

**FIRST 5 SACRAMENTO COMMISSION**

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Attachments:

Exhibit A Scope of Services

Exhibit B Budget

## **AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2021, 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 for children ages 0-5 to ensure children enter school ready to learn; and

WHEREAS on May 4, 2020, the COMMISSION approved the 2021 Strategic Plan for Fiscal Years 2021-22 through 2023-24, and the Plan included school readiness services; and

WHEREAS on August 3, 2020, the COMMISSION approved the 2021 Implementation Plan and Systems Improvement Plan which designated resources for school readiness services with a funding level of \$9,234,005 over the three-year funding period and approved nine school districts for the provision of school readiness services; and

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

WHEREAS, on February 1, 2021, the COMMISSION approved the School Readiness Program with CONTRACTOR for three years (July 1, 2021 through June 30, 2024). The new Agreement with CONTRACTOR will not exceed \$833,669 and is authorized through Resolution No. FFC-2021-0002; and

WHEREAS, Funding for this contract is contingent upon the availability of COMMISSION resources. The Coronavirus Public Health (COVID-19) Emergency may result in significant reductions in COMMISSION resources. This contract may be terminated or revised if the COMMISSION's Budget is adopted or subsequently adjusted to address the impact of revenue loss related to the Coronavirus emergency; 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, 2021 and shall end on June 30, 2024.

3. **SUPPLANTATION 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

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

Natomas Unified School District

Corrie Buckmaster, Executive  
Director, Office of the Chief  
Academic Officer  
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. Indirect expenditure documentation shall be in compliance with the Office of Management and Budget Cost Principles that can be found on the U.S. Government Publishing Office's website, [www.cfr.gov](http://www.cfr.gov) 2 CFR, Part 200; Subpart E, Cost Principles.
- 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. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.
- C. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COMMISSION.
- D. Notwithstanding Subsection A, CONTRACTOR is authorized to subcontract with:

NONE-Not Applicable.

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. Either party 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 that funds are not available because: 1) Sufficient funds are not appropriated in COMMISSION'S Adopted or Adjusted Budget; 2) the COMMISSION is 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; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COMMISSION as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service 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 expense 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.

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: \_\_\_\_\_  
JULIE GALLELO  
Executive Director

By: \_\_\_\_\_  
CORRIE BUCKMASTER  
Executive Director

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

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

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

By:  \_\_\_\_\_  
Rick Heyer  
Deputy County Counsel

Date: 5-12-21 \_\_\_\_\_

**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  
**# PreK Classes:** 2

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

**Site Location 3** *H. Allen Hight (HAH)*  
**Street Address:** 3200 North Park Drive  
**City and Zip Code:** Sacramento, CA 95835  
**# PreK Classes:** 2

**Site Location 4** *Natomas Park Elementary (NPE)*  
**Street Address:** 4700 Crest Drive  
**City and Zip Code:** Sacramento, CA 95835  
**# PreK Classes:** 2

**Site Location 5** *Two Rivers Elementary (TRE)*  
**Street Address:** 3201 West River Dr.  
**City and Zip Code:** Sacramento, CA 95833  
**# PreK Classes:** 2

**Site Location 6**                      *Witter Ranch Elementary (WRE)*  
**Street Address:**                      3790 Poppy Hilly Way  
**City and Zip Code:**                      Sacramento, CA 95834  
**# PreK Classes:**                      2

**2. PROGRAM DESCRIPTION**

CONTRACTOR is the Natomas Unified School District (NUSD). CONTRACTOR shall use First 5 Sacramento funding to implement a whole-child system of evidence-based strategies and promising practices essential to the success of high-quality school readiness in a comprehensive approach that includes the following components:

- Developmental Playgroups / Group Socialization Opportunities
- Parent / Caregiver Support and Engagement Activities
- Transition Activities
- Early Literacy Supports
- Comprehensive Health and Developmental Screenings and Early Intervention Referrals
- Planning and Systems Integration

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. Services will target families that include children with Child Protective Services involvement, disabilities/special needs, children who are dual language learners, migrant families, immigrant and refugee families, families living in poverty, and other under-served populations. If space and funding allows, program elements may be provided to families with factors stated above who reside outside of the catchment areas.

**4. PROGRAM QUALITY REQUIREMENTS**

A. Follow Raising Quality Together/Quality Counts California best practice guidelines.

B. Use curricula and activities that are developmentally and linguistically appropriate, culturally responsive, and, when targeted at children, aligned with California’s Learning Foundations and Frameworks.

- C. Programming will encourage parent/caregiver involvement and advocacy in the education of their child and the quality of the early learning/care environment, promote the home-school connection, and promote parent-to-parent connections, all of which is shown to increase children’s school readiness.
- D. In program planning, use current data that describe the achievement gaps in the district, disaggregated by ethnicity, language, and/or other demographics related to the early learning opportunity gap.
- E. Promote culturally responsive partnerships with families to cultivate parent leadership and to create programs that respond to the needs and priorities of families served, all of which is shown to help close the “opportunity gap” for children entering school

**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:
  - 1. Affordable and Accessible – children (0-5) have the opportunities and resources to grow up healthy and happy.
  - 2. Culturally Responsive– embrace diversity and respond in culturally appropriate ways.
  - 3. Community-Driven – Community members have an opportunity to be actively involved in decision making and planning for their children’s lives.
  - 4. 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.

**6. SUBCONTRACTORS**

The following 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 specific activities/services that the subcontractor will provide. Contractor shall monitor and reimburse subcontractor for expenses incurred under MOU.

