



CONTRACT #: 2017/18-02

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 "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"). This agreement will initiate upon signing, and apply to Foothill College courses and professional development offered at MVWSD site effective August 14, 2017. 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 MVWSD Program is from 8/14/2017 - 6/30/2018.

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 MVWSD. The FEI, MVWSD 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, 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, MVWSD, 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 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 and pay for all faculty and 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.

Noncredit Parenting/ Family Programs	Location /Dates / Times	Explanation of Services Scope Of Work
<p>Fall 2017 Strong Start: Building School Success</p> <ul style="list-style-type: none"> Enriching Family Field Trip -TBD <p>Winter 2016 Topics: TBD</p> <ul style="list-style-type: none"> Enriching Family Field Trip -TBD <p>Spring 2017 Topics: TBD</p> <ul style="list-style-type: none"> Enriching Family Field Trip -TBD <p>Family Bridge to College Day – Field Trip to Foothill College</p>	<p>Mariano Castro Elementary TK-2nd Grade</p> <p>Fall 2017 – Spring 2018: Thursdays 6:00 p.m.– 8:00 p.m.</p> <p>Fall 2017: <u>4 Week Parenting Workshops,</u> <u>2 hrs each</u> 11/9; 11/16; 11/30; 12/7</p> <p>Winter 2018: <u>12 Week Parenting Workshops,</u> <u>2 hrs each</u> 1/11; 1/18; 1/25; 2/1; 2/8; 2/15; 3/1; 3/8; 3/15; 3/22; 3/29; 4/5</p> <p>Spring 2018: <u>4 Week Parenting Workshops,</u> <u>2 hrs each</u> 4/19; 4/26; 5/3; 5/10</p> <p>Spring 2018: Saturday, March 10, 2018 8:00am-1:30pm</p>	<p>Program provides instruction and materials.</p> <p>Agency provides staff, healthy snacks/light meals for parents and children, and coordinates childcare.</p> <p>Agency provides transportation at Agency's expense</p>

<p>Fall 2017 SS Navigating Middle School Respect 360</p> <ul style="list-style-type: none"> • <i>Enriching Family Field Trips</i> -TBD <p>Spring 2018 Topics: TBD</p> <ul style="list-style-type: none"> • <i>Enriching Family Field Trips</i> -TBD <p>Family Bridge to College Day – Field Trip to Foothill College</p>	<p>Graham Middle School 6th-8th Grade</p> <p>Fall 2017 – Spring 2018: Tuesdays 6:00 p.m. – 8:00 p.m.</p> <p>Fall 2017: <u>12 Week Parenting Workshops,</u> <u>2 hrs each</u> 9/26; 10/3; 10/10; 10/17; 10/24; 10/31* (tbd); 11/7; 11/14; 11/21; 11/28; 12/5; 12/12</p> <p>Spring 2018: <u>8 Week Parenting Workshops,</u> <u>2 hrs each</u> 4/17; 4/24; 5/1; 5/8; 5/15; 5/22; 5/29; 5/23; 5/30</p> <p>Spring 2018: Saturday, March 10, 2018 8:00am-1:30pm</p>	<p>Program provides instruction and materials.</p> <p>Agency provides staff, healthy snacks/light meals for parents and children, and coordinates childcare.</p> <p>Agency provides transportation at Agency's expense</p>
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Roles and Responsibilities cont'd.

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 MVWSD (Agency) students, such staff shall be fingerprinted for the benefit of Agency; the cost of fingerprinting shall be the responsibility of Agency.

8. MVWSD (Agency) will:

- Ensure access to Agency site contact person/program coordinator to plan and review services on a timely bases 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
- 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



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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.

10. Consideration

In consideration of the professional development services provided by the Program, MVWSD agrees to pay FEI through the Foothill-De Anza Foundation:

Description of Services	Location/Dates/Times	Scope of Work
<p><i>Professional Development/ Technical Assistance:</i></p> <p>MVWSD will participate in a Dual Capacity model that supports Strategic & Integrated Family Engagement whereby educators and families will experience learning communities together.</p>	<p>Mariano Castro Elementary: Graham Middle School</p> <p>Specific dates and times TBD based upon the delivery of the FEI Program.</p>	<p>FEI will deliver Professional Development/Technical assistance to support the implementation of MVWSD and Family Engagement Plan for 2017-2018.</p> <p>FEI will collaborate with school administrators, educators, staff and families as implementation partners to maximize contracted services outcomes.</p> <p style="text-align: right;">\$12,000</p>
<p><i>Case Study Evaluation</i></p>	<p>Fall 2017 - Spring 2018</p>	<p>Conduct evaluation plus in-depth case studies and submit summary of data one month after the end each Quarter of Foothill College 2016-17 Academic Year.</p> <p style="text-align: right;">\$4,500</p>



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<i>College and Career Day</i>	Saturday, October 14, 2017 Time: TBD	FEI will provide a college-student panel to raise awareness about the importance of college, staffing support for up to 5 hours and a 30 minute Keynote Speaker. \$1,800
<i>Family Field Trips</i>	Trip 1: Fall 2017 Trip 2: Winter 2018 Trip 3: Spring 2018 Location/Times: TBD	FEI will provide enriching family field trips each quarter for both Castro & Graham designed to enhance the programming curriculum & material as well as a light snack. (transportation provided at MVWSD expense). \$4,800*
Total cost to MVWSD: <i>(Agency provides transportation, childcare, snack &/or light meal at Agency's expense; rate does not include field trip bus transportation costs)</i>		\$23,100*

**Family Field Trip costs are a projected "up to" amount (not to exceed \$4800). This will be determined by the actual expenses accrued for the field trips.*

11. Cancellation

The Program retains the right to cancel this agreement before the commencement of services (August 1, 2017) 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 1, 2017) 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

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.

16. 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.

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:

Manny Velasco

SLS Coordinator
Mariano Castro Elementary/Graham Middle School
505 Escuela Avenue
Mountain View, CA 94040
Phone: 650-526-3590 ext. 1816

Heidi Smith

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

Invoices & Payments

Program will invoice Agency once with a minimum payment of 50% **Due September 29, 2017** and remaining balance **Due April 30, 2018**, 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.

