

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY OFFICE OF EDUCATION**

This Agreement is entered into this 25<sup>th</sup> day of February, 2025 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Office of Education, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of increasing the number of credentialed early childhood educators in San Mateo County.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C – Performance Measures and Reporting

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$530,062 unless the County exercises its option provided in Section 4 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed: \$749,200 if extended for July 1, 2027 to June 30, 2028, and \$968,338 if extended for July 1, 2028 to June 30, 2029. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from February 25, 2025, through June 30, 2027. The County may, in its sole discretion, exercise an option to extend the term for up to two (2) additional one-year terms (from (i) July 1, 2027 to June 30, 2028 and (ii) from July 1, 2028 to June 30, 2029) under the same terms and conditions set forth in this Agreement. The County may exercise its option by providing written notice to Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable.

**5. Termination**

This Agreement may be terminated by Contractor or Mike Callagy or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of

Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to

execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Justin Mates, Deputy County Executive  
Address: 500 County Center, 5<sup>th</sup> Floor, Redwood City, 94063  
Telephone: (650) 363-4136  
Email: [jmates@smcgov.org](mailto:jmates@smcgov.org)

In the case of Contractor, to:

Name/Title: Kevin Bultema/Deputy Superintendent, Business Services  
Address: San Mateo County Office of Education, 101 Twin Dolphin Drive  
Redwood City, CA 94065  
Telephone: (650) 802-5511  
Email: [kbultema@smcoe.org](mailto:kbultema@smcoe.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

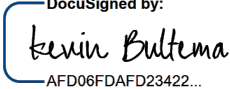
Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Office of Education

 AFD06FDAFD23422...	2/11/2025	Kevin Bultema
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### **Exhibit A - Services**

In consideration of the payments set forth in Exhibit B, Contractor (also referred to as SMCOE in this scope of work) shall provide the following services.

The services outlined in this Agreement represent one component of a three-pronged Early Childhood Education (ECE) program approved by the Board of Supervisors on February 25, 2025.

SMCOE's ECE Career Pathways Program is designed to build upon successful practices identified during its pilot years, such as direct navigation support within the permit system, and sharing higher education resources with current and aspiring early childhood professionals, and meets the urgent need for credentialed early childhood educators in San Mateo County through evidence-based, comprehensive and innovative approaches.

This Agreement will continue funding SMCOE's Early Learning Career Pathways (ELCP) Program Specialist as well as a coordinator and evaluation analyst who will provide the below services:

#### **Services:**

1. Comprehensive navigation and support services to a minimum of 90 individuals, including at least two cohorts of students as they advance to meet their Associate Teacher, Teacher, and Master Teacher requirements. All individuals participating in this navigation and support program must reside in San Mateo County. The services include:
  - a. Cataloging the requirements for each institution<sup>1</sup> and assisting individuals in navigating and completing the requirements
  - b. 1:1 and group navigation support in-person and virtually, including warm hand-off to academic counselors and Early Childhood department program services coordinators, hosting special group registration sessions to walk students through the enrollment process, or arranging for language interpretation services so that students can understand the enrollment process in their home language.
  - c. Referrals to and from partner institutions and agencies that represent the entirety of San Mateo County, such as but not limited to the San Mateo County Community College District, State Preschool Program Directors, YEEEE!/Peninsula Conflict Resolution Center, CCPC Workforce Committee members, SMCOE CTE and local high schools, NOVAworks, JobTrain (North County, South County and Coastside), Upward Scholars, EDvance, TIFFAN, Good to Know Network, and Renaissance Entrepreneurship Center.
  - d. Offering academic counseling and job placement in San Mateo County. This is accomplished through referrals to the Good to Know network and the above organizations, plus through relationships and informal information sharing. This includes preparing for interviews and reviewing resumes.
2. Building on the success of the North County Cohort created during the pilot year, create at least 2 cohorts of ~20 students who are completing courses in sequence with one another to build opportunities for camaraderie and peer learning/supports. These supports include formation of a study group, connecting the group to tutoring services, ensuring that participants apply to the ELC Stipend program, acting as an intermediary with community college partners, and connections to appropriate permit application options. Special effort will be dedicated to creating at least one cohort of individuals working and/or living on the Coast. Increase access to the ECE field for non-English speakers and other under-represented groups. This includes:
  - a. Simultaneous interpretation at Career Pathways information sessions for early childhood professionals and people interested in entering the field in Spanish and Chinese.

