

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT, INC.

This Agreement is entered into this 25th day of February 2025 by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the Institute for Human and Social Development, Inc, 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
- Exhibit D – Program Enrollment Requirements

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 \$3,315,000 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: \$4,315,000 if extended for July 1, 2027 to June 30, 2028, and \$5,315,000 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 by 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.

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 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, 5th Floor, Redwood City, 94063
Telephone: (650) 363-4136
Email: jmates@smcgov.org

In the case of Contractor, to:

Name/Title: Angel Barrios, Executive Director
Address: 370 San Bruno Ave. W, San Bruno, CA 94066
Telephone: (650) 578-3424
Facsimile: (650) 578-3440
Email: abarrios@izziearlyed.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.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,


- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

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

For Contractor: The Institute for Human and Social Development, Inc.

<p>Signed by:  <small>FBAS61CA85384D1...</small></p>	<p>2/10/2025</p>	<p>Angel Barrios</p>
<hr/> <p>Contractor Signature</p>	<hr/> <p>Date</p>	<hr/> <p>Contractor Name (please print)</p>



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 Izzi 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.

Izzi's Child Development Associate (CDA) program was launched in 2022 to address the ECE workforce shortage directly affecting its Head Start/Early Head Start classrooms, and to provide opportunities to community members, including parents of Izzi's students, interested in furthering their education and pursuing ECE careers.

For this program, Izzi is sub-contracting with Unitedly, a San Mateo County non-profit organization providing Asian language speaking communities with equitable opportunities in early childhood education, and EDvance, an accredited, private, nonprofit institution of higher education created with the mission to develop a high-quality ECE workforce that mirrors the diversity of the children and communities they serve. Collectively, Izzi and its subcontractors will offer English, Spanish, and Chinese language ECE pathways for obtaining Associate Teacher permits through Site Supervisor-level permits.

Izzi will support 6 cohorts of 10-11 students through its CDA Program, with a total of 64 students. Specifically, there will be 4 cohorts of 11 students (Cohorts 1-4) and 2 cohorts of 10 students (cohorts 5-6). Participating students will take their CDA courses online via Prosolutions for English and Spanish speakers, and online via ChildWise for Chinese speakers.

On average, it takes students 6 weeks to complete the online CDA course work, inclusive of completing all mandatory trainings including CPR and mandated reporter training. CDA students must then complete 480 internship hours typically done at an Izzi site though it could be done at a partner site in the future.

Afterward they must pass an exam and an observation and apply to the Council for Professional Recognition to obtain their CDA. Once they have been awarded their CDA credential, they will qualify for and be supported to apply for as associate teacher permit. Once participants have completed their CDA credentials, they have the option of progressing to EDvance's 4-year Early Childhood Studies (ECS) Bachelor of Arts (BA) program, which offers Teacher level and Site Supervisor level permits. All individuals supported by this funding must reside or be employed in San Mateo County and make a commitment to work in a San Mateo County ECE center for a minimum of 12 months after CDA or degree attainment. Additional participant enrollment requirements are outlined in Exhibit D.

- **Outreach/Recruitment:** Izzi with its sub-contracted partners Unitedly and EDvance will recruit students across San Mateo County into the CDA and Early Childhood Studies Bachelor of Arts (ECS BA) programs via the following efforts:
 - Collaborate with local organizations such as San Mateo County Office of Education, 4Cs child care resource and referral agencies, local schools, childcare centers, parenting and family support groups, ethnic community-based organizations, as well as job placement and community agencies such as:
 - For the Coastside: ALAS
 - For North County: Sparkpoint, Renaissance Center SSF
 - For South County: JobTrain, Renaissance Center EPA
 - For Mid County: NOVAworks
 - Leverage events, including open houses, information sessions and existing parent workshops