Subcontractors will include:

- None

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

7. **COLLABORATING PARTNERS**

Collaborating partners will not receive funding under this agreement for their support or contributions to this program. Collaborating partners include:

- Sacramento County Office of Education (SCOE)
- Birth and Beyond Family Resource Centers
- Center for Oral Health

8. **REQUIRED COMMISSION COLLABORATIONS**

As noted in the Request for Proposals (RFPs) and Request for Applications (RFAs), the following are community collaborative efforts and issues that the COMMISSION requires funded programs to actively participate in. They are:

- A. **Help Me Grow (HMG)** - HMG is a centralized information and referral system that connects children ages 0-5 to developmental/behavioral assessments in order to identify issues as early as possible. CONTRACTOR shall refer to HMG when applicable and report the number of referrals made.
- B. **Adverse Childhood Experiences (ACEs)** – ACEs and toxic stress represent a public health crisis. The COMMISSION recognizes the effect of trauma on child outcomes and the need to be responsive at all levels of service provision, including actively promoting Positive Childhood Experiences (PCEs) to mitigate the impact of ACEs. The COMMISSION encourages funded organizations to work towards becoming trauma informed, and requires a key staff person, with decision-making abilities for the organization, to participate in discussions and/or meetings with the COMMISSION on this issue and initiate steps at their organization. In addition, CONTRACTOR shall provide opportunities for all staff to attend COMMISSION sponsored ACEs training.
- C. **Home Visiting Coordination Collaborative (HVCC)** – The HVCC is a collaborative convened by the COMMISSION to bring agencies together to develop a plan for improved navigation of referrals, and improved access to and utilization of the myriad of critical services available in Sacramento County by families with young children. Through partnerships and planning, the HVCC aims to create a coordinated, unified, and streamlined system to support families with home visiting and support services to best meet their needs. A key staff person, with decision-making abilities for the organization, will be required to regularly attend the HVCC meetings.

D. **Racial Equity, Diversity and Inclusion (REDI)** – Systems play a significant role in the contribution and the perpetuation of negative predictable outcomes for communities of color. The COMMISSION is dedicated to building a more equitable community and making sure that all children and families are supported and have the resources they need to be happy, healthy and successful. As a result, the COMMISSION has approved a resolution on racial equity and social justice, with a desire for a shared framework for equity with our funded partners. Funded partners will be required to participate in open conversation and related activities, (such as but not limited to: trainings, messaging, quantitative and qualitative tracking/data collection, or working on policies and systems change) that will be determined collectively over time. A key staff person, with decision-making abilities for the organization, will be required to participate in discussions with the COMMISSION on this issue and initiate steps at their organization.

**9. ENHANCED RESOURCE AND REFERRAL**

- A. CONTRACTOR shall work with the COMMISSION to train all frontline staff to support the use of a technology platform (to be determined) for streamlined, coordinated and closed loop referrals to support families.
- B. CONTRACTOR shall cross-train all frontline staff and outreach workers to assess client needs and provide targeted referrals, including but not limited to dental/medical/mental health, breastfeeding support services, Safe Sleep Baby, Help Me Grow, home visiting, and childcare.
- C. CONTRACTOR shall follow the formal home visiting referral process approved by the Home Visiting Coordination Collaborative (HVCC) to provide families with targeted referrals to best meet their needs, including home visiting programs for special populations when applicable.
- D. CONTRACTOR shall track all referrals made by number and type and include this information in reports submitted to COMMISSION as noted in Sections 10 and 11. EVALUATION PLAN AND ACTIVITIES and REPORTING/MEETING REQUIREMENTS.

**10. EVALUATION PLAN AND ACTIVITIES**

- A. CONTRACTOR shall be required to develop the Program’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 program into a data collection system as required by the COMMISSION. As Exhibit A to

required, CONTRACTOR shall collect and submit Client Level Data for participants in CONTRACTOR programs.

- C. CONTRACTOR shall utilize evaluation questionnaires or 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.

## 11. **REPORTING/MEETING REQUIREMENTS**

- A. 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.
- B. CONTRACTOR shall submit reports related to data collection and evaluation in the form and frequency required by the Commission.
- C. 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 program funded by the COMMISSION.

## 12. **SUSTAINABILITY**

The COMMISSION will be facing funding reductions in the 2021 and 2024 Strategic Plans and beyond. The COMMISSION 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 2021 three-year strategic plan period, CONTRACTOR will be able to absorb the anticipated 15% 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 and minimum achievements in sustainability efforts shall include:
  - 1. Dedicate a key agency contact to manage, facilitate the development and implementation of sustainability efforts.

2. Update the agency’s written sustainability plan in year one of the contract to address the anticipated reduction in funding.
3. Attend COMMISSION sponsored technical assistance, trainings, meetings, and events, and participate in capacity building work for sustainability as required.
4. Submit sustainability reports as requested by 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, as soon as practicably possible, fill positions when there are vacancies or extended leaves of absence to maintain staff to client ratio and to meet contract service goals. CONTRACTOR shall inform COMMISSION when there are any vacant positions and if there are difficulties filling the vacancies so that a potential plan can be discussed.

