



CONTRACT #: 2019STK01

## **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**

APPROVED/RATIFIED  
BY BOARD 03/04/2019

This agreement describes the partnership between Mountain View Whisman School District (referred to in this document as MVWSD); 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") and a donor based initiative, confirms the following arrangements for the Stretch to Kindergarten (STK) MVWSD Program. This agreement will initiate upon signing, and apply to Foothill College courses and professional development offered at MVWSD site effective 3/5/2019 – 12/31/2019. This agreement will be evaluated and updated on an annual basis every June, or when significant/material changes impacting this agreement are enforced.

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This agreement between FHDACCD, Foothill College's FEI, MVWSD Program is from 3/5/2019 – 12/31/2019.

#### **Project Background**

The project agreement scope of work consists of delivering a family engagement kindergarten readiness program, noncredit parenting classes and professional development at Graham Middle School designed to build leadership and improve educational outcomes for low-income children at MVWSD. The FEI STK 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.

## **Noncredit Courses**

- a) This agreement is a joint undertaking of Foothill, MVWSD 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 MVWSD site(s) will be open to members of the public. MVWSD's open campus policy is incorporated as part of this agreement.
- 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, MVWSD.
- 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, FEI, and MVWSD 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 MVWSD 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 MVWSD 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 MVWSD 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 all faculty and non-credit parenting course materials at no cost to MVWSD.

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.

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

## 7. Background for Professional Development Services

Noncredit Parenting	Location/Dates/Times
<p><u>Spring 2019</u> NCP</p> <p><u>Summer 2019</u> NCP</p>	<p><b>Graham Middle School:</b> 1175 Castro St. Mountain View, CA 94040</p> <p><u>Spring 2019:</u> 4/27 – 5/18</p> <p><u>Summer 2019</u> 7/2 – 7/23</p>

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.

## **8. Roles and Responsibilities**

The Mountain View Whisman School District (MVWSD) and the Family Engagement Institute (FEI) under the auspices of Foothill-De Anza Community College District will work towards the accomplishment of the following overall objectives for the Spring-Summer STK MVWSD Program:

- Enroll 60 children and parents/primary caregivers in STK at no charge to the participants, giving first priority to income eligible families meeting the Free and Reduced Meal Program whose children have not had a preschool experience.
- Participate in the design, implementation and evaluation of STK according to a collaboratively defined work plan that can be updated for future years.

### **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 MVWSD (Agency) students, such staff shall be fingerprinted for the benefit of Agency; the cost of fingerprinting shall be the responsibility of Agency.
- The Executive Director of FEI, Betsy Nikolchev and the Director of the STK Program, Carmen Ponce, will be responsible for working directly and collaboratively with MVWSD to ensure effective implementation of STK.
- Designate the Executive Director of FEI as the primary contact for STK.
- Participate in the hiring process of STK MVWSD teachers and Program will track work hours and disperse payment.
- Train the STK teachers, instructional assistants, mentors and interns and manage and supervise STK staff and volunteers.



### **FEI (Program) will cont.:**

- Work with the leadership from Program and school site staff, whenever necessary, to coordinate the implementation of STK and maintain on-going communication
- Drive the overall design of STK.
- Prepare narrative and expenditure reports to funders for STK.
- Contract with an external evaluator to evaluate STK.
  
- Provide technical assistance and support to teachers, parents and community partners to ensure effective implementation of STK.
- Provide ongoing communication on STK-related topics and issues to community partners.
- Provide written updates and make presentations concerning STK to Agency, Board of Trustees and funders on a schedule to be determined during planning.
- Work with Agency and other community partners to accomplish the goals and objectives of STK and be a champion of STK.
- Collaborate with Agency to establish emergency procedures.
- Manage the written and oral communication with parents in English and Spanish.
- Provide healthy nutritious snacks.
- Jointly fund STK. See Appendix A – 2019 Budget.

