TUTOR CONNECTION PROGRAM
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made as of Feb 2, 2009 ("Effective Date"), between San Diego County Superintendent of Schools (SDCOE-FYS) and Palomar College Office of Service Learning, a non-profit organization.

Preliminary Statement

A. San Diego County Superintendent of Schools (SDCOE) is an Educational Agency of the State of California. San Diego County Office of Education-Foster Youth Services Program (SDCOE-FYS) is a State of California Grant funded program mandated to meet the educational needs of foster youth.

B. Palomar College is an institution of the California Community Colleges and, as such, is the State of California acting in its higher education capacity.

C. The parties desire to provide cost-effective tutoring to youth in out-of-home care receiving services from CWS, while providing students who are enrolled in Palomar College ("Tutors") with practical hands-on teaching experience working with such youth

TOBACCO-FREE FACILITY

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Tutor Connection. The parties desire to implement the Tutor Connection Program established on January 1, 2002 by Casey family Programs (CFP), CSUSM and San Diego County Health and Human Services Agency, Child Welfare Services (CWS) by way of a previous memorandum of understanding under which (a) Tutors were paired with youth in out-of-home care receiving services from CWS, and (b) Tutors received hands-on teaching experience working with such youth.

The parties intend to administrate the Tutor Connection Program to insure uninterrupted service to foster youth and education to students at Palomar College participating in service learning. The Program's continued goals are to:

1.1 Assist participating youth in obtaining basic educational skills and to graduate or obtain a GED certificate through cost-effective and high quality tutoring;

1.2 Set goals with each participating youth that may include a post-high school educational plan, work training and/or the development of other skills;

1.3 Educate Tutors about issues relating to youth in out-of-home care including, but not limited to, the ability to understand the educational and transitional needs of such youth; and

2. Program Governance/Decision Making.

2.1 **Program Governance.**

2.1.1 The Program shall be governed by an oversight committee comprised of at least one (1) representative from each of the parties ("Committee"). Each representative shall serve until he or she resigns or a replacement is appointed. The Committee may add additional members at any time upon their mutual agreement

2.1.2 The Committee shall be responsible for designing and overseeing the progress of the Program, reviewing Tutor curriculum, setting and/or reviewing criteria that each Tutor needs to satisfy, conducting regular meetings to assess the Program's progress, and resolving any issues or disputes material to the Program.

2.1.3 The Committee shall have no (a) authority or control over the management or disposition of any party's assets and (b) authority or control to direct any party to act or refrain from acting.

2.2 **Decision Making.**

2.2.1 The Committee shall meet not less than once per month during the academic year to accomplish the Program's purposes. The Committee shall appoint a Chair who shall serve at the Committee's pleasure, call Committee meetings, determine the agenda, and ensure orderly discussion and consideration of agenda items. The Committee shall also appoint a Secretary who shall serve at the Committee's pleasure, and record the Committee's decisions in minutes to be provided to all members after each meeting.

2.2.2 A majority of the Committee members present shall constitute a quorum at its meetings. To the extent feasible, the Committee shall make decisions by consensus. If a vote is required, a majority vote of the members present at a meeting of which there is a quorum shall be the act of the Committee

3. Program.

3.1 Tutor Identification, Background Screening and Training.

3.1.1 Palomar College Office of Service Learning will recruit a maximum of one hundred fifty (150) Tutors, per semester, who will provide up to three (3) hours per week of tutoring to each youth. Palomar College will assess whether a Tutor has: (a) remained in the related Palomar College classes after the add/drop date for classes; (b) successfully complete a tutor progress and final report which includes, but is not limited to, describing the tutorial experience, the relationship developed between the Tutor and the youth and any accomplishments achieved by the youth as a result of the tutoring sessions; and (c) any other criteria which may be set by the Committee (collectively "Criteria").

3.1.2 CWS will conduct background screening for Tutors proposed by Palomar College and then forward names to SDCOE-FYS of Tutors who have passed a background check.

3.1.3 At the end of each Semester, SDCOE will mail or fax a <u>No longer Interested Notification</u> form to DOJ. A copy of the notice form will be kept in the volunteers file which is discarded 3 years later.

3.1.4 SDCOE-FYS will match Tutors to youth and assist the tutor in the development of a tutorial plan individualized for each youth. A SDCOE-FYS staff member will act as a Tutor Connection Coordinator to: (a) assist with coordination between Palomar College and SDCOE; and (b) provide appropriate tutoring materials for Palomar College tutors; (c) Provide specialized curriculum and training to Palomar College tutors, and(d) oversee the tutor-student matches.

3.1.5 Palomar College and SDCOE will work together to develop a tutorial curriculum and monitor ongoing Tutor/youth pairs.