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
Coordinator .63 FTE	Oversee program, perform administrative duties of budgeting, staff supervision, program monitoring, staff and program development and responsible for upholding District policies. Ensure First 5 program activities are planned, implemented and milestones are met. Participate in First 5 required meetings and activities, support and supervise staff directly, monitor program quality, work with staff to provide support for students, oversee parent engagement, provide or refer for student social emotional support. Provide parent and family outreach and support activities, coordinate Home Visits, provide referrals to Health, Welfare and other community resources, supervises playgroups, and oversee the Parent Teacher Resource Room.
Office Specialist III 1.0 FTE	Support School Readiness Program through record keeping, provide parent information and referral to ECE providers, create and maintain rosters for workshops and playgroups, support Director with data collection and input, organization for First 5 reporting and program analysis.
Child Development Assistant 0.875 FTE	Coordinate, maintain records, facilitate outreach, plan developmentally appropriate lessons and activities and hold playgroups.

Translator (Hourly)	Translate as needed for families attending workshops, playgroups or other Natomas School Readiness program activities.
Kinder Transition Camp Teachers 2 @ 5 hrs, 22 days	Teach and support learning during a 4 week Transitional Kindergarten/Kindergarten Transition Summer Camp, utilize routines, activities and lessons to make transition to Kindergarten smoother for incoming Kindergarten students and their families.
Kinder Transition Camp CDA's 4@ 4.5 hrs, 21 days	Support learning during a 4 week Kindergarten Transition Summer Camp utilizing routines, activities, and lessons to make transition to Kindergarten smoother for incoming Kindergarten students and their families.
Substitutes	Provide staff coverage in case of a staff absence
Summer Office Specialist, 90 hrs for Summer Programs	Support Kindergarten Readiness Camp through record keeping, communicate with families regarding enrollment, create and maintain rosters for program, support Coordinator with data collection and input, organization for First 5 reporting and program analysis.
Child Care Assistant (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.

#### 14. **DESCRIPTION OF MINIMUM SERVICES**

The COVID-19 pandemic has impacted families, organizations, and the way in which they can interact with each other. Some of the milestones and activities listed below may normally require a high level of interaction between families and the CONTRACTOR. Due to important health and safety concerns, in-person contact may need to be limited or augmented during the term of this contract to reduce the spread of COVID-19. In light of this, some activities such as home visits, classes, workshops, meetings and conferences may occur in person, virtually, or via phone. As the pandemic shifts, the COMMISSION and CONTRACTOR will remain nimble and work together to adjust service provision as needed.

CONTRACTOR shall:

- follow the County's public health orders and guidelines to keep staff and participants healthy and safe;
- be flexible and creative using alternative meeting methods when necessary to meet the goals and deliverables of this contract;

- maintain model fidelity as it pertains to curriculum, content, and dosage of services;
- communicate concerns and ideas with Commission staff around the appropriate service delivery format;
- if needed develop a COVID-19 service plan, to be reviewed and approved by Commission staff, for service delivery that may include alternate or virtual methods of contact with clients during the pandemic;
  - communicate the COVID-19 service plan (and any updates to the plan) to staff, provide training and relevant health and safety supplies as needed; and
  - revisit the COVID-19 service plan at least every 6 months, augment as needed, and submit to Commission staff for approval.

CONTRACTOR shall accomplish the following minimum services:

**A. DEVELOPMENTAL PLAYGROUPS**

Provide structured Developmental Playgroups for children ages 0-3 and their caregivers, prioritizing enrollment for children ages 0 – 3 years living in low-income families who are not otherwise enrolled in public infant/toddler programs and services; up to 20% of playgroups may be targeted at 3- to 5-year-olds and their caregivers for children not enrolled in preschool. At minimum playgroups will:

- Operate a minimum of twice a week for one and a half hours per day throughout the school year for in-person meetings; a minimum of twice a week for 30 minutes for virtual meetings;
- Provide curriculum that is developmentally and linguistically appropriate, culturally responsive, is aligned with California Department of Education Infant/Toddler Learning and Development Foundations to promote optimal growth in all developmental domains, is facilitated in multiple modalities (songs, movement, props, objects for interaction with during free play), and includes take-home linkages;
- Be located in sites that are easily accessible by families such as schools, churches, community centers, apartment complexes, etc. (or online), hosted in rooms designated for infant and toddler use with room set-up guided by the Infant Toddler Environmental Rating Scale (ITERS);
- Use ASQ and ASQ-SE screening and feedback as part of playgroup curriculum;
- Ensure that evidence that the program values children’s home language and culture can be found throughout the environment (books, materials, songs, stories that are reflective of the children’s linguistic and cultural backgrounds, etc.);

- Involve families/caregivers as active participants with their children and educate them about the importance of play in child development and the critical role they play in supporting school success;
- Participate in playgroup leader community of practice administered by the Sacramento County office of Education (SCOE) as part of Raising Quality Together (RQT); and
- Playgroup leader should hold a Child Development Permit or other teaching credential issued by the California Commission on Teacher Credentialing; **or**, If the leader does not meet this requirement, the CONTRACTOR will ensure that they receive professional development and submit an annual plan by each August 31 documenting efforts to meet this requirement.