### **MVWSD (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.
- Outreach to participating Agency families and educators
- Maintain an open campus policy whereby the Foothill College noncredit classes that are held on agency's campus are open to the community.
- Participate with Program in design, planning and implementation of STK.
- Work with the school site staff and FEI, whenever necessary, to coordinate logistical needs of STK.
- Identify a lead person who is available to meet regularly with Program personnel.
- Provide outreach to participating Agency families and educators.
- Make available to the Program relevant evaluation data for STK, as agreed upon during planning, but not less often than twice per year for the duration of STK provided, however, that such data will comply with applicable laws related to confidentiality.
- Participate in conversations with Program staff to discuss progress and lessons learned, as appropriate.
- Inform Program of relevant school site and Agency policies, programs and procedures.
- Include Program staff in school communications, including written and email communications relevant to the implementation of STK.

**MVWSD (Agency) will:**

- Bring issues and concerns directly to Program for resolution in a timely way. If an issue cannot be resolved directly among the staff, then Agency Superintendent and the Program Executive Director will be included in the process to resolve the issue.
- Participate in special events and STK-related meetings.
- Provide and maintain the facility in which STK will be based.
- Provide access to computers, internet and tech support as previously arranged.
- Jointly fund STK. See Appendix A – 2019 Budget.
- Work with Program to accomplish the goals and objectives of STK as they relate to STK.
- Share relevant information regarding each child in STK with the child’s kindergarten staff to better enable smooth transition into kindergarten.
- Provide access to Agency’s summer school food service program for breakfast and lunch.
- Provide access to transportation opportunities for field trips.
- Hire teachers and instructional assistants who meet the qualifications and prerequisites of Program and Agency. Agency will provide All Hours Worked timesheets on a monthly basis to Program for review.
- Collaborate with Program to establish emergency procedures.

**9. Consideration**

In consideration of the instructional and professional development services provided by the Program, the MVWSD agrees to cover its direct costs for MVWSD STK Instructional Assistant, MVWSD STK Mentors, MVWSD STK Office Assistant/Intern Coordinator, MVWSD STK Teachers, MVWSD Benefits & O/H, STK Enrollment/Outreach, CCAA Assessments, Spring Transportation to Foothill, Summer Transportation totaling **\$77,592**.

Family, Staff, & Community Engagement	Location/Dates/Times	Explanation of Services Scope of Work
Special Events/Technical Assistance:  Families, staff, and community will participate in a Dual Capacity model that supports Strategic & Integrated Family Engagement whereby educators and families will	Graham Middle School  <u>Winter &amp; Spring 2019</u>	Outreach and Partnership Development



