

**FIRST 5 SACRAMENTO COMMISSION**

**AGREEMENT  
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Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Budget Requirements

## **AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2018, by and between the FIRST 5 SACRAMENTO COMMISSION, hereinafter referred to as "COMMISSION," and NATOMAS UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, School Readiness is central to the COMMISSION's mission to support the healthy development of children prenatal to age five, the empowerment of families and the strengthening of communities; and

WHEREAS, School Readiness fosters optimal early childhood development in several areas that include social, physical, emotional, language and learning, and provides programs/services to children ages 0-5 to ensure children enter school ready to learn; and

WHEREAS on June 5, 2017, the COMMISSION approved the 2018 Strategic Plan for Fiscal Years 2018-19 through 2020-21, and the Plan included school readiness services; and

WHEREAS on August 7, 2017, the COMMISSION approved the 2018 Implementation Plan which designated resources for school readiness services with a funding level of \$12.5 million over the three-year funding period and approved nine school districts for the provision of school readiness services; and

WHEREAS, on November 13, 2017, CONTRACTOR responded to a non-competitive Request for Applications (RFA) and met the requirements of the RFA; and

WHEREAS, on February 5, 2018, the COMMISSION approved the School Readiness Program with CONTRACTOR for three years (July 1, 2018 through June 30, 2021). The new Agreement with CONTRACTOR will not exceed \$941,417 and is authorized through Resolution No. FFC-2018-0001; and

WHEREAS, COMMISSION AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COMMISSION and CONTRACTOR agree as follows:

**1. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, *Scope of Services*, which is attached hereto and incorporated herein.

**2. TERM**

This Agreement shall be effective and commence on July 1, 2018 and shall end on June 30, 2021.

**3. SUPLANTATION OF FUNDS**

Funding from First 5 shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services.

CONTRACTOR shall not utilize funding from First 5 to supplant state or local General Fund money for any purpose. If, upon receipt of funding from First 5, CONTRACTOR uses such funds to replace state or federal categorical funds, CONTRACTOR shall demonstrate to the COMMISSION'S satisfaction that such state or federal categorical funds have increased the level of services provided to children 0-5 years of age.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirement stated in Section 30131.4 of the California Tax & Revenue Code. Such certification shall be executed prior to release of funding from First 5 and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COMMISSION determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COMMISSION for all funding from First 5 that was used in violation of this Section. Use of funding from First 5 in violation of this Section shall be grounds for termination of this Agreement.

**4. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

First 5 Sacramento Commission

Natomas Unified School District

Julie Gallelo, Executive Director  
2750 Gateway Oaks Drive, Suite 330  
Sacramento, CA 95833

Lisa Claussen, Director of School  
Leadership and Support  
1901 Arena Boulevard  
Sacramento, CA 95834

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**5. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Executive Director of the First 5 Sacramento Commission or his/her designee.

**6. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**7. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**8. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COMMISSION. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COMMISSION.
- B. CONTRACTOR further certifies to COMMISSION that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

**9. PERFORMANCE STANDARDS**

CONTRACTOR shall perform services required under this Agreement in accordance with the professional standards applicable to CONTRACTOR'S services. Work products delivered to the COMMISSION pursuant to this Agreement shall be prepared in a first-class manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession.

**10. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of COMMISSION and shall be delivered to COMMISSION upon completion of the services authorized hereunder; provided, however, that any capital improvement constructed with funds received from COMMISSION shall be the property of CONTRACTOR. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COMMISSION. COMMISSION recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

**11. PUBLIC STATEMENTS/MATERIALS**

CONTRACTOR shall use COMMISSION'S logo for all outreach materials i.e. brochures, event flyers, newsletters, website, media use, social media platforms, multi-media, and giveaways, etc., that are developed to describe and promote COMMISSION funded programs and CONTRACTOR shall indicate on said materials that the program is "Made possible with funding from First 5 Sacramento."

CONTRACTOR shall submit all program funded outreach materials to the COMMISSION'S planner for review and approval 72 hours in advance of mass production and release to the public. Any exceptions to using the COMMISSION'S logo must be pre-approved by the COMMISSION.

**12. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of COMMISSION. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COMMISSION as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COMMISSION shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COMMISSION, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COMMISSION employee, right to act on behalf of COMMISSION in any capacity whatsoever as agent, nor to bind COMMISSION to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COMMISSION to employees of the COMMISSION.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

**13. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the COMMISSION with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8: CONTRACTOR'S name, residence address, telephone number, tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

**14. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COMMISSION: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COMMISSION and its employee organizations. Should any employee or agent of CONTRACTOR seek to obtain such benefits from COMMISSION, CONTRACTOR agrees to indemnify and hold harmless COMMISSION from any and all claims that may be made against COMMISSION for such benefits.

**15. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**16. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COMMISSION, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**17. GOOD NEIGHBOR POLICY**

- A. CONTRACTOR shall comply with COMMISSION'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  - 1. Provision of parking adequate for the needs of its employees and service population;
  - 2. Provision of adequate waiting and visiting areas;
  - 3. Provision of adequate restroom facilities located inside the facility;
  - 4. Implementation of litter control services;
  - 5. Removal of graffiti within seventy-two hours;
  - 6. Provision of control of loitering and management of crowds;
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;

8. Participation in area crime prevention and nuisance abatement efforts; and
  9. Undertake such other good neighbor practices as determined appropriate by COMMISSION, based on COMMISSION'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is location.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
  - C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
  - D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located
  - E. If COMMISSION finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COMMISSION shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take the necessary corrective action, COMMISSION shall take such actions as are necessary to implement the necessary corrective action. COMMISSION shall deduct any actual costs incurred by COMMISSION when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
  - F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement any may also result in ineligibility for additional or future contracts with COMMISSION.

**18. ANTI-TOBACCO POLICY**

CONTRACTOR shall comply with COMMISSION'S Anti-Tobacco Policy that was approved by the COMMISSION on March 3, 2003. CONTRACTOR shall be required to certify compliance with the anti-tobacco policy prior to receipt of COMMISSION funds.