3.2 **Youth Selection, Activity and Recognition.**

3.2.1 Through a SDCOE-FYS-appointed tutor specialist, SDCOE-FYS will identify up to one hundred seventy (170) youth, per semester, in out-of-home care receiving services from CWS between the ages of 6 and 18 to participate in the Program for a period of generally one semester (approximately 3 months). Such youth will be selected on a first/come – first/served basis.

3.2.2 **Files.** SDCOE-FYS will keep all Program-related files that will include youth names, a list of the Tutor/youth matches, and Program evaluations These files will be kept in a secure location.

3.3 **Evaluations/Measurement.** The parties will evaluate the Program's progress and total outcomes by using a research logic model and through the administration and analysis of evaluations using the Child Welfare Knowledge Questionnaire (Palomar College students) both pre and post services, and a standardized measure of academic achievement (foster youth) both pre and post services.

3.4 **Reports.** During the Term, SDCOE-FYS will provide a final written report to Palomar College identifying the number of youth served by the Program and evaluating the Program's success. All Committee members (or their designees) shall contribute necessary information and data that will be used for compiling such report and assessing outcomes.

4. Contributions. The parties' contributions to the Program are described in the attached Schedule A, which is hereby incorporated by reference. SDCOE-FYS will fund the cost of LIVESCAN (background) clearances gas cards for tutors and tutoring materials. No direct payments will be made by either party to this contract to the other

5. Personnel. The parties acknowledge that interaction with individuals participating in the Program ("Participants") requires discretion and sensitivity. Each party represents its personnel who interact with Participants shall have been screened through appropriate background checks to ensure that they have no history indicating that it would be potentially dangerous, harmful or otherwise inappropriate for the individual to assume the assigned responsibilities or to interact with Participants

6. Confidentiality. During the Term, the parties shall receive personal and confidential information regarding children, youth, and/or adults including names, addresses, physical and mental health data, family history and like information ("Confidential Information") During the Term and thereafter, the parties, and their respective officers, directors, employees and agents (as applicable) shall hold such Confidential Information in strict confidence and shall not disclose the same unless (a) disclosure is permitted by federal and state law and (b) disclosure is necessary to the Program or otherwise required by law. Parties' obligations in this Section shall survive the Agreement's termination or expiration

7. Nondiscrimination Policy. No person shall, discriminate against any employee or participant because of race, color, religion, ancestry, sex, age, national origin, physical handicap, medical condition, marital status, or other classification protected by law.

8. Ownership and License Rights to Materials and Information.

8.1 **Independently Created Material.** To the extent that either party independently creates materials for, or contributes materials to the Program, then that party shall hold and retain all intellectual property rights in those materials, subject to a nonexclusive, perpetual, royalty-free license, worldwide and irrevocable license, which is hereby granted, to the other party to use such materials for non-commercial purposes, including the right to sublicense or to otherwise transfer the materials to others.

8.2 **Jointly Created Materials.** To the extent that the parties jointly create Materials either for use in the Programs or as a result of the Program that are subject to intellectual property protection, the parties shall jointly own the intellectual property rights in those materials.

9. Grant Application. The parties acknowledge that additional funding for the Program may be sought through grants. Each party shall use its best efforts to review, comment on, and assist in the

preparation of any grant application concerning the Program Each party acknowledges that time is of the essence in performing its obligations under this Section

10. Term, Termination and Renewal.

10.1 The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2009 ("Term"), unless sooner terminated as provided herein.

10.2 Notwithstanding the Term, the participation of any party in the Program may be terminated at any time during the Term by giving twenty (20) business days' written notice to the other party.

10.3 This Agreement may be renewed by the parties' mutual written agreement for additional terms.

11. Insurance/Liability.

11.1 **Insurance.** _

11.2 **Liability.** Each party is responsible for its own acts and omissions and those of its officers, employees, and agents. No party is responsible for the acts of third parties. Each party agrees and covenants to indemnify and hold the other parties harmless against any liability or loss with respect to any acts or omissions of the indemnifying party, its officers, employees, agents or subcontractors related to the Program or this Agreement.

