Justice, and have a current negative Tuberculosis test, as required by the Program. To the extent that Program staff work directly with Agency students, such staff shall be fingerprinted for the benefit of District; the cost of fingerprinting shall be the responsibility of District.

8. Agency will:

- Ensure access to Agency site contact person/program coordinator to plan and review services on a timely basis to coincide with Program’s academic calendar and quarterly class schedule.
- Provide facilities conducive to the Program offering.
- Agency coordinates childcare and provides childcare staff plus provides and coordinates healthy snack/meal for families
- Outreach to participating Agency families and educators



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- Maintain an open campus policy whereby the Foothill College noncredit classes that are held on agency's campus are open to the community.

9. Background For Professional Development Services

This project agreement is also aimed at strengthening the capacity of administrators, teachers and staff to engage families as essential partners in student learning through developing a sustainable, systemized model of family engagement whereby educators and families share in the responsibility. FEI partners with educational institutions and community partners that serve children, youth and families of low-income to provide developmentally and culturally responsive family engagement programs and professional development to promote family engagement, school and workforce readiness, and pathways to postsecondary education. FEI's work is aligned with the goals and objectives of the California Department of Education (CDE) *Family Engagement Framework* and the U.S. Department of Education *Dual Capacity-Building Framework for Family-School Partnerships* aimed at embedding family engagement as an integral and essential component of leadership and student success.

FEI's professional development model is based on the premise that educators are the primary school contacts for children and families and consequently have significant potential as influencers to promote authentic and meaningful family engagement that will impact knowledge, attitudes and behaviors and ultimately improve student learning. Engaging teachers as leaders is fundamental in developing a school-wide and sustainable model of family engagement.

Beyond the contracted professional development training, FEI is positioned to support the goals of continuing education of staff/providers through Foothill College's course offerings. This includes a range of college programs: AA/AS Degrees, University Transfer Pathways towards a BA/BS Degrees, and Continued Education - earning Early Childhood Education (ECE) credits in Child Development and Professional Growth.

FEI's professional development model also includes options for early childhood educators and providers that support mentors and coaches to provide high quality services.



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10. Consideration

In consideration of the professional development services provided by the Program, the Agency agrees to pay FEI through the Foothill-De Anza Foundation \$17,000.

| Family, Staff, and Community Engagement | Location/Dates/Times | Explanation of Services Scope of Work |
|---|---|---|
| <p><i>Dual Capacity Professional Development/Technical Assistance:</i></p> <p><i>Castro, Mistral, and Graham families, staff, and community will participate in a Dual Capacity model that supports Strategic & Integrated Family Engagement whereby educators and families will experience learning communities together.</i></p> <p>Teachers, staff, and families will attend a professional development on culturally responsive strategies for engaging with families that promote student success through college going identity</p> | <p>Foothill College 12345 El Monte Rd. Los Altos Hills, CA, 94022</p> <p>September 22, 2018 9:00am-12:00pm</p> | <p>FEI will collaborate with school administrators, educators, staff and families as implementation partners to maximize contracted services outcomes and delivery</p> <p>Program(FEI) will provide breakfast</p> <p>Agency(MVWSD) will pay teacher stipend</p> |
| <p><i>Outreach and Partnership Development:</i></p> <p>Getting teachers involved—FEI presentation at a staff meeting--20 minutes introduction (when teachers are excited they get families excited!)</p> <p>Back to School, ELAC, etc.</p> | <p>Winter 2019-Spring 2019 <i>TBD (Staff Meeting Wednesday 2:30-4:30pm)</i></p> <p>Winter 2019-Spring 2019 <i>TBD</i></p> | <p>Agency(MVWSD) will arrange with school site principals</p> |
| <p><i>Family Field Trips:</i></p> <p>SF Exploratorium</p> <p>Family Bridge to College</p> | <p>SF Exploratorium</p> <p>January 26 or February 2, 2019 Time: <i>TBD</i></p> <p>Foothill College 12345 El Monte Rd. Los Altos Hills, CA, 94022</p> <p>March 9, 2019 8:00am-1:30pm</p> | <p>FEI will provide enriching family field trips and pay for entrance fees for Castro, Mistral, and Graham designed to enhance the programming.</p> <p>MVWSD will provide food.</p> <p>Program provides family activities, informational workshops, materials, and lunch</p> <p>Transportation provided at MVWSD expense</p> |
| <p><i>Dual Capacity Family Workshops:</i></p> <p>Winter 2019-Spring 2019 FEI will collaborate with school staff, teachers, administrators, and families as implementation partners to maximize contracted service delivery and outcomes of one 2-hr session per week at Castro each for 16 weeks with a minimum of 30 students per class.</p> | <p>Castro Elementary 1/17/19-5/23/19</p> | <p>FEI will provide: Two facilitators; Educational Toolkits and Materials; Makerspace / RAFT Kit Activities for childcare; DREAMers / UndocuALLY resources; help identify local youth to support tutoring through community service</p> <p>MVWSD will provide: Administrative--supervisory support; 2 staff facilitators; food; childcare; student tutoring;</p> |
| <p><i>Evaluation</i></p> | <p>Winter 2019 - Spring 2019</p> | <p>FEI will conduct evaluation and submit summary of quarterly data one month after end of quarterly programs</p> |
| <p>Total cost to MVWSD: (Agency provides transportation, childcare, at Agency's expense i.e. rate does not include Family Bridge to College or SF Exploratorium bus transportation costs)</p> | | <p>\$17,000</p> |

11. Cancellation

The Program retains the right to cancel this agreement before the commencement of services (August 15, 2018) in which case the Agency shall not be liable for any payments to the Program.

