

**CONTRACT NAME: AGREEMENT BETWEEN YOLO  
COUNTY OFFICE OF EDUCATION AND DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between Yolo County Office of Education and Davis Joint Unified School District allows collaboration to provide a full-day (eight hour) Head Start classroom at the Valley Oak site and a full-day (six hour) Head Start classroom at Marguerite Montgomery Elementary School.

This agreement will be effective upon signing by both parties through June 30, 2018. The total cost of this agreement is \$26,926.



## 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 a full-day (eight hour) Head Start classroom at the Valley Oak school site and a full-day (six hour) Head Start classroom at Marguerite Montgomery Elementary School.
- 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 upon the date of execution by both the parties and shall continue through June 30, 2018 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 one morning Head Start class with an afternoon wrap around CSPP program with an enrollment not to exceed 24 children.
- Provide one full day (six hour) Head Start class at Marguerite Montgomery Elementary school with an enrollment not to exceed 20 children.
- Work with staff to integrate and understand all Head Start 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 and one classroom at Marguerite Elementary school, outdoor playground areas, and bathrooms as an in-kind contribution - See Attachment A - for Head Start services at Valley Oak School and Marguerite Montgomery Elementary school.
- 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.

#### 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:                 Clark Bryant  
                                  Associate 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.

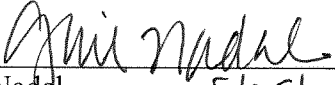
**REPRESENTATION OF AUTHORITY:**

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

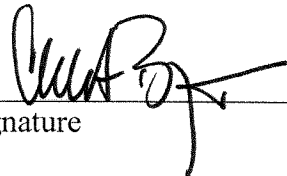
  
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Gail Nadal 5/25/2016  
Director Early Childhood Education Services  
Yolo county Office of Education Head Start

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Bruce Colby  
Chief Business Officer  
Davis Joint Unified School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Diane Cirolini, Associate Superintendent of  
Administrative Services,  
Yolo County Office of Education

Clark Bryant  
Associate Superintendent  
Davis Joint Unified School District

Date: 5/24/16

Date: 5/27/16



# **YCOE Head Start/Early Head Start**

1280 Santa Anita Court, Suite 140  
Woodland, CA 95776  
(530) 668-3001

## **Attachment A**

Valley Oak School Site  
Marguerite Montgomery Elementary School  
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 2016-2018

Annualized cost for (2) classrooms

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 and Marguerite Montgomery Elementary school sites for the fiscal years 2016-2018. Square footage of the spaces occupied by the Head Start program is calculated at 960 sq. ft. per classroom. Total square footage of the two classrooms 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.