1. Each year, CONTRACTOR to provide developmental playgroups to 80 unduplicated children at the following sites:

<b>Developmental Playgroup Locations</b>	<b>Schedule</b>	<b># of Sessions &amp; weeks</b>	<b>Annual Number of Children Served</b>
American Lakes School	1.5 hrs, 3x/ week	4 sessions annually, 6 weeks per session	32 0- to 2-year-olds
Natomas Park Elementary	1.5 hrs, 2x/ week	4 sessions annually, 6 weeks per session	32 2- to 3-year-olds
Witter Ranch Elementary	45 mins, 2x/ week	4 sessions annually, 6 weeks per session	16 4- to 5-year-olds

**B. FAMILY / CAREGIVER SUPPORT AND ENGAGEMENT ACTIVITIES**

CONTRACTOR will provide parent/caregiver virtual and/or in-person programs, classes, workshops, gatherings, and materials that promote development. Family Support and Engagement includes, but is not limited to:

- implementing a Strengthening Families approach, or a similar best practice model, to engage families and build on the Five Protective Factors (knowledge of parenting and child development; social connections; knowledge of community resources [including promotion of home-school connection]; how to support children’s social-emotional development; and access to concrete supports in times of need);

- providing parent/caregiver education, classes, and information and resources;
- utilizing experienced adult educators with expertise in mental health, child development, social work or the like OR who are trained in a best-practice modality that they are delivering;
- encouraging parent/caregiver involvement and advocacy in the education of their child and the quality of the early learning/care environment;
- promoting the home-school connection and parent-to-parent connections, which are shown to increase children’s school readiness; and
- providing information and resources to families that are developmentally and linguistically appropriate and culturally responsive.

1. Each year CONTRACTOR to provide specific activities as follows: Provide Family/Caregiver Support and Engagement activities to 100 unduplicated adult caregivers per year.

<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 of Adult Caregivers Engaged</b>
<b>Ready Rosie:</b> Research and evidence- based family engagement and early learning resource. Provides video modeling of developmentally appropriate activities towards strengthening families.	All	Ongoing delivered virtually; target of 500 videos watched annually	100 parents

**C. TRANSITION ACTIVITIES**

First 5 funded SR programs provide transition support for children ages 0-5 as they move between programs: Infants and Toddlers/ Developmental Playgroups/ Preschool/ Transitional Kindergarten (TK) or Kindergarten. Can include parent workshops, kindergarten orientation, assistance with kindergarten registration or registration events, classroom tours, Kindergarten-themed books, and Kindergarten readiness summer camps.

- Provide support for children and families as they enter the program and as they move through each step of the early learning and development continuum into kindergarten;
- Provide opportunities for families/children to visit a kindergarten classroom at the end of the school year to learn about the school, schedules, curriculum, and classroom expectations.
- Provide Kindergarten readiness summer camps prioritizing children without previous preschool. Limit class size to 24 children with a staff/child ratio of 3:24. Curricula must be developmentally and linguistically appropriate, culturally responsive, and focused on child social-emotional development and executive functioning. Parent programs may be offered contiguously, focused on supporting children’s early learning and including hands-on, take-home parent-child activities.

1. CONTRACTOR to provide specific activities as follows:

- a. Orientation sessions, transition and articulation activities will be provided each year to 150 families of children entering 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.
- b. First 5 funded School Readiness schools/districts will engage with SCOE/RQT on their Transition Summit and related activities.
- c. Kindergarten readiness summer camps will serve 48 children.

<b>Transition Activity for Early Childhood Transitions</b>	<b>Frequency of Activity</b>	<b>Annual Unduplicated Number Serviced</b>
<b>Summer Kindergarten Readiness Camp:</b> Provide 4-week camp prioritizing children with no preschool experience	3 hrs/day for 4 weeks, total of 60 hours	48 children in 2 classes
<b>K classroom visits:</b> For parents/caregivers of children enrolled in summer camp.	Once a year, 15-20 minutes	150 children
<b>K enrollment information:</b> Packet of information with automatic enrollment	Once a year	150 parents

information and requirements for Kindergarten.		
<b>K themed book distribution:</b> Children aging out of preschool will receive a book about Kindergarten	Once a year	275 children

**D. EARLY LITERACY SUPPORTS**

First 5 funded SR programs promote young children’s literacy development and parent and caregiver ability to promote it at home through such activities as book lending programs, family literacy events and activities, and hands-on workshops for parents on supporting early literacy.

- Provide family literacy programs that promote literacy and language development by using evidence-based and promising practices to engage parents in efforts to increase the frequency of reading, quality of reading interactions, as well as the number of books available to children at home (for example, Junior Amazing Reader, Ready Rosie);
- May purchase classroom literacy materials and other supports: books, parent materials on early literacy, evidence-based classroom curriculum (for example, GLAD: Guided Language Acquisition Design); newly purchased books will feature children and families of color as central characters to the extent possible;
- May provide professional development for teachers and staff around early literacy: training, travel, etc.

1. CONTRACTOR to provide specific activities as follows:

- a) Create and provide a book-lending program for preschool and playgroup children.
- b) Host literacy workshops for parents/caregivers in conjunction with the Sacramento Public Library.
- c) Provide books to preschool students throughout the school year.
  - At the beginning of the school year as a welcome to school gift.
  - In December before winter break.
  - End of year- kindergarten themed

Early Literacy Activity	Frequency of Activity	Annual Unduplicated Number Serviced
<b>Book Lending Library:</b> 2-6 books are in given to children in a back pack. They are able to trade in their back packs each week for a new set of books.	Ongoing	250 children in preschool and playgroup
<b>Literacy Workshops:</b> In partnership with the Library, will host interactive family events focused on engaging parents/caregivers on the critical importance of reading aloud with children.	2x year at 6 preschool sites, 1.0hr	150 parents/caregivers
<b>Book Give-Aways:</b> Provide a book to each student three times each year to build home libraries.	3x year	250 children

E. COMPREHENSIVE SCREENING AND EARLY INTERVENTION

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

- Services may be provided to any child ages 0-5 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, coordinated by a multi-disciplinary team.
- 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:

<b>Screening Type</b>	<b>Screenings Directly Funded by First 5</b>	<b>Coordination and follow-up funded by First 5</b>	<b>Total Annual Number of Screenings</b>
ASQ	210		210
ASQ-SE	210		210
Speech/language		100	100
Hearing		210	210
Vision		210	210
Dental		210 (Center for Oral Health)	210
<b>Total</b>	<b>420</b>	<b>730</b>	<b>1,150</b>

- a. Provide 210 children in playgroup and preschool programs ages 0-5 with developmental screenings using the Ages and Stages Questionnaires (ASQ and ASQ: SE) screening tool; regularly convene a multi-disciplinary team to manage cases of children with flagged screens needing follow-up; refer children, as appropriate, to Help Me Grow for additional screenings and resources; refer to screening protocol flow chart for processes (Attachment 1).

