

CONTRACT #: 2018/19-06

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 FEI Services

This agreement describes the partnership between Theuerkauf Elementary School, 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 FEI Programming at Agency site effective February 1, 2019. 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, and Agency is from 02/01/2019 - 02/15/2019.

Project Background

The project agreement scope of work consists of delivering FEI STEAM Programming in grades TK - 5TH Grade at Theuerkauf Elementary 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. FEI is founded upon 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 and educators on promoting a college going identity to ensure student success.



Roles and Responsibilities

1. 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.

2. 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

3. Fee for Service

In consideration of the professional development services provided by the Program, the Agency agrees to pay FEI through the Foothill-De Anza Foundation \$2,000*.

See Scope of Work on Page 3.

Family Engagement Institute (FEI)
Mountain View Whisman School District (MVWSD)
Theuerkauf Elementary School

**Scope of Work
Winter 2019**

FAMILY, STAFF, & COMMUNITY ENGAGEMENT	LOCATION/DATES/TIMES	EXPLANATION OF SERVICES SCOPE OF WORK
<p>Special Events/Professional Development:</p> <p>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.</p>	<p>Theuerkauf Elementary School</p> <p>1625 San Luis Ave, Mountain View, CA 94043</p>	<p>FEI will collaborate with school administrators, educators, staff and families as implementation partners to maximize contracted services outcomes and deliver the following:</p> <p>FEI:</p> <ul style="list-style-type: none"> • Program Facilitator and Support • Educational Materials • Makerspace Activities <p>MVWSD:</p> <ul style="list-style-type: none"> • Dinner • Childcare
<p>Dual Capacity Family Workshops:</p> <p>Staff & Families of TK - 5th Graders</p> <p><u>Winter 2019</u> <i>STEAM-Family Learning Labs with Families and Students</i></p> <ul style="list-style-type: none"> • Apply 21st Century Skills & Design Thinking • Identify Resources to Support Student Success • Connect with Others to Build a Learning Community of Support 	<p>Tuesdays 5:30 - 7:30 pm (2/5/19 & 2/12/19)</p>	<p>Theuerkauf - Parent University Winter 2019</p> <p>FEI will collaborate with school staff, teachers, administrators, and families as implementation partners to maximize contracted service delivery and outcomes of two 2-hr hands on STEAM sessions.</p> <p>Day 1 - Parents Only</p> <p>Day 2 - Parents & Children</p>
<p>Total cost to MVWSD:</p>	<p>\$2,000</p>	



4. Cancellation

The Program retains the right to cancel this agreement before the commencement of services (February 1, 2019) 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 day or more before the commencement of services (February 1, 2019) 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

Kristen Calderon, School and Community Engagement Facilitator
Theuerkauf Elementary School
Mountain View Whisman School District
Phone: 650-903-6925 ext. 4728
E-mail: kcalderon@mvwsd.org

Swati Dagar, Principal
Theuerkauf Elementary School
Mountain View Whisman School District
Phone: 650-903-6925
E-mail: sdagar@mvwsd.org

Heidi Smith, Director of Federal, State & Strategic Programs
Mountain View Whisman School District
Phone: 650-526-3500 ext. 1121
E-mail: hsmith@mvwsd.org



Family Engagement Institute
FOOTHILL COLLEGE



FOOTHILL-DE ANZA
Community College District

Invoices & Payments

Program will invoice Agency in one payment; Due March 15 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.



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



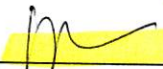
Betsy Nikolchev DATE
Executive Director, FEI

COLLEGE:
FOOTHILL- DE ANZA
COMMUNITY COLLEGE DISTRICT

DATE



Bret Watson DATE
Vice President, Finance and
Admin Services



Robin Latta DATE
FHDA Assistant Director
Date: 12/10/2018