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**Agreement No.** Resolution No. 080433(b)

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT**

This Agreement is entered into this 11 day of June , 20 24, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and La Honda-Pescadero Unified School District, 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 operating The Big Lift Inspiring Summers (BLIS) program.

**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

## 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 **NINETY-EIGHT THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS ($98,568).** 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

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Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 01, 2024, through August 31, 2024.

## 5. Termination

This Agreement may be terminated by Contractor or by the by the Director of the Human Services Agency or their 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.

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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.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies

only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

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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

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,

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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.

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### 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.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**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

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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: | Katharine Sullivan, Big Lift Executive Director |
| Address: | 500 County Center Fl 2, Redwood City, CA 94063 |
| Telephone: | 650-802-7661 |
| Email: | ksullivan@smcgov.org |

In the case of Contractor, to:

| | |
|---|---|
| Name/Title: | Erica Hays, Chief Business Officer |
| Address: | 360 Butano Cutoff, Pescadero, CA 94060 |
| Telephone: | 650-879-0286 |
| Email: | ehays@lhpusd.com |

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## 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.

## 20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.

c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the

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location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/portal/content/104877 or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: **LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT**

DocuSigned by:
Erica Hays, Chief Business Officer | 5/15/2024 | 12:56 PM PDT | Erica Hays, Chief Business Officer
5EE3EA997EB04A7...

Contractor Signature | Date | Contractor Name (please print)

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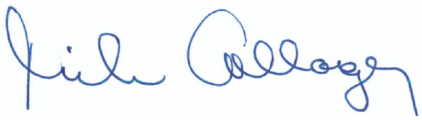
COUNTY OF SAN MATEO

By: Resolution No.080433(b)

President, Board of Supervisors, San Mateo County

Date: June 11, 2024

ATTEST:

By: 

Clerk of Said Board

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# Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

## I. THE BIG LIFT EARLY LEARNING INITIATIVE PROGRAM OVERVIEW

The Big Lift is a collective impact initiative in which school districts partner with nonprofit preschool programs and the community at large to work toward the long-term goal of third grade reading success. The collaborative is led by the San Mateo County Office of Education (SMCOE) and the County of San Mateo, and funding for this agreement is made available primarily through San Mateo County Measure K tax dollars. The Big Lift (TBL) is operating with a new strategic plan for the years 2023-2026 with four Mission Strategies designed to achieve TBL's mission and to strengthen governance, collaboration and resource management.

**2023-2026 Big Lift Mission Strategies**

1) Develop and Operationalize an Equity Framework: to provide clear guidance on how equity is addressed throughout The Big Lift initiative
2) Build a PreK-3 focus on Literacy and Instructional Quality and Alignment: to ensure that targeted language and literacy instruction is aligned with the science of reading in PreK-3rd grade classrooms
3) Ensure High Quality Summer Learning Experiences: to provide summer learning programs to targeted children in Big Lift districts to contribute to 3rd grade reading outcomes
4) Build Focus on Family Engagement in Literacy Development: to partner and engage with parents around their children's literacy development and the importance of regular attendance in school

There are five conditions that, together, lead to meaningful results from collective impact and are integral to The Big Lift's approach: a shared vision for change or common agenda, shared measurement, mutually reinforcing activities, continuous communication and backbone support. To achieve this ambitious goal, The Big Lift has committed and maintains rigorous and ongoing evaluation for continuous improvement.

Big Lift communities are defined by school district boundaries and include the following school districts: Cabrillo Unified, Jefferson Elementary, South San Francisco Unified, San Bruno Park Elementary, La Honda-Pescadero Unified and Redwood City.

The Big Lift strives for a diversity of income levels to be represented within the classrooms, while giving overall priority to low-income families. The Big Lift's definition of low-income households is those earning up to 80 percent of San Mateo County's area median income. The Big Lift programs are required to prioritize children whose family income meets this definition.