## **F. PLANNING AND SYSTEMS INTEGRATION**

First 5 funded SR programs gather parent/caregiver feedback on their early learning programs from Parent/Caregiver Advisory Groups and surveys; hold articulation meetings for staff across levels (Preschool/TK/K) and across systems (Special Education/ Playgroup/ Preschool/ K-12); engage in data-informed program planning; work to integrate early learning into district planning and vision; advocate for the importance of early learning.

- Convene at least one parent/caregiver advisory group that meets at least quarterly to help plan and evaluate programming; may be targeted to culturally or linguistically specific groups.
- Regularly evaluate programming through parent surveys and/or focus groups.
- Strengthen articulation, communication, and resource sharing among 0-3 programs, preschool, and kindergarten as well as strengthen 0-8 alignment in the district; form linkages to community programs for families and community child care providers so they are informed of early learning programming at the district.

- Promote the status and importance of early learning within the district and the community through presentations, engagement of key personnel, communication of outcomes, and the like.
- In program planning, use current data that describe the achievement gaps in the district, disaggregated by ethnicity, language, and/or other demographics related to the early learning opportunity gap.
- Choose model programs that are well researched and applicable to the demographics in the district.
- Choose model programs that include parent involvement, community involvement, and transition planning to ensure K-12 continuity.

2. CONTRACTOR to provide specific activities as follows:

- a. Survey all preschool parents with a satisfaction survey annually; survey playgroup parents at the end of each session; use data to monitor program quality.
- b. Convene a parent advisory committee quarterly to help plan and evaluate programs.
- c. School Readiness Coordinator to provide program updates to school board, principals, site council, and superintendent; will represent early learning at district staff meetings.
- d. Hold preschool/Kindergarten teacher articulation meetings at each SR program school site.

<b>Planning and Systems Integration Activity</b>	<b>Frequency of Activity</b>	<b>Target #s parents/staff/community</b>
<b>Parent Surveys:</b> Collect annual surveys from preschool parents, end-of-session surveys from playgroup parents.	Once or four times a year	250 parents
<b>Parent Advisory Committee:</b> The Advisory committee will meet quarterly during the school year to share input on programs, evaluation, and resources.	4 times per year	6 parent committee members
<b>Program Updates:</b> Provide updates on early learning and school readiness to key stakeholders, including the school board.	5-8 times per year	
<b>Preschool/Kindergarten Teacher Articulation Meeting:</b> Teachers articulate, share best practices, and plan transition activities.	1 time a year at each site	12-20 staff

**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>• Number of children receiving developmental screens and percentage of those children who are subsequently linked to services</li> <li>• Percentage of children who are developmentally on track</li> <li>• Percent of children who are read to at least five days per week</li> <li>• Percentage of parents reporting</li> </ul>	- Overall	- How much?	<b>Enhanced Referrals</b> <ul style="list-style-type: none"> <li>- Medical Home/Pediatrician</li> <li>- Mental Health</li> <li>- Dental Home</li> <li>- Health Insurance (medical and dental)</li> <li>- Help Me Grow</li> <li>- Crisis Nursery</li> <li>- Safe Sleep Baby information/referral</li> <li>- Breastfeeding support</li> <li>- Prenatal Support/Pregnancy Peer Advocates</li> <li>- Childcare</li> <li>- Community Incubator Leads/Cultural Brokers</li> <li>- Family Resource Centers</li> </ul>	<ul style="list-style-type: none"> <li>- SCOE Report</li> <li>- Persimmony Referral Portal</li> <li>- Unite Us</li> </ul>
		- How well?	- NA	
		- Better off?	<b>Enhanced Referrals</b> % referrals that were closed-loop (client received referred services)	

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

FIRST 5 PROGRAM RESULT INDICATORS	STRATEGY	RBA CATEGORY	METRIC	DATA SOURCE
<p>increased knowledge of child development and increased confidence in their ability to promote it</p> <ul style="list-style-type: none"> <li>Percentage of parents reporting increased knowledge of community resources</li> <li>Percentage of children who participate in a kindergarten transition camp who show increased school readiness skills</li> <li>Number of articulation meetings held</li> </ul>	<p>- Playgroup</p>	<p>- How much?</p>	<p><b>Numbers served</b></p> <ul style="list-style-type: none"> <li>Children (ages 0-3)</li> <li>Children (ages 3-5)</li> <li>Parent/Caregiver</li> </ul>	<p>- Persimmony Service Data</p>
		<p>- How well?</p>	<p><b>Attendance</b></p> <ul style="list-style-type: none"> <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>	<p>- Persimmony Service Data</p> <p>- Post-Playgroup Family Information Form</p>
			<p><b>Screenings</b></p> <ul style="list-style-type: none"> <li># of children who received an ASQ developmental screening</li> <li># of children who received an ASQ-SE developmental screening</li> <li># of children with at least one flagged ASQ domain</li> <li># of children with at least one "monitoring zone" ASQ domain, but no flagged</li> <li># of children with at least one flagged ASQ-SE domain</li> <li># of children with at least one "monitoring zone" ASQ-SE domain, but no flagged</li> </ul>	

