

## **SUMMER KINDERGARTEN JUMP START PROGRAM**

**As Part of Aiming High**

### **MEMORANDUM OF UNDERSTANDING**

#### **AGREEMENT FOR SERVICES**

**Between**

\_\_\_\_\_ District

**and**

**Sonoma County Office of Education**

### **I. RECITALS**

- A. The \_\_\_\_\_ District (“District”) is committed to improving academic outcomes for all its students, and looks to partners wherever possible to advance these goals. The Sonoma County Board of Education (“SCOE”) is committed to having all entering kindergarteners ready to learn, especially those students who have not had the benefits of a quality preschool program. SCOE is committed to partnering with districts and agencies in activities and initiatives that have been shown to effectively accelerate English learner achievement.
- B. In light of our common goal to improve academic performance, the parties enter into the following Agreement to plan, implement, and evaluate the *Summer Kindergarten Jump Start Program* (“Program”) for EL students at \_\_\_\_\_ School in the \_\_\_\_\_ District.

### **II. OBLIGATIONS OF DISTRICT**

- A. The District shall provide a Program between June 2010 and August 2010 with a minimum of 20 instructional days, with the instructional time of 3 ½ hours each day. The District shall provide classrooms, materials, and equipment as necessary to conduct the Program.
- B. The Program shall serve 20 EL students with priority to those pre-kindergarten students with no previous pre-school experience. This shall be determined through screening the kindergarten registration. SCOE shall provide the screening questions as an application form that identifies the criteria used to determine student eligibility and selection. This data collected will be provided to SCOE for program evaluation and as part of the assessment for monitoring student success.
- C. The District shall assign one administrative personnel to oversee the Program and require administrative personnel to take part in organizational meetings that shall occur in April and May.
- D. The District shall formally begin planning for the Program in April 2010. Payment for the planning period is included in compensation provided in Section III.
- E. The District shall provide a classroom at said school for the duration of the summer program.

- F. The District shall provide in-service training to the summer school principal and staff regarding the Program and contents of this MOU.
- G. The District shall identify a staff member who is responsible in the spring for the recruitment and enrollment of eligible students. This individual will work with participating families to ensure that they understand school procedures and gain ideas about how to best help their children succeed in school.
- H. The District will provide information pertaining to immunization and oral health education sessions for parents in conjunction with the Program.
- I. At its sole expense, the District shall provide one teacher and one para-educator for every twenty students, to be selected and employed by the District, with the staff identified no later than May 1, 2010.
- J. The teacher and para-educator shall attend and be compensated, at a minimum, for one day of professional development provided by SCOE to include orientation, with appropriate professional development that addresses needs and instructional strategies for the population and requirements for Program evaluation.
- K. District shall work with SCOE to identify methods and facilities to expand literacy, numeracy, and child and family development to age appropriate students.
- L. The District shall provide administrative and/or teaching staff to evaluate program effectiveness. To this end the District will:
  - a. Participate in an information sharing agreement with other school partners to facilitate tracking the impact of the Program.
  - b. Monitor and share assessment data of student progress during the elementary school years and compare the progress of participants and non-participants.
  - c. Evaluate student success in the pre-kindergarten programs using a pre/post format agreed to by the group no later than May 2010.
- M. The District shall provide administrative and/or teaching staff shall work to align the curriculum with the District's kindergarten curriculum.
- N. The District shall share the partnership agreement, Program implementation, and Program evaluation with the School Board in a timely matter and in a public setting.
- O. The District shall make kindergarten readiness a high priority and seek to establish an on-going Program, supported by District funds as part of summer school ADA funding, beginning the summer of 2011.
- P. The district will invoice SCOE for the Program cost at the conclusion of the program.

### **III. OBLIGATIONS OF SCOE**

- A. SCOE shall provide to the District funding, not to exceed \$8,000, to plan, operate, and evaluate the Program, including, but not limited to, all necessary services and activities as defined in Section II.

- B. Payment for the Program, as outlined in Sections II, shall be in one payment at the end of the provision of services upon receipt of an invoice from the District.
- C. SCOE shall organize and facilitate the planning meetings pertaining to Program planning, coordination, professional development, and evaluation.

#### **IV. GENERAL PROVISIONS**

- A. This Agreement is effective from February 1, 2010, through August 30, 2010.
- B. To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend, release, and hold the other harmless from, and shall indemnify each other from and against all claims, demands, and/or liabilities arising from or related to this Agreement, or the participation of any students or employees under it, excepting only such injuries, damages, fines or penalties as may be caused by the indemnified party's negligence or willful acts. Each party's obligation to indemnify, defend, release and hold each other harmless shall extend to all claims, demands and liabilities for injuries, damages, fines, and penalties of any kind whatsoever.
- C. During the term of this Agreement, the District, and SCOE shall each provide comprehensive general public liability and property damage coverage, or programs of self-insurance satisfactory to all in their reasonable discretion, with minimum limits of \$2 million, combined single limit. Each party shall name the other, and its officers, agents and employees, as additional insured, or additional covered party if self-insured, on all said insurance policies carried by each for the life of this Agreement. Each party shall be given a copy of the other party's applicable insurance policy and notice of cancellation thirty (30) days prior to cancellation. No later than 15 calendar days following the execution of this Agreement, each party shall tender to the other for review and written approval, its proposed form of insurance or self-insurance. All public liability insurance shall insure performance of the indemnity provisions as set forth in Section IV(B) of this Agreement.
- D. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.
- E. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.
- F. The parties agree that all persons performing services under this Agreement shall comply with all applicable laws and policies of:
  - 1. Screening in accordance with Education Code Section 45122.1 in that the Department of Justice has ascertained that the person has not been convicted of a felony;
  - 2. Compliance with the \_\_\_\_\_ District School Board of Education policies that relate to Sexual Harassment, Child Abuse Reporting, Non-Discrimination, and Hazing; and
  - 3. Compliance with Title VI of the Civil Rights Act of 1965 (42 U.S. C. 2000d through 2000d4 prohibiting race discrimination), Title IX of the Education Amendments of 1972 (20 U.S.C. 794 prohibiting handicap discrimination), the Age Discrimination Act (42 U.S.C. 6101 et seq. prohibiting age discrimination), and the federal regulations adopted to implement these acts.

- G. Any purchases of equipment that will become District property as a result of the Agreement shall be made in accordance with district standards and procedures.
- H. Each individual executing this Agreement, or its counter part, on behalf of the respective party thereto warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the party that he/she represents.
- I. This Agreement contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto regarding the pre-kindergarten summer school readiness program not expressly set forth in this Agreement are null and void.
- J. Each of the parties hereto agrees that it shall act in good faith in an attempt to cause all the conditions precedent to the respective obligations to be satisfied.
- K. This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Sonoma County, California. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

Executed the day, month, and year first above written.

\_\_\_\_\_, Board President  
 \_\_\_\_\_ School District  
 \_\_\_\_\_  
 \_\_\_\_\_, CA \_\_\_\_\_

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

\_\_\_\_\_, Superintendent  
 \_\_\_\_\_ School District  
 \_\_\_\_\_  
 \_\_\_\_\_, CA \_\_\_\_\_

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

\_\_\_\_\_, Board President  
 Sonoma County Office of Education  
 5340 Skylane Blvd.  
 Santa Rosa, CA 95403

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

Dr. Carl Wong, Superintendent  
 Sonoma County Office of Education  
 5340 Skylane Blvd.  
 Santa Rosa, CA 95403

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