The Big Lift uses the Department of Housing and Urban Development income guidelines to establish eligibility, following 80% of Area Median Income thresholds as identified here: https://www.smcgov.org/housing/income-rent-limits

## II. CONTRACTOR REQUIREMENTS

As part of this scope of work, Contractor will meet the following requirements:

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a. Compliance with Contractor Monitoring Activities: Monitoring activities include, but are not limited to, site visits by San Mateo County staff, progress reports on implementation of goals and objectives, and submission of financial records, as required by the County. The County will conduct in-person site visits of Contractor throughout the course of the Agreement to ensure compliance with the terms of this Agreement. Contractor is required to address all site visits and report findings by the deadline as set forth by the County.
b. State and Other Federal Funding Compliance: Contractor must maintain compliance with the terms of any other funding sources they may receive. Contractors receiving Title 5 or Head Start funds must maintain good standing with the California Department of Educational/Child Development Division and/or the Administration for Children and Families. Failure to do so may jeopardize Big Lift funding.
c. Timely Reporting: The County will track and monitor Contractor's reporting and will require timely and accurate submissions of data, progress reports and requests for reimbursement, and Contractor agrees to correct and implement improvements to any areas of concern identified at a site visit or at any other point during the term of the Agreement. Patterns of late and/or inaccurate reporting and/or failure to improve compliance with this Agreement will be taken into consideration when making future funding recommendations, and in egregious cases may affect continued funding for the current term of the Agreement.
d. Utilization of The Big Lift Name and Logo: Contractor must use The Big Lift name and logo on all public facing materials, signs, banners, press releases, social media and publications related to their Big Lift program.
e. Communication Collaboration: Contractor must participate in The Big lift's efforts to disseminate information about Big Lift program(s) and The Big Lift through social media and other communication channels. This includes obtaining photo releases to be provided to the County for the purposes of communicating information about The Big Lift, when applicable, through social media, publications, reports, etc.

Contractor will be expected to participate in all aspects of The Big Lift, to support the implementation of the mission strategies, to work collaboratively with SMCOE and the County of San Mateo to participate in evaluation efforts, to contribute to the larger Big Lift community collaborative, and to be active partners in leading this effort.

## III. CONTRACTOR GOALS AND ACTIVITIES

**The Big Lift Inspiring Summers Program**
Contractor agrees to work towards the following goal area by completing the major activities listed as follows:

| **Inspiring Summers Goal: Program participants maintain or improve reading proficiency over the summer and are engaged in inspiring learning experiences.** |
|---|
| a. Collaborate with San Mateo County Libraries (SMCL) to offer the Inspiring Summers program for a minimum of eighteen instructional days, including implementing current Big Lift authorized curriculum with fidelity, aligning culture building with the CREATE framework, and partnering to deliver an enriching camp experience that includes family engagement opportunities (i.e. Community Time) throughout the entirety of the program. |
| b. Adhere to The Big Lift Campus Safety Operating Guidelines and Protocols to ensure program consistency. |

| |
|---|
| c. Recruit and hire district leadership, site leaders, coaches and teachers prior to program start. |
| d. Recruit and enroll students, based on Inspiring Summers enrollment priorities and adhere to the recruitment schedule as determined by SMCL. |
| e. Provide appropriate facilities and maintenance for the program, including space to stage, organize, and receive program supplies, Wi-Fi/internet connectivity, phones, maintenance services and supplies, and emergency response plans. |
| f. Provide district staffing to serve meals for participating students including daily breakfast, lunch and snacks; or request support from SMCL in order to do so. |
| g. For the rising kindergarten program, implement phonological awareness and Counting Collections activities to supplement the existing curriculum, mitigate pandemic related learning loss, and help prepare students for a successful kindergarten experience. Coaching, training and materials to be provided by The Big Lift to classroom teachers. |
| h. Complete outreach, registration, and enrollment requirements for Inspiring Summers, including conducting community outreach, and managing ranking and enrollment using The Big Lift online systems and prioritization processes. |
| i. Collect and enter individual level data on students and families into Vertical Challenge data system, including daily attendance for Inspiring Summers students. |
| j. Implement assessments that provide information on students' skills both for use in differentiation of instruction and for The Big Lift evaluation (SMCOE developed 1:1 assessment for rising kinders; STAR assessment for rising first through third graders). |

