

CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN TO YOLO COUNTY OFFICE OF EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is an amendment to the MOU between YCOE and DJUSD for the Head Start Program at Valley Oak approved on June 18, 2018. In accordance with this amendment, DJUSD will provide and transport breakfast, lunch and afternoon snacks for the students at Greengate School and Lemen Infant and Toddler site located in Woodland. The term of this amendment is effective until June 30, 2020, in accordance with the original MOU.



AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Reference is made to the Memorandum of Understanding (M.O.U.) entered into by the Yolo County Office of Education (YCOE) Head Start and Davis Joint Unified School District(DJUSD) effective July 1, 2018 and ending June 30, 2021.

Be it known, that for good consideration the parties made the following changes effective July 1, 2019, a part of the said contract as if contained therein:

- Davis Joint Unified School District Nutrition Services program will provide and transport breakfast, lunch and afternoon snack for 48 children. 36 preschool children are located at Greengate School, 285 West Beamer Street Woodland, CA 95695 Building B Cafeteria area for children in Wing D Classrooms #1 & #2. 12 infant/toddler children are located at Lemen Center, 1230 1/2 Lemen Avenue Woodland, CA 95776
- YCOE will report and make available all necessary information regarding children including enrollment forms. All children qualify for the free and reduced-price meal program.
- Children are to be served on real plates using real utensils at the Lemen Infant/Toddler site.

All other terms and provisions of said contract shall remain in full force and effect.

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and DJUSD have executed this amended M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

Gail Nadal
Gail Nadal
Director Early Childhood Education Services
Yolo County Office of Education

Davis Joint Unified School District

Bruce Colby
Bruce Colby
Chief Business Officer
Davis Joint Unified School District

Date: 6/12/2019

Date: _____

Crissy Huey
Signature

Crissy Huey,
Associate Superintendent
Yolo County Office of Education

Date: 6/2/19

Signature

Rody Boonchouy
Associate Superintendent
Davis Joint Unified School District

Date: _____



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and Davis Joint Unified School District (DJUSD)

PURPOSE: The purpose of this M.O.U. is to enable the YCOE and DJUSD to:

- Collaborate to provide (1) part-day (6.5 hour) Head Start/CSPP classroom at the Valley Oak school site.
- Facilitate the transition of Head Start children to kindergarten.
- Provide joint training opportunities for DJUSD and YCOE early childhood education.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in Title 5, California Education Code and Title 22, Community Care Licensing.

TERM: This M.O.U. shall become effective July 1, 2018 and shall continue through June 30, 2021 or upon termination as indicated in the section on page three (3) identified as - Termination/Suspension.

SCOPE OF SERVICES:

A. The YCOE Head Start and Early Head Start programs shall:

Head Start Services

- Provide (1) part day Head Start /CSPP program with an enrollment not to exceed 24 children.
- Work with staff to integrate and understand all Head Start/CSPP services including recruitment, enrollment, food services and teaching staff.
- Acquire and maintain licensing from the Department of Social Services.
- When possible, extend invitations to professional development opportunities to State Preschool staff.

Transition Activities

- Establish contact with the appropriate representatives for transition into kindergarten.

- Oversee completion of the child's Transition Folder. This folder contains copies of items from the child's Head Start education file that demonstrates the child's cognitive, social and behavioral development.
- Facilitate the transfer of Kindergarten registration information between DJUSD and Head Start parents.
- When possible, extend invitations to DJUSD to attend scheduled Head Start in-service training activities.
- Conduct transition meetings to assess transition project success.

B. The Davis Joint Unified School District (DJUSD) shall:

Head Start Services

- Provide one classroom at Valley Oak school site, outdoor playground areas, bathrooms, janitorial services and nutritional services will be made available to program as an in-kind contribution - See Attachment A - for Head Start services at Valley Oak School site.
- Share with YCOE Head Start the names of children who the district cannot serve due to full enrollment.
- Extend invitations to YCOE Head Start staff for professional development opportunities.
- Coordinate recruitment of children for State Preschool and collaborate with YCOE on recruitment of children for Head Start classrooms.

Transition Activities

- Be available for dialogue with Head Start transition staff.
- Provide kindergarten registration documents and information to Head Start staff prior to registration dates in order to facilitate parent training.
- When possible, extend invitations to the Head Start staff to attend appropriate in-service training activities.
- When possible, send a representative to the transition meetings to help assess transition project success.

THE FOLLOWING STATEMENT MUST BE INCLUDED IF ANY INDIVIDUALS REPRESENTING THE AGENCY WILL HAVE CONTACT WITH STUDENTS:

The YCOE will certify that any of its employees coming into contact with students have been fingerprinted, have a valid TB test, and will have completed Mandated Reporter Training by submitting signatures on Exhibits A, B and C with the MOU.