**19. USE OF FUNDS**

Funds provided by the COMMISSION shall be expended only for the purposes authorized by the "California Children and Families First Act of 1998."

**20. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures COMMISSION that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COMMISSION, or recipient of services contemplated to be provided or provided under this Agreement, because of race,

ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COMMISSION employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.
- E. If CONTRACTOR is a faith-based organization or contracts with a faith-based organization for services to be performed under this Agreement, participation in the faith shall not be a prerequisite for receiving services. Outreach for services utilizing funding from First 5 will be to the community at large, and shall not be limited to those members of the community that share the same faith as CONTRACTOR or its agents.

**21. MANDATED REPORTING**

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse as defined in Penal code Section 11165.7. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

**22. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING REQUIREMENTS**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COMMISSION shall be grounds for termination of this Agreement.

**23. CONFIDENTIALITY**

CONTRACTOR shall comply with all applicable state and/or federal confidentiality statutes to assure that:

- A. All applications and records concerning an individual made or kept by CONTRACTOR, COMMISSION, or any public officer or agency in connection with the administration of any provisions of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement, for which grants in aid are received by this State from the Federal Government, shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services, without the written consent of COMMISSION.
- B. No person shall publish or disclose, or use or permit or cause to be published, disclosed, or used, any confidential information pertaining to a participant, including the fact of the participant's status as an applicant for or recipient of public social services.
- C. CONTRACTOR shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions, and that a knowing and intentional violation of said provisions of State and/or federal law may be a misdemeanor.

#### **24. INDEMNIFICATION**

To the extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, or employees.

To the extent permitted by law, COMMISSION shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COMMISSION 's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COMMISSION and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, or COMMISSION'S Board of Supervisors. It is also the intention of COMMISSION and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, or COMMISSION'S Board of Supervisors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties to the Agreement.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

**25. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage's.

**26. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COMMISSION, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COMMISSION under this Agreement.

**27. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by COMMISSION in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice in the format and in accordance with the procedures prescribed by COMMISSION on a quarterly basis, upon completion of services. Invoices shall be submitted to COMMISSION no later than the fifteenth (15th) day of the month following the invoice period, and COMMISSION shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. Excepting the fiscal year and invoices, invoices for services that are received more than ninety (90) days after the last day of the billing period may not be honored unless the CONTRACTOR has obtained prior written approval for such late submittal.
- D. COMMISSION operates on a July through June fiscal year. Fiscal year end invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COMMISSION unless CONTRACTOR has obtained prior written COMMISSION approval to the contrary.
- E. Invoices shall be considered to have been received only when all accurate and necessary budget revisions, quarterly reports, and accurate and complete evaluation data have also been received.
- F. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures

associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- G. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COMMISSION may withhold payment until such non-compliance has been corrected.

**28. LEGAL TRAINING INFORMATION**

If under this Agreement CONTRACTOR is to provide training of COMMISSION personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

**29. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from COMMISSION before subcontracting any of the services delivered under this Agreement. CONTRACTOR shall obtain prior written approval from the COMMISSION if it becomes necessary to change the Subcontractor(s) identified in subsection C of this section. CONTRACTOR remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COMMISSION for the performance of any Subcontractor whether approved by COMMISSION or not. CONTRACTOR shall require its Subcontractors to comply with the provisions of this Agreement.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COMMISSION.
- C. Notwithstanding Subsection A, CONTRACTOR is authorized to subcontract with:  
  
Bring Me A Book

**30. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the COMMISSION unless agreed in writing by DIRECTOR and counsel for COMMISSION.

**31. ENTIRE AGREEMENT**

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, all other representation or statements heretofore made, verbal or written, are merged herein.

**32. SUCCESSORS**

This Agreement shall bind the successors of COMMISSION and CONTRACTOR in the same manner as if they were expressly named.

**33. TIME**

Time is of the essence of this Agreement.

**34. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**35. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COMMISSION shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**36. TERMINATION**

- A. COMMISSION may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COMMISSION may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COMMISSION may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from

external sources for this Agreement or any portion thereof, including if distribution of such funds to the COMMISSION is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COMMISSION's yearly proposed and/or final budget are not appropriated by COMMISSION for this Agreement or any portion thereof; 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COMMISSION as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COMMISSION pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

### **37. EVALUATION**

- A. CONTRACTOR shall participate in and comply with results-based and community impact evaluation activities including training and technical assistance, sponsored by the COMMISSION.
- B. CONTRACTOR shall participate in and cooperate with COMMISSION'S evaluation consultants and other COMMISSION sponsored evaluation activities including statewide efforts to evaluate First 5 efforts, whether it occurs during the term of this Agreement or after. CONTRACTOR shall participate in and cooperate with programmatic audit activities required by the COMMISSION.
- C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S services.

### **38. REPORTS**

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COMMISSION concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. The COMMISSION shall explain procedures for reporting the required information.
- B. CONTRACTOR shall submit any required quarterly reports, including complete and accurate evaluation data by the 15<sup>th</sup> of the month following the end of the

quarter. COMMISSION may not make any payments under this Agreement until such reports have been submitted. If submission of any required reports is delayed over ninety (90) days beyond the end of the billing period, the invoice corresponding to the quarterly report may not be honored unless the CONTRACTOR obtained prior written approval of such late submission.