---

<sup>1</sup> Skyline College and Cañada College in San Mateo County as well as Foothill College and De Anza in Santa Clara County (Foothill can offer ECE coursework in Spanish, and De Anza offers tutoring in Chinese), Chabot College (Spanish-language cohort for Core 12 Units), and City College in San Francisco (offers ECE coursework in Chinese)

- b. 1:1 navigation sessions, with on-demand translation service if needed, including sessions for undocumented San Mateo County residents and students in the County on J1 visas.
  - c. Translation of Career Pathways outreach and informational materials into Spanish and Chinese.
  - d. Support navigating higher education partners that offer coursework in languages other than English.
  - e. Navigation to resources for Foreign Transcript Evaluation for individuals who completed coursework or degrees in another county
  - f. The following recruitment efforts will be undertaken:
    - (a) Maintain an easy to navigate webpage in multiple languages on the SMCOE website
    - (b) User short one-page fliers to direct individuals to SMCOE available in English, Spanish, and Chinese
    - (c) Outreach to parents in SMC who may be interested in ECE careers through tabling at community events, using multilingual flyers, in partnership with child care program staff
    - (d) Outreach to local child care programs, particularly SMCOE's subcontracted state preschools and other state and federally funded programs to identify staff who need to obtain credentials/degrees or would benefit from other navigation services
    - (e) Make presentation to SMCCCD classes to inform of the career Pathways Program
    - (f) Outreach to individuals in SMCOE's Workforce Pathways Stipend Program (~300 people)
    - (g) Partnering with youth development programs such as Youth Empowerment, Entrepreneurship, and Employment (YEEE!) to develop paid ECE job training and internships for rising 9<sup>th</sup> grade to TAY during the school year and summer to gain ECE training and work experience resulting in an ECE portfolio and Performance Assessment that fulfills requirements for youth and TAY to enter the ECE workforce in an entry-level position
    - (h) Outreach through High School counselors and presentations in High school classrooms
    - (i) Develop multilingual communications materials that promote ECE as a career of choice
3. Advance systems level changes to better serve the needs of current and aspiring ECE professionals, including:
- a. Collaborate with higher education partners such as the San Mateo County Community College District to improve processes so that they better meet student needs, including providing feedback about the barriers students encounter when enrolling.
  - b. Expansion of on-ramps to careers in ECE for high school and transitional age youth as well as into Career and Technical (CTE) education programs through an apprenticeship program done in collaboration with community partners.
  - c. Implement an annual client satisfaction and outcomes survey to gauge client satisfaction with the career navigation services, barriers encountered to career advancement, and progress toward career goal.
  - d. Implement a new annual Partner Inventory survey to measure # of collaborations, satisfaction with collaborations, unique role/service of each partner agency and their clientele, efficiency of referral processes, opportunities to improve collaborations and partnerships
  - e. Stay current on the evolving ECE credentialing landscape through participation in regional and statewide bodies, i.e. High Road Roundtable and California Commission on Teacher Credentialing Child Development Permit Workgroup
  - f. Convene ECE workforce partners to address specific topics such as meeting the needs of non-English speakers, new PK-3 credential, transitions from high school – community

college – 4-year institutions and coordinate with local Child Development Associate programs

- g. Convene a minimum of two meetings per year with the County Project Manager and the other two contractors receiving funding as part of the Board's ECE program allocation to ensure cohesion and information sharing across the program.
- h. Collect data, evaluate performance metrics, and meet all Agreement reporting requirements. Participate in Survey/Needs Assessment/Evaluation work the County may undertake.