## IV. CONTRATOR REPORTING REQUIREMENTS

a. Progress Report: Contractor will be required to submit a mid-year report regarding BLIS, using the San Mateo County approved form that describes progress toward meeting identified goals from the approved scope of work and success and challenges in implementation. Contractor will also be asked to share interesting or inspiring stories and anecdotes that reflect the value of their program that may be disseminated and/or published via The Big Lift's social media channels and reports. Contractor's BLIS report will be due December 31, 2024.

b. Fiscal Reporting: Invoices will be submitted on a quarterly basis using the San Mateo County approved invoice template and general ledger documenting expenses incurred during that term. The BLIS Fiscal invoices will be per the schedule in Exhibit B.

Record Retention: Contractor must retain all financial records, supporting documents, and all other records related to this Agreement for a period of seven (7) years after the County makes its final payment.

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# Exhibit B

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:

Contractor will:

**I.** Invoice County upon completion of services shown in Exhibit A based on the budget below. Contractor will submit itemized invoice/s electronically to Katharine Sullivan, ksullivan@smcgov.org. Invoice(s) must include the following:

a. Vendor Address
b. HSA Administrative Address: 500 County Center Fl 2, Redwood City, CA 94063
c. Remit payment address
d. Financial Report for services provided/work performed (from Exhibit A)
e. Cost of Service per Budget below
f. Progress Reports (from Exhibit A)
g. Supporting documentation (attached to invoice)
    i. Personnel and Benefit Expenses require back-up documentation such as but not limited to timesheets, payroll reports, etc.
    ii. Materials and Supplies, Contracted Services and Indirect Costs require back-up documentation such as but not limited to itemized receipts, copy of invoices, etc.

**II.** Payment is dependent on submission of supporting documentation. Payment will be delayed if supporting documentation is not received. Invoices must be accompanied by evidence of work performed, or costs incurred including but not limited to copies of bills, timesheets and/or packing slips.

**III.** In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement.

**IV.** Invoicing Schedule
Invoices will be submitted per the schedule below (on or before these dates) using the San Mateo County approved invoice template and general ledger documenting expenses incurred during that term.

a. July 31st: Term of May 1st – June 30th
b. October 31st: Term of July 1st – August 31st

**V.** Budget

County shall have the option to adjust funding across line items in the Budget/s as agreed upon by both parties and approved by the County in writing as long as it does not exceed the total agreement obligation.

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**Big Lift Inspiring Summers 2024 Budget**

| | La Honda-Pescadero Unified School District | |
|---|---|---|
| | | |
| **PERSONNEL** | | |
| | Program Partner Lead - Stipend | $4,105 |
| | Program Manager - Stipend | $10,279 |
| | Academic Teachers | $41,025 |
| | Program Assistant | $3,773 |
| | Instructional Coach | $1,800 |
| | Janitorial Support | $1,307 |
| | Food Service Assistant | $1,626 |
| | Community Liaison | $675 |
| | Driver for Students | $1,413 |
| | **Total Personnel** | **$66,003** |
| **BENEFITS** | | |
| | Benefits | $16,581 |
| | **Total Benefits** | **$16,581** |
| **MATERIALS AND SUPPLIES** | | |
| | Curriculum Materials | $5,355 |
| | Snacks for Students | $2,580 |
| | Fuel Costs for Student Transportation | $550 |
| | **Total Materials and Supplies** | **$8,485** |
| **CONTRACTED SERVICES** | | |
| | Transportation | $2,806 |
| | **Total Contracted Services** | $2,806 |
| | **Direct Service Total** | **$93,875** |
| **INDIRECT COSTS** | | |
| | Up to 15% of Personnel & Benefits not to exceed this allocation | $4,693 |
| **TOTAL** | | **$98,568** |

County will:

**I.** Have the option to modify or add related services, and adjust costs accordingly to meet its project goals, as agreed upon by both parties in writing as long as it does not exceed the total agreement obligation. The cost to provide additional services will be determined at the time of request and pre-approved by both parties.

**II.** Pay Contractor within 30 days upon approval of invoice(s) and their corresponding back-up documentation for services shown in Exhibit A.