**39. AUDIT AND RECORDS**

- A. CONTRACTOR shall maintain separate accounting books and records for funding from First 5. Records shall be maintained in accordance with generally accepted accounting principles.
- B. CONTRACTOR shall maintain adequate client records that include diagnostic studies (when applicable), client intervention, program notes, records of services provided by professional and paraprofessional services in sufficient detail to permit evaluation of whether such services comply with all applicable federal, state, County, COMMISSION records maintenance requirements.
- C. For a period of four years following termination of the Agreement, CONTRACTOR shall make records available for copying upon COMMISSION'S request and at COMMISSION'S expense.
- D. Upon COMMISSION'S request, COMMISSION or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COMMISSION deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR.
- E. At regular times during normal business hours, COMMISSION shall have the right to inspect or evaluate CONTRACTOR'S records that pertain to services performed and amounts payable under this Agreement. COMMISSION shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.
- F. CONTRACTOR shall submit to the COMMISSION an annual financial and compliance audit conducted by an independent auditor. CONTRACTOR may use its organizational audit provided that the audit report shows First 5 revenues and expenses separately.
  - 1. CONTRACTOR shall obtain an Audit Engagement Letter from the audit firm selected and submit a copy of that letter to the COMMISSION within 2 months of fiscal year-end. In accordance with COMMISSION policy, the letter will include a statement saying that the final audit report will show the flow of First 5 revenue through the financials.
  - 2. The audit shall be conducted in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants and Generally Accepted Government Auditing

Standards issued by the General Accounting Office and the Comptroller General of the United States of America.”

3. The audit shall be submitted to the COMMISSION no later than 30 days after the CONTRACTOR’S organizational audit is completed, or no later than 6 months after fiscal year-end, whichever date is earlier. Should there be any delay, CONTRACTOR shall immediately inform COMMISSION staff and request an extension
4. COMMISSION shall not pay any invoices should an audit not be received within timeframes specified in this Agreement unless, prior to the expiration of this Agreement, the CONTRACTOR has obtained written approval from COMMISSION for any delay in submittal of an audit.
5. COMMISSION staff shall review the audit for completeness and findings and may submit the audit to the COMMISSION’S Auditor-Controller for technical review. COMMISSION shall be allowed access to all financial and program records as COMMISSION deems necessary to determine that funding was spent in compliance with applicable guidelines and this Agreement.
6. Should any material findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the deficiency will be addressed. Findings shall be corrected within six months after the audit report. CONTRACTOR shall submit a report documenting corrections of identified audit deficiencies. If CONTRACTOR refuses or fails to cooperate or fails to submit an annual audit as required by this Agreement, COMMISSION may, in its sole discretion, withhold amounts payable under this Agreement until CONTRACTOR has complied with the requirements of this Section to the satisfaction of COMMISSION.
7. CONTRACTOR shall comply with First 5 California Commission audit requirements.
8. If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the entire period of the Agreement for which services were provided and shall be submitted within six months of the end of the Agreement period.

#### **40. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**41. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**42. FORCE MAJEURE**

Neither CONTRACTOR nor COMMISSION shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**43. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**44. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**45. AUTHORITY TO EXECUTE**

Each person executing this agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.



**EXHIBIT A**  
**to Agreement between the**  
**FIRST 5 SACRAMENTO COMMISSION,**  
**hereinafter referred to as "COMMISSION," and**  
**NATOMAS UNIFIED SCHOOL DISTRICT,**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES**

**1. SERVICE LOCATION(S)**

**Lead Agency Name(s):** Natomas Unified School District  
**Administrative Location**  
**Street Address:** 1901 Arena Boulevard  
**City and Zip Code:** Sacramento, CA 95834

**Site Location 1** *American Lakes School (ALS)*  
**Street Address:** 2800 Stonecreek Drive  
**City and Zip Code:** Sacramento, CA 95833

**Site Location 2** *Jefferson School (JF)*  
**Street Address:** 2001 Pebblewood Drive  
**City and Zip Code:** Sacramento, CA 95833

**Site Location 3** *H. Allen Hight (HAH)*  
**Street Address:** 3200 North Park Drive  
**City and Zip Code:** Sacramento, CA 95835

**Site Location 4** *Natomas Park Elementary (NPE)*  
**Street Address:** 4700 Crest Drive  
**City and Zip Code:** Sacramento, CA 95835

**Site Location 5** *Two Rivers Elementary (TRE)*  
**Street Address:** 3201 West River Dr.  
**City and Zip Code:** Sacramento, CA 95833

**Site Location 6** *Witter Ranch Elementary (WRE)*  
**Street Address:** 3790 Poppy Hilly Way  
**City and Zip Code:** Sacramento, CA 95834

**2. PROGRAM DESCRIPTION**

CONTRACTOR is the Natomas Unified School District (NUSD). CONTRACTOR shall use First 5 Sacramento funding to implement School Readiness (SR) services that are in alignment with best and promising practices and provide a comprehensive approach that includes the following components:

- Developmental Playgroups (0-3 year olds)
- Comprehensive Screening and Early Intervention

- Family/Caregiver Support and Engagement
- Transition Activities and Summer Camps
- Enhanced Preschool Supports (3-5 year olds)

Additional detail is specified under Section 14, Description of Minimum Services.

### 3. **TARGET POPULATION AND SERVICES AREA**

The SR program will serve families with children ages 0-5 living within the catchment areas of targeted elementary schools as noted in section 1 above. At minimum, the targeted sites will include those sites that participate in Raising Quality Together/Quality Counts California program quality improvement efforts. Services will target families that include children with Child Protective Services involvement, disabilities/special needs, dual language learners, migrant families, poverty and other under-served populations. If space and funding allows, program elements other than preschool services may be provided to families with factors stated above who reside outside of the catchment areas.

Targeted service locations must achieve and maintain Quality Counts California overall ratings of 4 or above.