**Exhibit B – Payment and Rates**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule:

1. Payments to the Contractor will be on a cost-reimbursement basis. Payments to the Contractor will not exceed \$530,062 unless the County exercises its option provided in Section 4 of this Agreement, in which case the County’s total fiscal obligation under this Agreement shall not exceed: \$\$749,200 if extended for July 1, 2027 to June 30, 2028, and \$968,338 if extended for July 1, 2028 to June 30, 2029.

<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 26/27*</b>	<b>FY 27/28*</b>
\$114,000	\$196,924	\$219,138	\$219,138	\$219,138

\*If County exercises option provided in Section 4 of the Agreement

2. Contractor shall submit quarterly invoices with the following information:

- Evidence of work performed, or of costs incurred, including, but not limited to, performance measures and timesheets.
- Amount invoiced to the County for the relevant Agreement year, as well as the total amount invoiced to the County under this Agreement.
- Contractor shall include a written certification that the costs were actually, reasonably and necessarily incurred for the Project described in Exhibit A and that the supporting documentation is true, correct and complete.
- All invoices shall include the agreement number, project location, dates of service and specified work completed.
- Contractor shall perform the services and bill time for the Project based on the Budget set forth in Table 1, provided that Contractor may make minor modifications to the Budget as follows: a certain line item within a category or an entire category may be increased or reduced by up to \$100, but the total expenses may not be exceeded. Any further modifications must receive written pre-approval by County in its sole discretion.

**Table 1: Budget**

Line Item	FY 24-25 (Jan-Jun)	FY 25-26	FY 26-27	Description
Coordinator	\$ 27,972	\$ 16,110	\$ 20,742	
Evaluation Analyst	\$ 29,536	\$ 12,470	\$ 26,531	
Program Specialist		\$ 73,408	\$ 74,189	
Benefits	\$ 36,832	\$ 51,248	\$ 60,893	
<b>Subtotal Personnel</b>	<b>\$ 94,340</b>	<b>\$ 153,236</b>	<b>\$ 182,355</b>	
<b>Operating Expenses</b>				
Marketing and Promotion (Outreach)	\$ 3,615	\$ 11,328	\$ 5,040	Yr 1: Convene 4 Planning Meetings (Feb-May), Outreach Media and Materials, Hosted Events; Yrs 2 and 3: convene 2 Planning Meetings (Aug-Jan), Outreach Media and Materials, Hosted Events
Translation	\$ 2,133	\$ 8,328	\$ 5,000	Language Line On-Demand Interpretation and Translation Services
<b>Subtotal Operating Expenses</b>	<b>\$ 5,748</b>	<b>\$ 19,656</b>	<b>\$ 10,040</b>	
Admin Expense	\$ 13,912	\$ 24,032	\$ 26,743	
<b>Subtotal Admin Expense</b>	<b>\$ 13,912</b>	<b>\$ 24,032</b>	<b>\$ 26,743</b>	
<b>Total Expenses</b>	<b>\$ 114,000</b>	<b>\$ 196,924</b>	<b>\$ 219,138</b>	

**Table 1a. Personnel Hourly Rates (including benefits)**

Position	FY 24-25	FY 25-26	FY 26-27
Coordinator	\$108.90	\$112.17	\$115.54
Program Specialist	N/A	\$106.00	\$109.18
Evaluation Analyst	\$94.30	\$97.13	\$100.04

3. County will remit payment to Contractor within 30 days of receipt and approval of an adequate invoice by the County Executive's Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

**Table 2: Invoice/Reporting Schedule**

Reporting Period		Due Date for Invoices with supporting documentation and Quarterly Reports. 4 <sup>th</sup> Quarter report will count as the annual report.
Q1	July	October 20 <sup>th</sup>
	August	
	September	
Q2	October	January 20 <sup>th</sup>
	November	
	December	
Q3	January	April 20 <sup>th</sup>
	February	
	March	
Q4	April	Annual Report: June 20 <sup>th</sup> (due early due to year end processes)
	May	
	June	

At the quarterly Contractor and County Project Manager meeting during the third quarter of every fiscal year, the Contactor will provide a summary of year-to-date and fiscal year total projected expenditures and progress against performance measures. At that meeting, the Contractor and Project Manager will review the projected annual expenditures. If expenses are expected to be less than the Agreement amount for that fiscal year, the Project Manager and Contractor will discuss why the expenses are lower and whether the Agreement amount should be adjusted downward for the upcoming fiscal year.