The Agency retains the right to cancel any service that is offered under this agreement 15 days or more before the commencement of services (August 15, 2018) without a cancellation fee. A 15% per service cancellation fee applies to each service that is cancelled by the Agency 15 days or less before the commencement of services. All cancellations must be received with a written notice. All cancellations must be received with a written notice.

12. Facilities Use

The Agency shall provide appropriate classroom facilities for programming (and for a reasonable time before and after each session) at the location described above. The Program shall reimburse Agency for any loss of or damage to its facilities (beyond normal wear and tear) resulting from the willful negligence of the Program, its officers, employees or agents.

13. Programmatic Reporting

At the end of the program, the Program will provide the Agency with the names of each participant in attendance and survey results (if applicable) and provide written updates and presentations related to program outcomes.

14. Non-Discrimination

Neither party to this agreement shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability unlawfully deny any person the benefits of or unlawfully subject any person to discrimination in the operation of this agreement. Both parties agree to act in accordance with the provisions of Title VI of the 1964 Civil Rights Act, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1972, and the Americans with Disability Act of 1990.

15. Indemnification

Agency shall defend, indemnify and hold harmless FHDACCD against all claims, demands, actions, costs, (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of Agency in connection with or arising from or out of the performance of this contract agreement. Program shall defend, indemnify all hold harmless Agency against all claims, demands, actions, costs, (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of FHDACCD in connection with or arising from or out of the performance of this contract agreement.

FHDACCD shall defend, indemnify and hold harmless Agency against all claims, demands, actions, costs, (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of FHDACCD in connection with or



arising from or out of the performance of this contract agreement. Agency shall defend, indemnify all hold harmless FHDACCD against all claims, demands, actions, costs, (including attorney's fees) or liability arising from or related to the negligence, willful misconduct, or omission of Agency in connection with or arising from or out of the performance of this contract agreement.

16. Insurance

Acceptance of this contract agreement constitutes that FHDACCD and Agency maintain Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 and Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit throughout the term of this contract agreement.

17. Tax Reporting/Payment Responsibilities

Agency understands and agrees that its employees are not employees of Program and are not entitled to benefits of any kind that may be provided to employees of Program. Agency shall assume full responsibility for payment of all Federal, State, and local taxes and mandatory employer contributions with respect to its employees.

Notices

Any notice or correspondence required by this agreement shall be delivered personally or by United States mail, as follows:

Correspondence to the Program:

Betsy Nikolchev
Executive Director
Family Engagement Institute
Foothill College, FHDA CCD
12345 El Monte Road, Los Altos Hills, CA
94022
Phone: 650-949-7463

Correspondence to the Agency:

Heidi Smith
Director of Federal, State & Strategic
Programs
Mountain View Whisman School District
650-526-3500 ext. 1121



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Invoices & Payments

Program will invoice Agency in two payments; one Due January 31, 2019 and a second one Due April 30, 2019, payable to Foothill-De Anza Foundation within 30 days. If payment is not received within 15 days after due date a late fee will be assess. Payments should be mailed to:

Family Engagement Institute, Foothill College
Attention: Betsy Nikolchev
12345 El Monte Road, Los Altos Hills, CA 94022

General

This agreement may be terminated, and any provision herein may be amended or waived, upon the mutual written consent of Agency, Foothill and FEI.

This Agreement shall be governed under the laws of the State of California, without giving effect to its choice of law principles.



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IN WITNESS WHEREOF, this Agreement will be effective as of the date of the last signature below.

TO BECOME EFFECTIVE, THIS MUST BE SIGNED AND RETURNED TO THE PROGRAM PRIOR TO COMMENCEMENT OF PROGRAM(S)/SERVICES.

AGENCY:

Mountain View Whisman School District

PROGRAM: FOOTHILL COLLEGE
FAMILY ENGAGEMENT INSTITUTE

Cathy Baur DATE
Assistant Superintendent
Educational Services
Mountain Whisman School District

Betsy Nikolchev 6/19/18

Betsy Nikolchev DATE
Executive Director, FEI

COLLEGE:

FOOTHILL- DE ANZA
COMMUNITY COLLEGE DISTRICT

Bret Watson 6/20/18

Bret Watson DATE
Vice President, Finance and
Admin Services

Tess Chandler 06/26/2018

Tess Chandler DATE
Executive Director,
Foothill De Anza Foundation