### 4. **PROGRAM QUALITY REQUIREMENTS**

- A. Provide First 5 funded services without fee to participating families. Maximize group size and teacher/adult to child ratios through compliance with Title 5 CSPP (California State Preschool Program) and Title 22 (Community Care Licensing) requirements (as applicable), and Raising Quality Together/Quality Counts California best practice guidelines.
- B. Use curriculum and activities that are developmentally appropriate, responsive to cultural and linguistic differences, and aligned with California's Learning Foundations and Frameworks. Programs will be tailored to meet the needs of each individual child/family, strengthen relationships, and fully engage families to promote optimal early learning and development.
- C. Be staffed by individuals who meet minimum qualification / quality standards as required by the California Department of Education (CDE) and are consistent with the statewide Quality Counts California.
- D. Lead classroom teachers, to include Developmental Playgroups, must have a teaching credential issued by the California Commission on Teacher Credentialing; **or**,
  - Meet Quality Counts California Matrix Element "Qualifications for Lead Teacher" at minimum 4 Points value; **or**,
  - If classroom teachers do not meet this requirement, the CONTRACTOR will ensure lead teachers receive professional development and submit an annual plan by each August 31 documenting efforts to meet this requirement.
- E. To align with best practices, CONTRACTOR must participate regularly in professional development to increase effectiveness in working with children age 0-5 (curriculum planning, early literacy and language, early math skills, social-emotional development, assessments and instructional planning, dual language learners, disabilities/special needs, and child/brain development). Assessments and data (Applied Survey Research (ASR), Desired Results Developmental Profile (DRDP), Ages & Stages Questionnaires and/or Ages & Stages

Questionnaires: Social Emotional (ASQ and/or ASQ: SE), Classroom Assessment Scoring System (CLASS), Environmental Rating Scales (ERS), screenings, et al) will be used to inform and improve instruction.

- F. Have a plan in place for formal program evaluation that includes (1) assessment of child progress (i.e. DRDP, ASQ, et al), (2) formal classroom assessments using CLASS, and (3) environmental assessments using ERS). Assessments and data will be used to support teacher use of data to inform and improve instruction.
- G. Provide transition support among classroom activities and for children moving between programs (infant/toddler programs, preschool, and kindergarten).
- H. Provide nutritious meals and/or snacks using USDA Child & Adult Food Program Standards, participate in USDA Food Program, and provide on-going nutrition education for parents/families.
- I. Provide support designed to strengthen families and fully engage them in their child's early learning and development.
- J. Build strong relationships with private child care providers, kindergarten teachers, key school district personnel, and other partner agencies and have protocols in place for sharing child level information.
- K. Partner with other public and/or private programs to leverage resources, support a mixed delivery system, and advance the quality of early learning and child development programs in Sacramento County (Head Start, State Preschool, Licensed Child Care Providers, Institutions of Higher Learning, Social Services, Behavioral Health, Public Health, Foundations/Philanthropies, et al).

## **5. COMPLIANCE WITH COMMISSION STRATEGIC PLAN**

- A. CONTRACTOR shall ensure that programs, services and projects funded by the COMMISSION reflect the following core components identified in the COMMISSION'S Strategic Plan:
  - Affordable and Accessible – children (0-5) have the opportunities and resources to grow up healthy and happy.
  - Culturally Competent – embrace diversity and respond in culturally appropriate ways.
  - Community-Driven – Community members have an opportunity to be actively involved in decision making and planning for their children's lives.
  - Responsive to Special Needs – people with special needs will be accepted, treated with respect and dignity and have equal access to places, services and opportunities.
- B. CONTRACTOR shall ensure participation in cooperative and collaborative efforts sponsored by the COMMISSION, its Contractors and community partners.

## **6. SUBCONTRACTORS**

The following collaborative partners shall be named as subcontractors and shall receive funding under this agreement. CONTRACTOR shall be required to develop a Memorandum of Understanding (MOU) with subcontractors that shall include total amount to be paid (detail of annual payments), term of contract as well as the specific activities/services that the subcontractor will provide:

None

If a subcontractor withdraws and services cannot be provided for any reason, CONTRACTOR shall be responsible to provide comparable services.

**7. COLLABORATING PARTNERS**

Collaborating partners may include but are not limited to:

- Sacramento County Office of Education (SCOE)
- Birth and Beyond Family Resource Centers
- Sacramento County Department of Health Services - Smile Keepers
- Center for Oral Health
- NCADD-National Council on Alcoholism and Drug Dependency (Strengthening Families)

**8. EVALUATION PLAN AND ACTIVITIES**

- A. CONTRACTOR shall be required to develop the Project's Evaluation Plan in conjunction with the COMMISSION'S evaluation consultant.
- B. Upon execution of the Agreement, CONTRACTOR shall participate in data collection tool training and input data relevant to the CONTRACTOR'S project into a data collection system as required by the COMMISSION. As required, CONTRACTOR shall collect and submit Client Level Data for participants in CONTRACTOR programs.
- C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S project funded by the COMMISSION.
- D. Results Based Accountability (RBA) is used in the evaluation of COMMISSION programs. Section 15 contains a detailed RBA for this program. The indicators are developed in conjunction with the CONTRACTOR and may be revised during the term of the Agreement.

**9. ENHANCED RESOURCE AND REFERRAL**

CONTRACTOR shall cross-train all frontline staff and outreach workers to assess needs and provide referrals targeted but not limited to child care, breastfeeding support services, dental care, medical home (insurance) and Help Me Grow (HMG) programs.

CONTRACTOR to track all referrals made by number and type and include this information in the Quarterly Program Narrative and Milestones Report submitted to COMMISSION.

**10. ADVERSE CHILDHOOD EXPERIENCES**

The COMMISSION recognizes the effect of Adverse Childhood Experiences (ACEs) on child outcomes, and the need to be responsive to ACEs at all levels of service provision. CONTRACTOR shall provide opportunities for all staff to attend COMMISSION sponsored Adverse Childhood Experiences (ACEs) training.

**11. SUSTAINABILITY**

COMMISSION faced with funding reductions in the 2018 and 2021 Strategic Plans and beyond, adopted a Systems Sustainability Plan with the goal of sustaining children's health, development and family empowerment outcomes and the systems that promote them. As a result, the COMMISSION is

emphasizing sustainability efforts of its funded partners. The goal of the COMMISSION is by the end of this 2018 three-year strategic plan period, CONTRACTOR will be able to absorb the anticipated 30% reduction and maintain the same level of services in the community. COMMISSION will provide direction and technical assistance to contractors to develop sustainability strategies.