INSURANCE:

During the term of this M.O.U., YCOE shall provide to Davis Joint Unified School District (DJUSD) and DJUSD shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. YCOE shall also provide DJUSD, and DJUSD shall also provide YCOE, with a written endorsement naming the other party as an additional insured,

and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR DJUSD shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or Other Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of DJUSD its officers, agents or employees.
- C. It is the intent of the YCOE and DJUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and DJUSD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and DJUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon ninety (90) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE: Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776-6127

To DJUSD: John Bowes
 Superintendent
 Davis Joint Unified School District
 526 B Street
 Davis, CA 95616

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between YCOE and DJUSD and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and DJUSD.

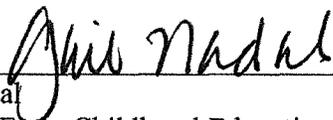
REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and DJUSD have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

Davis Joint Unified School District

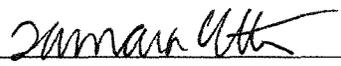


Gail Nadal
Director Early Childhood Education Services
Yolo county Office of Education Head Start

Bruce Colby
Chief Business Officer
Davis Joint Unified School District

Date: 5/23/2018

Date: _____



Signature

Signature

Tamara Ethier, Associate Superintendent of
Administrative Services,
Yolo County Office of Education

Rody Boonchouy
Associate Superintendent
Davis Joint Unified School District

Date: 5/23/18

Date: _____



EXHIBIT A

CERTIFICATION OF CRIMINAL BACKGROUND CHECK

The Yolo County Office of Education certifies that pursuant to Education Code section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Yolo County Office of Education, pursuant to the Agreement dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7© and 667.5©, respectively.

As further required by Education Code section 45125.1, attached hereto as Exhibit "A" is a list of the names of the employees of the undersigned who may come in contact with pupils/staff at Yolo County Office of Education sites. At any point in time of this agreement an updated list will be provided if any changes, additions or deletions are made.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Samara Utz
Signature/Title/Agency

5/23/18
Date



EXHIBIT B

CERTIFICATION OF TB TESTING

The **Yolo County Office of Education** hereby certifies that it follows the provisions under California Education Code 49406 Examination for Tuberculosis including requiring new employees to submit an examination within 60 days of hire date to determine that he or she is free of active tuberculosis and testing thereafter at least once every four years.

Attached is a list of names of employees who may come in contact with pupils/staff at Yolo County Office of Education sites. At any point in time proof of examination will be provided upon request by Yolo County Office of Education.

J. Marshall
Signature/Title/Agency

5/23/18
Date



EXHIBIT C

**CERTIFICATION OF MANDATED REPORTER
TRAINING**

The **Yolo County Office of Education** hereby certifies that pursuant to AB 1432, it will require all employees providing services to the Yolo County Office of Education to complete the Child Abuse/Mandated Reporting training prior to providing services and annually thereafter at the start of each school year.

The goal is for mandated reporters to have the appropriate knowledge and understanding of their responsibilities under the Child Abuse and Neglect Reporting Law (CANRA), Penal Code (PC sections 11164-11174.3).

The State Department of Social Services has developed a free online training at www.mandatedreporter.ca.com/training/educators.htm that will satisfy the requirements of AB 1432.

Employees must submit proof of completion of training to the Yolo County Office of Education prior to providing services.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

A handwritten signature in cursive script, appearing to read "J. M. ...", is written above a horizontal line.

Signature/Title/Agency

A handwritten date "5/23/18" is written above a horizontal line.

Date



Attachment A

Valley Oak School Site
Davis Joint Unified School District

In Kind Value of Classroom Space to:

Yolo County Office of Education
Head Start/Early Head Start Program
Fiscal Years 2018-2021

Annualized cost for (1) classroom

Description:

Janitorial costs*	\$ 16,414
Maintenance costs*	3,082
Utility costs*	7,010
Site support costs*	<u>420</u>
Total	26,926.00

*Annualized costs are based upon the entire cost of operation for the Valley Oak School school sites for the fiscal years 2018-21. Square footage of the spaces occupied by the Head Start program is calculated at 960 sq. ft. per classroom. Total square footage of the classroom used is divided by the square footage of each entire school site which is approximately 43,001 sq. ft. each school site. The percentage of space occupied by the Head Start program represents approximately 5% of the total square footage of each school site. Accordingly, the costs listed above represent approximately 5% of annualized costs for each school site.