12. Issue Resolution. If a dispute arises from or relates to this Agreement that the Committee is unable to resolve, then the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by either party. The parties will share the costs of mediation equally

13. Right to Review. SDCOE-FYS reserves the right to review and comment, prior to public dissemination or publication, all materials or information relating to SDCOE-FYS, this Agreement, the Program and the services provided by the parties under the Program. Any materials submitted to SDCOE-FYS for review shall be deemed approved if SDCOE-FYS fails to approve or disapprove them within five (5) business days of receipt

14. Prohibited Uses. No funds or resources of SDCOE-FYS shall be used (a) to propagandize or otherwise attempt to influence legislation; (b) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive; (c) for a grant to any other organization; or (d) for any expense which would constitute a taxable expenditure within the meaning of Section 4945 of the Code or a prohibited transaction within the meaning of Section 4941 of the Code

15. General.

15.1 **Independent Contractor.** This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between any or all of the parties. Each party shall determine the number of days and hours of work of its employees, agents, and subcontractors. Each party shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents, and subcontractors, and shall indemnify and shall hold the other parties harmless from any claim or loss relating to the same.

15.2 **Entire Agreement; Modification.** This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party.

15.3 **Third Parties.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person, firm, or corporation, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement

15.4 **Nonassignment.** No party to this Agreement may assign this Agreement, and any rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the nonassigning party's (ies') prior written consent, which consent shall not be unreasonably withheld.

15.5 **Notices.** All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section.

15.6 **Counterparts.** Counterpart originals of this Agreement may be executed for the convenience of the parties, and each counterpart shall be deemed to be an original instrument.

15.7 **Pupil Safety/School Safety Act – Greater Than Limited Contact with Pupils.** Palomar College Service Learning Office shall require their students, who will provide services, to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether the employees have been convicted of or have charges pending for a serious or violent felony as defined in Education Code §45122.1.

Palomar College Service Learning Office shall not permit any student, to perform services under this contract until:

15.7.1. The Department of Justice has determined that the employee has not been convicted of a defined felony.

15.7.2. Consultant or contractor has certified in writing to the San Diego County Office of Education section or program manager that Palomar College and all of its students who may come in contact with pupils have not been convicted of or do not have charges pending for a defined felony.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

San Diego County Superintendent of Schools

By:_____
Lora Duzyk
Assistant Superintendent, Business Services

Notice Address:
San Diego County Office of Education
6401 Linda Vista Road
San Diego, CA. 92111
Telephone: (858) 292-3618
Email: lorad@sdcoe.net

Palomar College

By:_____
Kenneth Jay
Director of Business Services

Notice Address:
Palomar College
1140 W. Mission Rd.
San Marcos, CA 92069
(760) 744-1150
Email: kjay@palomar.edu

SCHEDULE A
CONTRIBUTIONS

Contributions	SDCOE-FYS	Palomar College
Data	SDCOE-FYS will collect data on youth educational progress and basic data including youth names, addresses, and phone numbers.	Palomar College will share and maintain files on Palomar CollegeTutors, including any personnel background checks in accordance with FERPA
Facilities		Instruction facility for providing education to Tutors.
Formal training	SDCOE-FYS to continue training and curriculum design for 1 – 4 Tutor classes working with Palomar College professor(s) SDCOE-FYS speakers will participate in some of the above classes to address issues regarding faster care.	Palomar College professor to oversee Tutors including complying with the obligations set forth in Section 5 (Personnel) of the Agreement
Full-time or part-time employees	• Foster Youth Serviices Coordinator-20% • Tutor Specialist - 90% • Program Secretary-10% • Education Liaison-30%	The following individuals will contribute in-kind contributions and intellectual capacity to manage the project • Palomar College - Instructors/ Professors – instruction of class, development of model program • Palomar College Office of Service Learning- development of partnership, development of model program, sanction by School of Ed. Business Development Office — Development of agreements
Funding	Up to $20,000 for finger print fees (LIVESCAN) for tutors' background clearances that are conducted by CWS, gas cards for students and tutoring materials for student tutors.	
Technical assistance/expertise	SDCOE-FYS to provide continued input on tutor curriculum to include • Information regarding issues which impact foster youth especially • Guest speakers for classes • Tutoring models and tutoring progress report forms • Other forms and materials related to tutoring SDCOE-FYS to assist with developing presentation and materials about foster youth and related foster issues for.	Palomar College Office of Service Learning to instruct Palomar College students on the needs of foster youth as applicable to their anticipated future experiences as service professionals. Palomar College to recruit a maximum of one hundred fifty (150) Tutors per semester
Formal training	SDCOE-FYS to continue training and curriculum design for 1 – 5 Tutor classes working with Palomar College professor(s) SDCOE-FYS speakers will participate in some of the above classes to address issues regarding faster care.	Palomar College professor to oversee Tutors including complying with the obligations set forth in Section 5 (Personnel) of the Agreement.
Tutors	SDCOE-FYS will match Tutors to youth and develop a tutorial plan individualized for each youth.	Palomar College will recruit a maximum of one hundred fifty (150) Tutors, per semester and forward the names to CWS.