**A. CONTRACTOR participation in sustainability efforts shall include:**

1. Dedicate a key agency contact to manage, facilitate the development and implementation of sustainability efforts.
2. Attend technical assistance meetings and participate in capacity building work for sustainability as required.
3. Submit sustainability reports as requested by COMMISSION.

**B. CONTRACTOR minimum achievements shall include:**

4. Develop a written sustainability plan in year one of the contract.
5. CONTRACTOR will provide in-kind staffing and/or program operation support costs specific to the services in the program. The total in-kind contribution must be at least 10% of the COMMISSION funds. These items will be specified in the budget and budget narrative, subject to COMMISSION staff approval.
6. Participate in COMMISSION sponsored technical assistance and trainings to achieve a “certified sustainable” status.

**12. REPORTING REQUIREMENTS/MEETING REQUIREMENTS**

As a minimum requirement, CONTRACTOR shall produce Quarterly Program Narrative and Milestone Reports, in a form prescribed by the COMMISSION, due on the last day of the month following the end of the reporting quarter.

CONTRACTOR shall submit reports related to data collection and evaluation in the form and frequency required by the Commission.

CONTRACTOR shall attend First 5 Sacramento Commission Quarterly Contractor Forum meetings and/or other meetings aimed at achieving the goals and objectives of CONTRACTOR’S project funded by the COMMISSION.

**13. STAFFING REQUIREMENTS**

CONTRACTOR shall be responsible for hiring and supervising staff in the classifications and numbers as identified in this Exhibit. CONTRACTOR shall inform COMMISSION when there are any vacant positions. CONTRACTOR shall, as soon as practicably possible, fill positions when there are vacancies or extended leaves of absence to maintain staff to client ratio.

A full-time equivalent (FTE) is defined as an employee who works 40 hours per week which equates to 1.0 FTE.

The program will be staffed as follows:

Position and FTE	Duties
Assistant Superintendent .10	Program Oversight
Director .30 FTE	Provides development coaching, responsible for upholding California Child Care Licensing requirements as well as District policies, work with District staff to maintain and expand program opportunities. Ensure First 5

	program activities are planned, implemented and milestones are met. As Coordinator, participate in First 5 required meetings and activities, support the Preschool program and staff directly as designated Director for Licensing (must meet ECE Director licensing requirements), monitor program quality, work with staff to provide support for students, oversee parent engagement curriculum development implementation and work with area ECE providers through the Natomas Educator of Young Learners collaborative, provides or refers for student social emotional support, plan and implement parenting classes and playgroups with the support of the Early Learning Outreach Assistant, supports First 5 program activities in planning, implementation and meeting milestones.
Early Learning Outreach Coordinator .45 FTE	Provides parent and family outreach and support activities, coordinates Home Visits, provides referrals to Health, Welfare and other community resources, coordinates and maintains the Parent Teacher Resource Room, supports the Coordinator-Early Learning with the implementation of parenting classes, coordinates targeted support for pregnant and parenting teens with district and other community staff, supports First 5 Grant activities in data collection, implementation and meeting milestones. Facilitates playgroups, ASQ and other screening activities. Enrollment support transitioning families into school.
2 Child Development Assistant-Playgroups 2.0 FTE	Coordinate, maintain records, facilitate outreach, plan developmentally appropriate lessons and activities and hold playgroups at least three of the designated sites. Staff member will hold the qualifications of at least a Child Development Associate Teacher Permit.
Translators (hourly)	Translate as needed for families attending workshops, playgroups or other Natomas School Readiness program activities.
Child Care Attendants (hourly)	Provide child care for children ages 2-5 during parent workshops. Provide stories, games and art and exploration activities for children, ensure child safety through supervision and utilization of a sign in / out system.
Kindergarten Transition Camp-Teachers (hourly)	Teach and support learning during a 4 week Kindergarten Transition Summer Camp, utilize routines, activities and lessons to make transition to Kindergarten smoother for incoming Kindergarten students and their families, utilize observation and a pre and post assessment to provide parents and Kindergarten teachers with information about student's strengths and challenges.
Kindergarten Transition Camp-CDA's (hourly)	Support teacher in teaching the Kinder Camp program by implementing the curriculum, maintaining a clean and orderly facility, provide student support and supervision, assist in observations of student and their interactions and communicate with parents.

**14. DESCRIPTION OF MINIMUM SERVICES**

CONTRACTOR shall accomplish the following minimum services:

**A. DEVELOPMENTAL PLAYGROUPS**

Developmental Playgroups are available for children ages 0-3 and parent(s)/primary caregiver(s) living in the catchment area of targeted school sites listed in section 1. At minimum, playgroups will take place at 50% of the sites and/or alternate locations, and will:

- Ensure children are accompanied by at least one adult;
  - Operate a minimum of two days per week for one to two hours per day throughout the school year;
  - Located in sites that are easily accessible by families such as schools, churches, community centers, apartment complexes, etc.;
  - Involve parents/primary caregivers and educate them about the importance of play in child development and the critical role families/caregivers play in supporting early learning and development and school success; and
  - Include time for structured play with parent and child, free play with peers to allow social skill building, and opportunities for parents to socialize with each other.
1. Each year, CONTRACTOR to provide playgroups to 72 unduplicated children/families at the following sites:

<b>Developmental Playgroup Location</b>	<b>Targeted Sites Served</b>	<b>Annual Number of Children Served</b>
American Lakes Jefferson School	Priority All Target Sites	24
H Allen Hight Natomas Park	Priority All Target Sites	24
Two Rivers Elementary Witter Ranch Elementary	Priority All Target Sites	24

**B. COMPREHENSIVE SCREENING AND EARLY INTERVENTION**

First 5 funded SR programs ensure 210 unduplicated children ages 0-5 receive developmental (including speech/language as needed) and health screenings (including vision, hearing and dental).