<p>experience learning communities together.</p> <p><u>Spring 2019</u></p> <ul style="list-style-type: none"> <li>• Getting Ready for Kindergarten</li> <li>• The Importance of School Routines</li> <li>• Working Together to Support Student Success</li> <li>• Family STEM - Family Bridge to College</li> </ul> <p><u>Summer 2019</u></p> <ul style="list-style-type: none"> <li>• School Readiness - Building Blocks of Kindergarten Readiness</li> <li>• Language and Literacy - Developing a Love for Reading and Storytelling</li> <li>• Family Math - Math All Around</li> </ul>	<p><u>Spring 2019:</u> Saturday 4/27; 9:00 a.m. - 12:00 p.m.</p> <p>Saturday 5/4; 8:00 a.m. - 1:30 p.m.</p> <p><u>Summer 2019:</u> Wednesday 6/19; 8:00 a.m. - 9:30 a.m.</p> <p>Wednesday 6/26; 8:00 a.m. - 9:30 a.m.</p> <p>Wednesday 7/10; 8:00 a.m. - 9:30 a.m.</p>	<p>MVWSD will provide access to chrome books for Parent registration (Open CCC Apply)</p>
<p>Professional Development</p>	<p><u>Spring Dates:</u> 4/22; 4/23; 5/13 M &amp; T; 4:30 - 7:30 p.m. FEI Foothill College</p> <p><u>Summer Dates:</u> 6/13; 6/14 TH; 9:00 a.m. - 3:00 p.m. Classroom set up Graham School - MV</p> <p>F; 9:00 a.m. - 3:00 p.m. Professional Development Graham School - MV</p>	<p>FEI provides instruction and materials</p> <p>FEI provides facility at Foothill College</p> <p>MVWSD provides facility</p>
<p>STK Spring/Summer Program</p>	<p><u>STK Staff Job Postings/Interviews</u></p> <p><u>District Kindergarten List</u></p> <p><u>STK Registration/Intakes</u></p> <p><u>Spring Program Dates:</u> Saturday 4/27; 9:00 a.m. - 12 p.m. (Staff: 8:30 a.m. - 12:30 p.m.) Graham School</p> <p>5/4; 8:30 a.m. - 1:30 p.m. Family Field Trip to Foothill College "Bridge to College Day" (Staff &amp; Families meet at Graham)</p> <p><u>Summer Set Up Dates:</u> 6/12 - 6/14 9:00 a.m. - 3:00 p.m.</p> <p><u>Summer Program Dates:</u> 6/17 - 7/26 M-F 8:00 am - 2:15 pm (Staff: 7:30 a.m. - 2:45 p.m.) 7/4 &amp; 7/5: No School-Holiday 7/26: Last Day Celebration</p>	<p>MVWSD posts Certificated and Classified positions week of 3/5/19 FEI administer interviews TBD</p> <p>MVWSD provides FEI the week of 3/5/19</p> <p>MVWSD provides space week of 3/5/19 and 3/20/19. FEI administers intakes</p> <p>FEI provides program for 60 families</p> <p>MVWSD provides facility Graham School 3 K-Classrooms</p> <p>MVWSD provides transportation</p> <p>Program provides family activities, informational workshops, materials, and lunch</p> <p>MVWSD provides facility at Graham School M-F; 7:00 am - 5:00 pm (3 K Classrooms + 1 STK Office/Workroom + 1 Office Space for STK assessment for week 1 &amp; week 5 + 1 Child Development Academy Classroom)</p>



Summer Parenting Meetings	Wednesdays 6/19; 6/26; 7/10 8:00 am – 9:30 am  Thursday, 7/25 Parent/Teacher Conferences	FEI supports MVWSD STK staff with instruction, materials and snacks  Staff Hours: Workday plus two hours (7:30am- 4:45pm)
Facilities Request	<b>Spring:</b> 3 Graham School Classrooms with Bathroom Access and Access to Adult Restrooms <b>S 4/27; 5/4</b> <b>8:00 a.m. – 12:30 p.m.</b>  <b>Summer:</b> 3 Graham School Classrooms 1 Office/Workroom 1 Child Development 1 Private Space for Assessment 1 Academy Classroom (for 35 youth) Breakfast/Lunch Cafeteria AM Snack Eating Area Safe and Age-Appropriate Outdoor Play Area <b>M-F 6/17 – 7/26</b> <b>7:30 am – 5:00 pm</b>	Classrooms should be furnished with age-appropriate furniture.

## 10. Cancellation

The Program retains the right to cancel this agreement before the commencement of services (March 5, 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 days or more before the commencement of services (March 5, 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.

## 11. 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.

## 12. 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.



### **13. 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.

### **14. Indemnification**

MVWSD 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 MVWSD in connection with or arising from or out of the performance of this contract agreement. Program shall defend, indemnify all hold harmless MVWSD 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 MVWSD 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. MVWSD 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 MVWSD in connection with or arising from or out of the performance of this contract agreement.

### **15. Insurance**

Acceptance of this contract agreement constitutes that FHDACCD and MVWSD 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.

### **16. 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:

Dr. Ayindé Rudolph  
Superintendent  
Mountain View Whisman School District  
750-A San Pierre Way, Mountain View,  
CA 94043  
Phone: 650-526-3552

Cathy Baur  
Assistant Superintendent, Educational Services  
Mountain View Whisman School District  
750-A San Pierre Way, Mountain View, CA 94043  
Phone: 650-526-3552

## Invoices & Payments

As agreed upon, Program will invoice Agency within 30 days of completion of services at the end of STK MVWSD program year. Payment is due **September 13, 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

The attached certification of funding is hereby incorporated into this agreement. The forms must be completed and signed for each academic term.