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

FIRST 5 PROGRAM RESULT INDICATORS	STRATEGY	RBA CATEGORY	METRIC	DATA SOURCE
and number of attendees			<ul style="list-style-type: none"> <li>- # of children who received a referral to HMG</li> <li>- # of children who received an internal referral</li> </ul> <p>Playgroup FIF (post only)</p> <ul style="list-style-type: none"> <li>- The playgroup leader was knowledgeable</li> <li>- My child enjoys attending playgroups</li> <li>- Playgroups gave me new ideas of activities to do with my child</li> <li>- My language and/or culture was respected at the playgroup</li> <li>- I would recommend this playgroup</li> </ul>	
		- Better off?	<p>Parent Interaction Increases with Child</p> <ul style="list-style-type: none"> <li>- How often read, sang with child</li> <li>- How often took child out in the community</li> <li>- I have used activities from the playgroup at home with my child</li> </ul> <p>Protective Factors</p> <ul style="list-style-type: none"> <li>- I have a better understanding of my child's development because of attending playgroup sessions</li> </ul>	- Playgroup Family Information Form (FIF)

**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>- Parent/ Caregiver Support &amp; Engagement</li> </ul>	<ul style="list-style-type: none"> <li>- How much?</li> <li>- How well?</li> </ul>	<ul style="list-style-type: none"> <li>- I got together (or plan to) with another family that I met in playgroup</li> <li>- I know what program to contact in my community when I need help for basic needs (e.g., housing, food, employment).</li> <li>- I know what program to contact in my community when I need advice on how to raise my child.</li> </ul> <p>Number of unduplicated adults served, by service</p> <ul style="list-style-type: none"> <li>- Text-Based Parenting Education (Ready Rossie, Ready4K)</li> </ul> <p># of Parenting Education Workshops Offered</p> <p>Average # of hours per person, per service</p> <ul style="list-style-type: none"> <li>- Text-Based Parenting Education                             <ul style="list-style-type: none"> <li>- Average # of views per parent who participated in the Text-Based Parenting Education</li> </ul> </li> <li>- Parent knowledge and Experience Survey                             <ul style="list-style-type: none"> <li>- I felt that the class leader was knowledgeable</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> <li>- Persimmony Service Data</li> <li>- District Report</li> </ul>

**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>- Better off?</li> </ul>	<ul style="list-style-type: none"> <li>- The information provided was useful to me</li> <li>- I learned something that I did not know</li> <li>- I will make a change at home based on what I learned</li> </ul>	<ul style="list-style-type: none"> <li>- Parent/ Caregiver Support &amp; Engagement FIF</li> </ul>
	<ul style="list-style-type: none"> <li>- Transition to Kindergarten</li> </ul>	<ul style="list-style-type: none"> <li>- How much?</li> </ul>	Kindergarten Transition Orientation Activities	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> </ul>
			<ul style="list-style-type: none"> <li>- # unduplicated families served</li> </ul>	
		Transition Summer Camp		
		<ul style="list-style-type: none"> <li>- # children served</li> </ul>		
	<ul style="list-style-type: none"> <li>- How well?</li> </ul>	Kindergarten Transition Orientation Activities	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> </ul>	
	<ul style="list-style-type: none"> <li>- # families who participated in at least 3 activities</li> </ul>			
<ul style="list-style-type: none"> <li>- Average # of activities attended by families</li> </ul>				
Transition Summer Camp				
<ul style="list-style-type: none"> <li>- % children who completed at least 56 hours</li> </ul>				
<ul style="list-style-type: none"> <li>- Better off?</li> </ul>	Kindergarten Transition Orientation Activities	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> </ul>		

**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>- Parent's level of anxiety about their child entering kindergarten</li> <li>- Child's level of anxiety about entering kindergarten</li> <li>- I feel like my child is/was ready for kindergarten (y/n)</li> <li>- I understand what the kindergarten day will be like</li> </ul> <p style="background-color: #f4a460; margin: 0;">Transition Summer Camp</p> <ul style="list-style-type: none"> <li>- % of students whose skills increased from pre to post-test in kinder academics (1-5)</li> <li>- % of students whose skills increased from pre to post-test in self-regulation (6-9)</li> <li>- % of students whose skills increased from pre to post-test in social expression (10)</li> </ul>	<ul style="list-style-type: none"> <li>- Transition FIF</li> <li>- Summer Camp Pre/Post Student Evaluations</li> </ul>
	<ul style="list-style-type: none"> <li>- Early Literacy Supports</li> </ul>	<ul style="list-style-type: none"> <li>- How much?</li> <li>- How well?</li> </ul>	<p style="background-color: #f4a460; margin: 0;">Parent/Family Workshops/Classes/ Storytime/ Events</p> <ul style="list-style-type: none"> <li>- # unduplicated parents served</li> <li>- # parent workshops offered</li> </ul> <p style="background-color: #f4a460; margin: 0;">Book Lending Programs</p> <ul style="list-style-type: none"> <li>- # unduplicated children served</li> </ul> <p style="background-color: #f4a460; margin: 0;">Average # hours participated per parent/ caregiver</p>	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> <li>- Persimmony Service Data</li> </ul>