- Services may be provided to any child ages 0-5 and their families residing within the school district; however, priority will be given to children who reside at the targeted sites listed in section 1.
  - Families are provided referrals, follow-up services and/or resources for any concerns identified in screenings/assessments.
  - SR programs partner with outside agencies to provide screening and/or support services, as appropriate.
1. Each year CONTRACTOR to provide specific screenings as follows:

Screening Type	Screenings Directly Funded by First 5	Coordination and follow-up funded by First 5	Total Annual Number of Screenings
Developmental	210		210
Speech/language	110		110
Hearing	210		210
Vision	210		210
Dental		160 (Center for Oral Health)	160
Total	740	160	900

- a. Provide 210 children ages 0-5 with developmental screenings using the Ages and Stages Questionnaire (ASQ and/or ASQ: SE) screening tool and refer children, as appropriate, to Help Me Grow for additional screenings and resources.

**C. FAMILY / CAREGIVER SUPPORT AND ENGAGEMENT**

CONTRACTOR provides information and support to families with children ages 0-5 and encourages parents / adult caregivers to be involved in their child’s early learning and development. Family / Caregiver Support and Engagement includes, but is not limited to:

- General information about the school, programs/services, and parents’ rights and responsibilities (orientation meetings, handbook, newsletters, monthly calendar of events, et al);
- Participation in classroom activities to support children’s learning;
- Information about their child’s developmental growth and learning (parent-teacher conferences, DRDP, ASQ/ASQ: SE);
- Parent education workshops (language and literacy, parenting, positive discipline, physical health and well-being, nutrition, brain development, emotional/behavioral health, protective factors, et al);
- Resources to support early learning and development at home;
- Home Visiting / Case Management;
- Information about community resources (nutrition, health insurance, dental services, social services, libraries, parks and recreation, crisis intervention, et al);
- Opportunities for parents to provide input (DRDP parent survey) and participate in program planning and/or decision-making; and
- All information and resources provided to families should be developmentally, culturally and linguistically appropriate.

1. Each year CONTRACTOR to an unduplicated number of 160 adult caregivers as follows:

<b>Family / Caregiver Support and Engagement Activity</b>	<b>Targeted Sites Activity Will Occur</b>	<b>Frequency and Number of Sessions</b>	<b>Annual Number Adult Caregivers Engaged</b>
<p><b>Family Literacy:</b> Family Literacy workshops engage and educate adult caregivers, on the critical importance of reading aloud to children. Through highly interactive instruction and dialogue, participants develop individualized solutions to overcome the challenges of daily read-aloud routines.</p>	ALS, JF, HAH, NPE, TRE, WRE	Six 1.5-hr. sessions yearly total across the targeted sites	90 Adults
<p><b>Family Nights:</b> Support areas including Math, Art and Science, Preschool and Kindergarten standards. Family nights include a 45 minute parent information session followed by an interactive parent/child participation workshop to practice learning activities to support the focus area at home.</p>	ALS, JF, HAH, NPE, TRE, WRE	Six 1.5 hr sessions yearly total across the targeted sites	90 Adults
<p><b>Mother/Father/Caregiver Engagement Workshop:</b> This workshop focuses on the importance of the nurturing adult in a child's life, provides important information, parenting tips, and resources.</p>	ALS, JF, HAH, NPE, TRE, WRE	Six 1.5 hr. Session yearly	75 Adults
<p><b>Positive Parenting:, Strengthening Families, Love and Logic or other evidence based programs:</b> Positive parenting programs focus on parenting skills which include parent/child engagement and communication, building strong relationships within the family, positive behavior support, and social emotional skill development and management.</p>	ALS, NPE	6-13 weekly 2-hr. sessions (number of sessions depends on program)	25 Adults
<p><b>Home Visitation:</b> Adult Caregiver support and coaching to focus on positive parenting to improve outcomes for at-risk families with children 0-5.</p>	Priority for catchment area of targeted school sites.	Thirty 1 hour visits	35 Adults

**D. TRANSITION ACTIVITIES AND SUMMER CAMPS**

First 5 funded SR programs provide transition support for children ages 0-5 as they move between classroom activities, and as they learn, grow and move into other developmentally and age appropriate programs: Infants and Toddlers/Home to Playgroups; Playgroups to Preschool; and Preschool to Transitional Kindergarten (TK) or Kindergarten.

First 5 funded SR programs provide transition support for children ages 0-5 as they move between classroom activities, and as they learn, grow and move into other developmentally and age appropriate programs: Infants and Toddlers/Home to Developmental Playgroups; Developmental Playgroups to Preschool; and Preschool to Transitional Kindergarten (TK) or Kindergarten.

- SR programs provide all children with ample time to engage in developmentally appropriate activities, minimize transitions, and provide a balance of active and quiet periods throughout the day. Transition activities familiarize children with routines and prepare them for the next activity.
- SR programs support children and families as they grow and transition between programs (developmental playgroups to preschool to kindergarten). Families have opportunities to participate in orientations, visit classrooms and meet staff prior to entering new programs.
- SR programs partner with private providers in targeted school communities to standardize transition activities and strengthen articulation/communication. SR programs will strengthen articulation, communication, and resource sharing between developmental playgroups, preschool and kindergarten to strengthen the early learning and developmental experience of children (prenatal to age 5 and their families. School districts will have protocols in place for sharing individual child level information, and provide adequate time for playgroup and preschool teachers to meet with one another as well as with recipient teachers (preschool and TK/Kindergarten, respectively) prior to transition

1. CONTRACTOR to provide specific activities as follows:

- a. Orientation sessions will be provided each year to 24 families enrolled in Developmental Playgroups (0-3), Preschool (3-5), and Kindergarten. Families will have an opportunity to visit classrooms, meet teachers, administrators and support staff, and learn about the school, program objectives, behavior and attendance expectations, and to become acquainted with other families (caregivers).
- b. Provide Transition Summer Camps to 48 unduplicated children per year. Camps will operate a minimum of 3-4 hours/day, for a minimum of 60 hours per session and will commence in June, July, or August of each year to prepare children and families for school entry in the Fall. Priority for participation will be given to children without previous preschool experience who are entering Kindergarten.