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





Appendix A



Date: 02/14/19

**MVWSD**  
**STK 2019 Program Budget**

**Expenses**

<b>FEI/MV STK Staff</b>	<b>FEI Contributions</b>	<b>MVWSD Contributions</b>	<b>Total</b>
MV STK Instructional Assistant	\$ -	\$ 13,403	\$ 13,403
MV STK Mentors	\$ -	\$ 10,439	\$ 10,439
MV STK Office Assistant/Intern Coordinator	\$ -	\$ 7,149	\$ 7,149
MV STK Teachers	\$ -	\$ 29,025	\$ 29,025
MVWSD Benefits & O/H	\$ -	\$ 10,562	\$ 10,562
FEI STK Enrollment/Outreach		\$ 3,500	\$ 3,500
FEI STK Coach/Family Liasion/Site Director	\$ 5,950	\$ -	\$ 5,950
FEI STK Program Consultants	\$ 1,134	\$ -	\$ 1,134
<b>Total STK Staff</b>	<b>\$ 7,084</b>	<b>\$ 74,078</b>	<b>\$ 81,162</b>
<b>Materials &amp; Supplies</b>			
STK Office Supplies	\$ 387	\$ -	\$ 387
STK Meeting & PD	\$ 860	\$ -	\$ 860
STK Snacks/Lunch	\$ 1,204	\$ -	\$ 1,204
STK Books	\$ 1,445	\$ -	\$ 1,445
STK Classroom Supplies	\$ 4,042	\$ -	\$ 4,042
STK Curriculum Materials	\$ 1,505	\$ -	\$ 1,505
STK Printing	\$ 258	\$ -	\$ 258
STK Kinder Kits	\$ 817	\$ -	\$ 817
<b>Total Materials &amp; Supplies</b>	<b>\$ 10,518</b>	<b>\$ -</b>	<b>\$ 10,518</b>
<b>Operating Expenses</b>			
<b>Dues &amp; Membership</b>			
STK Membership Dues	\$ 172	\$ -	\$ 172
<b>Total Membership &amp; Dues</b>	<b>\$ 172</b>	<b>\$ -</b>	<b>\$ 172</b>
<b>Evaluation &amp; Assessment</b>			
CLASS	\$ 3,731	\$ -	\$ 3,731
DPA	\$ 97	\$ -	\$ 97
Evaluation Plan	\$ 15,398	\$ -	\$ 15,398
IPT	\$ 2,923	\$ -	\$ 2,923
Math Assessment/CPAA	\$ -	\$ 1,429	\$ 1,429
<b>Total Evaluation &amp; Assessment</b>	<b>\$ 22,148</b>	<b>\$ 1,429</b>	<b>\$ 23,577</b>
<b>Field Trips</b>			
Family Bridge to College	\$ 1,290	\$ -	\$ 1,290
Entrance Fee	\$ 1,140	\$ -	\$ 1,140
Transportation		\$ 2,085	\$ 2,085
<b>Total Field Trips</b>	<b>\$ 2,430</b>	<b>\$ 2,085</b>	<b>\$ 4,515</b>
<b>Total Operating Expenses</b>	<b>\$ 24,750</b>	<b>\$ 3,514</b>	<b>\$ 28,264</b>
<b>Total</b>	<b>\$ 42,352</b>	<b>\$ 77,592</b>	<b>\$ 119,944</b>
<b>FEI Administrative/Overhead Cost</b>	<b>\$ 55,649</b>	<b>\$ -</b>	<b>\$ 55,649</b>
<b>Total Cost</b>	<b>\$ 98,001</b>	<b>\$ 77,592</b>	<b>\$ 175,593</b>

Direct Cost to MVWSD: \$77,592\*

Direct Cost to FEI: \$98,001\*

\*MVWSD & FEI are responsible to cover their direct costs