**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>- Better off?</li> </ul>	<ul style="list-style-type: none"> <li>% of parents reading at least 5 times per week</li> </ul>	<ul style="list-style-type: none"> <li>- FIF</li> </ul>
	<ul style="list-style-type: none"> <li>- Screening/ Referrals</li> </ul>	<ul style="list-style-type: none"> <li>- How much?</li> </ul>	<ul style="list-style-type: none"> <li>ASQ developmental screening                             <ul style="list-style-type: none"> <li>- # / % of children ages 0-3 who were screened</li> <li>- # / % of children ages 4-5 who were screened</li> </ul> </li> <li>ASQ developmental screening outcomes                             <ul style="list-style-type: none"> <li>- # / % of children flagged on at least one domain</li> <li>- # / % of children at cutoff (monitoring zone) on at least one domain (and no flagged domains)</li> <li>- # / % of children with above cutoff on all domains</li> <li>- # / % of children referred to Help Me Grow</li> </ul> </li> <li>ASQ-SE socio-emotional development screenings                             <ul style="list-style-type: none"> <li>- # / % of children ages 0-3 who were screened</li> <li>- # / % of children ages 4-5 who were screened</li> </ul> </li> <li>ASQ-SE socio-emotional development screening outcomes</li> </ul>	<ul style="list-style-type: none"> <li>- Persimmony Service Data</li> </ul>

**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>- # / % of children with above cut-off- flagged</li> <li>- # / % of children with close to or at cutoff</li> <li>- #/% of children referred to Help Me Grow</li> </ul>	
		- How well?	<ul style="list-style-type: none"> <li>Vision screenings</li> <li>- #/% of children screened</li> <li>Hearing screenings</li> <li>- #/% of children screened</li> <li>Speech and Language screenings</li> <li>- #/% of children screened</li> </ul>	- Persimmony Service Data
		- Better off?	N/A	-
	- Planning and Systems Integration	- How much?	<ul style="list-style-type: none"> <li>- # Parent Advisory Meetings</li> <li>- # articulation meetings between preschool teachers and K-12 teachers</li> </ul>	- District report

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

FIRST 5 PROGRAM RESULT INDICATORS	STRATEGY	RBA CATEGORY	METRIC	DATA SOURCE
			% parents completing program survey	
		- How well?	<p data-bbox="1094 477 1692 526">Parent Advisory Meetings</p> <ul data-bbox="1094 531 1692 837" style="list-style-type: none"> <li>- # parents participating (attendance)</li> <li>- These meetings are a good use of my time</li> <li>- I felt listened to during the meetings</li> <li>- Actions were taken based on parent input</li> </ul>	<ul data-bbox="1698 477 1984 837" style="list-style-type: none"> <li>- Persimmony Service Data</li> <li>- Parent Advisory Committee FIF</li> </ul>
		- Better off?	<p data-bbox="1094 842 1692 924">% districts with Early Learning included in their LCAP</p> <p data-bbox="1094 928 1692 961">Parent Advisory Meetings</p> <ul data-bbox="1094 966 1692 1070" style="list-style-type: none"> <li>- Actions were taken based on parent input</li> </ul>	<ul data-bbox="1698 842 1984 1070" style="list-style-type: none"> <li>- District report</li> <li>- Parent Advisory Committee FIF</li> </ul>

## **First 5 Sacramento Developmental Screening Protocols for School Readiness Programs**

By universally screening children for potential developmental delays, we identify delays earlier which allows for earlier interventions when appropriate; because of the plasticity of young children's developing brains, early intervention usually leads to better outcomes, sometimes erasing the developmental delay all together. Even the most attuned, experienced early childhood teacher can miss signs of developmental delays; universal screening has been shown to identify more children in need of additional supports than does teacher observation.

For the above reasons, we ask that all of our contractors offer universal screening. The evaluation of screening processes completed by ASR in the Spring of 2020 outlined best practices based on interviews with current school readiness coordinators as follows:

- **Establish and utilize Multi-Disciplinary Teams (MDTs):** An on-site MDT creates a system of coordination to help triage, refer, and follow-up with students with developmental needs across district departments, and respond to families in a timely way. While resources and infrastructure vary by district, MDTs can be developed with available district staff to help maximize efficiency and accuracy of developmental screening procedures by employing a 2-step screening and rescreening process (see flow chart on page 4).
- **Standardize opportunities to explain the developmental screening process, forms, and results:** It is important to explain the reason for conducting developmental screenings to parents **before** they complete the questionnaire. Providing opportunities for parents to complete screenings in-person will allow for questions to be answered and will likely improve response rates. Additionally, it is important to meet with parents whose children received "flagged" or "monitoring zone" results.
  - In meetings about flagged results, discussion about potential referrals to services should occur. Even if it is determined that referrals are not necessary, it is important to meet with the child's parents and provide explanation of the screening process and results.
  - In meetings about monitoring zone results, resources should be provided that parents can use to particularly target the developmental domain of interest.

- If the child did not have any domains of concern, emailing the results to the parent is necessary. This will validate the time that the parent took in completing the screening and will offer opportunities for further discussion about their child's developmental milestones.

Implementing these processes beyond simply including the forms in enrollment or orientation packets will improve upon the accuracy and return rate of forms, parental understanding of the developmental screening process and results, and greater likelihood of parent follow-up on referrals.