Location of Transition Summer Camp	Targeted Sites Served	Frequency & Duration	Annual Number of Children Served
Two Rivers	Priority - Targeted Sites	20 days for 4	48

		hrs. daily 2 classes of 24 students	
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- c. First 5 funded School Readiness schools/districts will participate in countywide and/or district level efforts to strengthen articulation, communication, and resource sharing at early childhood ages and grade levels to strengthen families and children (prenatal to age 5 years) early learning experience. These transition activities may be coordinated by SCOE, school districts, First 5 or other community based school readiness partners such as United Way of California.

**E. ENHANCED PRESCHOOL SUPPORTS**

Preschool programs are available for children ages 3-5 at targeted school sites listed in section 1. Programs operate 3 or more hours per day throughout the school year. Priority is given to children ages 4-5 without former preschool experience, and/or those with Child Protective Services involvement, disabilities/special needs and dual language learners.

To support high quality early learning, enhanced preschool support services may include:

- a. District staff: social worker, custodian, nurse, parent liaison, home visitor, resource teachers, academic coaches, mental health therapists, school psychologist, speech therapists, etc.
- b. Classroom materials and other supports: books, parent literacy materials, home visitation materials, playground equipment, furniture, classroom curriculum materials, screening and assessment materials, printing, food, consumables, etc.
- c. Professional development: training, travel, etc.
- d. Equipment, facility costs such as utilities.

- 1. Each year CONTRACTOR to provide enhanced preschool services to 288 unduplicated children at the following sites:

Site	Number of Classrooms	Annual Number of Children
American Lakes School (ALS)	1 Classroom: 2 classes AM 3hr class & PM 3hr. class	48
Jefferson School (JF)	1 Classroom: 2 classes AM 3hr class & PM 3hr. class	48
H Allen Hight (HAH)	1 Classroom: 2 classes AM 3hr class & PM 3hr. class	48
Natomas Park (NPE)	1 Classroom: 2 classes AM 3hr class & PM 3hr.	48

	class	
Two Rivers Elementary (TRE)	1 Classroom: 2 classes AM 3hr class & PM 3hr. class	48
Witter Ranch Elementary (WRE)	1 Classroom: 2 classes AM 3hr class & PM 3hr. class	48

**15. RESULTS BASED ACCOUNTABILITY**

<b>RESULT: INCREASE CHILDREN'S, FAMILIES', AND SCHOOLS' READINESS FOR KINDERGARTEN</b>					
<b>FIRST 5 PROGRAM RESULT INDICATORS</b>	<b>STRATEGY</b>	<b>RBA CATEGORY</b>	<b>METRIC</b>	<b>DATA SOURCE</b>	
<ul style="list-style-type: none"> <li>- Percent of children ages 3-5 enrolled in preschool</li> <li>- Percent of families who read at home at least five days per week</li> <li>- Percent of students identified for Special Education prior to age 6</li> <li>- Percent of parents who feel connected and supported</li> </ul>	- Playgroup	- How much?	<ul style="list-style-type: none"> <li>- # served</li> <li>- Children (ages 0-3)</li> <li>- Parent/Caregiver</li> </ul>	- Persimmony Service Data	
		- How well?	<ul style="list-style-type: none"> <li>- Attendance</li> <li>- Average # of sessions attended per child</li> <li>- % who attended more than one session</li> <li>- % who attended more than ten sessions</li> </ul>		
		- Better off?	<ul style="list-style-type: none"> <li>- % of parents connected to their community</li> <li>- I know what to expect at each state of my child's development</li> <li>- I know what program to contact in my community when I need help for basic needs (e.g., housing, food, employment).</li> </ul>		- Family Information Form
			- Parent Satisfaction Survey Results		- Parent Satisfaction Survey
	- Enhanced Preschool(EP)	- How much?	<ul style="list-style-type: none"> <li>- # of sites with EP</li> <li>- # of classrooms with EP</li> <li>- # of children in classrooms with EP</li> </ul>	- Persimmony Service Data	
		- How well?	- Does not apply		
		- Better off?	- QRIS scores of EP sites vs non EP sites	- Sacramento County QRIS scores	
	- Screening/ Referrals	- How much?	# of children screened by School Districts	- Persimmony Service Data	

**RESULT: INCREASE CHILDREN'S, FAMILIES', AND SCHOOLS' READINESS FOR KINDERGARTEN**

FIRST 5 PROGRAM RESULT INDICATORS	STRATEGY	RBA CATEGORY	METRIC	DATA SOURCE
			<ul style="list-style-type: none"> <li>- Developmental Screening - ASQ</li> <li>- Developmental Screening - ASQ-SE</li> <li>- Hearing Screening</li> <li>- Speech/Language Screening</li> <li>- Vision Screening</li> </ul>	
			<p align="center">Age at Screening</p> <ul style="list-style-type: none"> <li>- % screened who were ages 0-3</li> <li>- % screened who were ages 4-5</li> </ul>	
			<p align="center">Developmental Screening – ASQ and ASQ – SE</p> <ul style="list-style-type: none"> <li>- # / % of children with below cut-off- flagged</li> <li>- # / % of children with close to or at cutoff</li> <li>- #/ % of children with at-above cutoff</li> </ul>	
		- How well?	<p align="center"># / % of children below cutoff (in need) who were referred to services</p> <ul style="list-style-type: none"> <li>- Developmental - ASQ</li> <li>- Developmental - ASQ-SE</li> <li>- Hearing Referral</li> <li>- Speech/Language Referral</li> <li>- Vision Referral</li> </ul>	
		- Better off?	<p align="center">% of children referred to services who accessed those services (Help Me Grow)</p>	
	- Family Engagement	- How much?	<p align="center"># of unduplicated adults served, by service</p> <ul style="list-style-type: none"> <li>- Family Literacy</li> <li>- Parent Education</li> </ul> <p align="center">Average # of hours per person, by service</p> <ul style="list-style-type: none"> <li>- Family Literacy</li> <li>- Parent Education</li> </ul>	- Persimmony Service Data
		- How well?	<p align="center">Number who attend multiple workshops</p>	
		- Better off?	<p align="center">Reading frequency</p> <ul style="list-style-type: none"> <li>- % of parents reading at least five times per</li> </ul>	- Family