At the end of the first fiscal year of the Agreement, FY 24/25, the Contractor may carry forward any Agreement amount not expended during that fiscal year into the second fiscal year of the Agreement for onetime expenses and costs. However, the total amount for the first two fiscal years, \$310,924 (\$114,000 plus \$196,924), must be spent by the end of second fiscal year, FY 25/26.

<b>Remit invoices to:</b>	<b>Remit quarterly and annual reports to:</b>
County Executive's Office Attn: Accounting 500 County Center, 5 <sup>th</sup> Floor Redwood City, CA 94063 Email: <a href="mailto:CEO_AP_Inbox@smcgov.org">CEO_AP_Inbox@smcgov.org</a> w/ cc to <a href="mailto:Irene.Pasma.ipasma1@smcgov.org">Irene.Pasma.ipasma1@smcgov.org</a> Phone: (650) 363-1810	County Executive's Office Justin Mates, Deputy County Executive 500 County Center, 5 <sup>th</sup> Floor Redwood City, CA 94063 Email designee, Irene Pasma: <a href="mailto:ipasma1@smcgov.org">ipasma1@smcgov.org</a>

**Exhibit C – Performance Measures and Reporting**

Contractor will submit quarterly and annual reports to report on the below performance metrics.

In addition to providing information outlined in Table 2 below, the Contractor will provide a brief, 1-2 paragraph update on progress, as well as 1-2 client stories/testimonials/photos. Reports should be submitted according to Table 1 in Exhibit B.

**Table 2:**

Performance Measure	January 2025 - June 2025	FY 25/26	FY 26/27	Total
<b>Navigation and support services not related to ECE coursework</b> Assistance with permit system, connecting to sources of employment, etc.	25	50	50	125*
<b>Students Enrolled in ECE classes (NEW each year)</b>	15	30	45	90
<b>Degree attainment: Associate Teacher</b>	15	20	25	60
<b>Degree attainment: Teacher</b>	5	8	10	23
<b>Degree attainment: Master Teacher</b>	1	3	5	9
<b>Participants Employed in San Mateo County Child Care Centers**</b> (obtaining new or higher level position during the fiscal year)	30	40	45	115
<ul style="list-style-type: none"> <li>• 95% or more of clients will remain engaged with the ECE Career Pathway services and support until they reach their career goal</li> <li>• Improve the quality and efficiency of collaborations/partnerships among ECE workforce development partners as measured through partner and client surveys.                             <ul style="list-style-type: none"> <li>○ Provide summary of annual client satisfaction outcomes survey</li> <li>○ Provide summary of annual Partner Inventory survey</li> </ul> </li> <li>• Share the collateral being developed (websites, fliers, multilingual communications materials)</li> </ul> <p>*Rows 1 and 2 are not unduplicated, meaning students in these two columns may overlap.                      **As it is possible during the length of the Agreement, the Contractor will provide data on whether students who have obtained a permit remain in the early childhood education field either inside or outside of San Mateo County.</p>				

The Contractor will meet quarterly with the County Project Manager and provide updates on all deliverables listed above. At this meeting the Contractor will discuss reasons for any shortfalls in project goals and plans to address those shortfalls.

At the third quarter meeting in FY26/27, the Contractor will present a summary report of all contract performance metrics for the term listed in the table above and provide a summary of all expenses. At that meeting the Project Manager will also discuss the potential for an additional two years of funding with the Contractor, if performance metrics have been met.