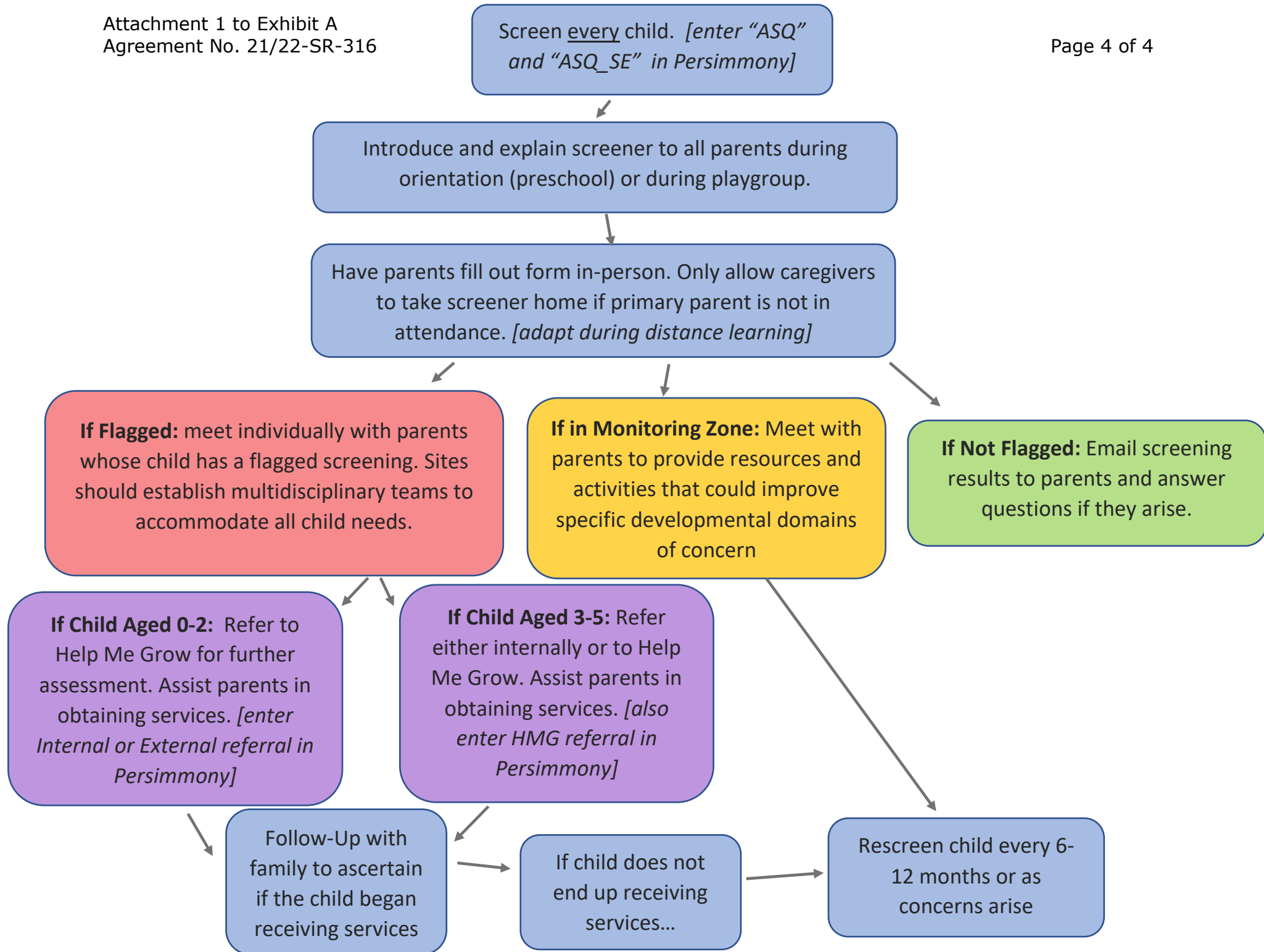
- **Rescreening:** Rescreening in 6-12 months should take place for any child that scored in the "monitoring zone" and any child who was "flagged" but did not receive services, either because they did not qualify or because of parental preference. A child who did not have any concerns in the initial developmental screening does not need to be re-assessed within the school year, unless there is reason to suspect an issue (teacher or parental request); however, best practice and ASQ guidelines suggest screening all children at least annually, so continuing to screen all children at the beginning of the school year is recommended.
- **Record the time of the referral, as well and when the referral is followed up.** Developing this practice will ensure that you develop systems to track that all students receive timely referrals and have followed up on those referrals to receive timely assistance.

The flow chart on the following page outlines the steps to be taken in universally screening children.

#### EXAMPLES

A 2-year-old child is screened with the ASQ-3 which indicates that the child is flagged in fine motor skills. The MDT decides they do not have internal resources to assess the child further and a meeting is scheduled with the parent to refer the child to HMG; the call to HMG can be made right from the meeting and/or the teacher follows up with the family to ascertain that they made the connection to HMG successfully. School Readiness personnel will enter the screening in Persimmony as "ASQ" along with an entry for "Developmental Concerns Referral – External" **and** an entry for "HMG Referral".

A 4-year-old child is screened with the ASQ-SE which indicates that the child is in the monitoring zone. The MDT meets to decide on a plan of action and the teacher schedules a meeting with the parent. The parent is given guidance in supporting the child's development and classroom supports are put in place. The child is scheduled to be rescreened in 6 months. School Readiness personnel will enter the original screening in Persimmony as "ASQ-SE" along with an entry for "Social/Emotional/Behavioral Concerns Referral – Internal". The follow-up screening will also be entered as well as any referrals that result.



**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:  
**\$833,669**
- 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.

### **5. 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.