**RESULT: INCREASE CHILDREN'S, FAMILIES', AND SCHOOLS' READINESS FOR KINDERGARTEN**

FIRST 5 PROGRAM RESULT INDICATORS	STRATEGY	RBA CATEGORY	METRIC	DATA SOURCE
			week % of parents who are connected and supported - I am confident in my ability to help my child grow and develop. - I know what program to contact in my community when I need help for basic needs (e.g. housing, food, employment). - I know what program to contact in my community when I need advice on how to raise my child.	Information Form
	- Transitional Activities	- How much?	- # of parents served - # of children served	- Persimmony Service Data
		- How well?	- % of parents who participated in transition orientation - % of children who completed at least 56 hours	
		- Better off?	- Increase kindergarten academic readiness	- Kinder Readiness Assessment

**EXHIBIT B to Agreement  
between the  
FIRST 5 SACRAMENTO COMMISSION  
hereinafter referred to as "COMMISSION," and  
NATOMAS UNIFIED SCHOOL DISTRICT,  
hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**1. MAXIMUM PAYMENT TO CONTRACTOR**

- A. The Maximum Total Payment Amount under this Agreement is: **\$941,417**
- B. The Maximum Total Payment Amount shall be paid out on a reimbursement basis. Contractor shall submit invoices on a quarterly basis, by the 15<sup>th</sup> of the following month, for expenses incurred in the prior quarter.
- C. Funds received from the COMMISSION shall be used for to provide services identified in Exhibit A, Scope of Services, of this Agreement. Annual budgets must be reviewed and signed by CONTRACTOR'S Fiscal Officer and approved by COMMISSION staff prior to any payments being issued for this Agreement.
- D. Expenditures shall not exceed the specified amounts identified in the annual budget; to the extent that costs exceed those amounts, they are the responsibility of the CONTRACTOR. If CONTRACTOR fails to use the funding as specified, CONTRACTOR shall be required to return/reimburse the COMMISSION for the amount of the Maximum Total Payment Amount under this Agreement.

**2. BUDGET REVISIONS**

- A. Revisions to approved fiscal year budgets may be made in accordance with the COMMISSION'S budget revision policy.
- B. Invoice payments may not be made unless accompanied by the required budget revision form. Invoices may not be honored if the budget revision is submitted over ninety (90) days after the end of the billing cycle.
- C. Adjusted budgets may be submitted by June 15 for the following fiscal year provided that there is no change in the total amount of the budget or the scope of service. If the adjusted budget is not received by June 15, the budget initially submitted with the contract shall govern.
- D. In the final year of the contract, budget revisions received after June 15 will not be honored and may result in the non-payment of any line item amounts that exceed the budget limits.

**3. ROLL OVER OF UNEXPENDED FUNDS**

The COMMISSION'S roll over policy does not permit roll over of unexpended funds except under a very limited set of circumstances:

- To fund capital projects/assets that were budgeted in one contract year, and because of unforeseen delays in the project, will be purchased in the following contract year.
- To fund encumbrances not invoiced by the end of the fiscal year.

CONTRACTOR may request roll over under these limited circumstances and in accordance with COMMISSION'S fiscal policies. Requests for roll over must be made prior to the expenditure of the funds and prior to the expiration of the agreement.

#### **4. BASIS FOR ADVANCE PAYMENT**

- A. This Agreement allows for advance payment when CONTRACTOR submits a request in writing and request is approved by the COMMISSION'S Director.
- B. If COMMISSION finds that CONTRACTOR requires advance payment in order to perform the service required under this Agreement, Director may authorize a one-time or annual advance in an amount not to exceed 20% of the first twelve (12) months budgeted invoice amounts or the budgeted annual invoice amount, as applicable. All advanced funds shall be offset in equal installments against request for reimbursement claims (invoices) submitted during the first twelve (12) months following the effective date of the Agreement or the term of the Agreement, whichever is less.

#### **6. PURCHASE OF FIXED ASSETS**

Fixed assets are defined as those tangible assets of significant value having a utility which extends beyond the contract term that are broadly classified as land, buildings and improvements, and equipment. Significant value is defined as a cost of \$5,000.00 or more.

COMMISSION funds used for the purchase of the following fixed asset(s) shall be of beneficial public service to the target population of children 0-5 years of age and their families:

Description of fixed assets: NONE

Funding for the purchase of fixed asset(s) described above is structured as a no-interest forgivable loan and subject to the following terms.

- A. The term of the forgivable loan will be 0 years beginning on the execution of this agreement.
- B. 10% of the loan amount will be forgiven each year on the anniversary of the agreement provided that the funded program remains in business, and continues the operation of the program for which the asset was purchased.

- C. Fixed asset shall be used for the purposes described in the agreement, or upon approval of the Commission, for another use that served and/or benefited the target population.
- D. In the event the Contractor, or its successor in interest, prior to the loan being forgiven in full, violates the provisions of this agreement, including significantly reducing or ceasing the operation of the program for which the asset was purchased, then the Contractor shall be required to:
  - 1. Repay the remaining un-forgiven portion of the loan, and;
  - 2. Pay interest on the remaining un-forgiven portion of the loan at a yearly rate of 6%, compounded daily, calculated from the effective date of the contract. The repayment and the interest shall be due within 30 days following Contractor's cessation of the program or the date that the Commission has notified the Contractor in accordance with the provisions of the agreement, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**FIRST 5 SACRAMENTO COMMISSION      NATOMAS UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_ By: \_\_\_\_\_  
JULIE GALLELO      ~~LISA CLAUSSEN~~ Kristen Coates  
Executive Director      Assistant Superintendent ~~Director~~ of School Leadership and Support

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

Contract and Contractor Tax Status Reviewed and Approved by County Counsel:

By:  \_\_\_\_\_ Date: 5-2-16  
Rick Heyer  
Deputy County Counsel