

**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 is to collaborate to provide a full-day Head Start classroom at the Valley Oak site and a half-day Head Start classroom at Marguerite Montgomery Elementary School.

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 Head Start classroom at the Valley Oak school site and a half-day 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, 2016 or upon termination as indicated in section Scope of Services B and/or section Termination/Suspension described below.

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 program with an enrollment not to exceed 24 children.
- Provide one morning 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.

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.

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: _____

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: _____

Date: _____



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 Year 2015-2016

Annualized cost for (4) portable 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 year 2015-2016. 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.