- In person recruitment events at ECE centers (targeting parents), workforce/job fairs, elementary schools, churches and other community locations
- Izzi will sub-contract some of the marketing and advertising activities to a firm that is to be determined after the contract is executed. Izzi will notify the county of the firm selected. The marketing firm will be responsible for the following activities:
 - Outreach and marketing strategy and plan to include naming and brand guide, as well as core messaging, with input from the county
 - Digital marketing, including an updated user-friendly website, social media campaigns, promotional videos, drip campaign
 - Trilingual printed materials such as brochures, fliers, postcards, retractable banners etc.
 - Ad placement in target geographic areas: SamTrans buses/bus stops, billboards in target communities
- **Wrap Around Services:**
 - Izzi's and Unitedly's CDA facilitators will provide content support, technology support, and educational counseling.
 - They will also provide referrals to resources as needed, including childcare, food, and housing support.
 - Unitedly will support Chinese-speaking students by offering bilingual educational support, workshops, technical assistance, coaching, and resources to advance their ECE careers.
 - For students in the EDvance program, EDvance will provide additional support, including access to transcript advisors, academic success coordinators, tutors, and writing coaches.
- **Financial Support to Students:**
 - Cover students' CDA course costs, CDA credentialing fee, fingerprinting, CPR training, and permit application fee
 - Students will receive \$750/week for 6 weeks while conducting their 6-week CDA coursework, not to exceed \$4,500/student.
 - Students will be paid \$20/hour while conducting their mandated 480 internship hours, not to exceed \$9,600/student
 - Students attending the EDvance BA program will receive scholarship grants between \$5,000-\$7,100/year, **not to exceed \$18,100/student**. This will cover an anticipated **42-59%** of the annual \$12,000 EDvance tuition. For a student enrolled all three years, it will represent 38% of a student's total Bachelor's degree tuition cost. EDvance will work to identify additional funding sources to support students graduating with as little debt as possible .
 - Contractor will have in place all necessary systems to track and document distribution of financial assistance to students.
- **Internship and Job Placement**
 - Izzi and Unitedly will work to identify and nurture relationships partner sites throughout the county to host the CDA students while they are completing their internship hours by working with the partners listed in the Outreach/Recruitment section of this Agreement
 - The intention would be that these placements result in the student being offered a full time position with their placement site, once they have received their Associate Teacher permit. For those who either decide they do not want to continue in that program, or are not offered a job in that program for whatever reason, Izzi will provide:
 - Job search assistance, including connecting to all the partners listed in the Outreach/Recruitment section of this Agreement, resume development and

training on utilizing online job platforms (LinkedIn, indeed etc.), anticipating an 85% placement rate of those who complete one or both programs. For students who continue on to EDvance’s bachelor degree program, it is required that they be employed in an SMC ECE center at least 15 hours per week while enrolled.

- **Training Space, Equipment and Technology**

- Izzi will develop a training space for CDA students to take their courses at 370 San Bruno Ave West, San Bruno, CA, 94066, equipped with furniture and AV.
 - The training space will house the CDA students while they complete their 120 hours of online coursework.
 - During the course, the space will support facilitated conversations to ensure understanding of the content of the training, as well as group discussion and reflection on teaching practice.
 - The group will complete some trainings as a large group (one example is the video based portion of CPR), utilizing the projector/AV equipment, as well as watch video together of best practices in ECE on a weekly basis and discuss.
 - While it is being built, Contractor will rent a suitable training space somewhere in mid county.
 - The space could potentially be used by other groups for ECE related trainings/purposes.
- Provide 36 students with laptops, as well as 2 facilitators and 2 backups, for students to participate in course work, apply for jobs, submit complete credentialing steps.
 - Students enrolled in the CDA program will utilize the laptop for their online coursework, and will keep them throughout their internship hours in order to work on the required portfolio, resumes etc. Each year the cohort starts overlap slightly, so there is a need for at least 2 cohorts worth of laptops to run the program (i.e. at least 22). The remaining (14) laptops will be available to students enrolled in the EDvance program with demonstrated need, and which they can apply for as support from the Measure K grant. At the conclusion of either program, students will return the laptops to Izzi.

- **Data Collection, Reporting and Collaboration**

- Improve collaboration between academic institutions and entities that provide resources/navigation services by connecting the program with navigation service providers such as the County of San Mateo Human Services Agency, NOVAworks, JobTrain and Renaissance Center.
- Track data/report outcomes outlined in Exhibit C on students enrolled in both the CDA program and the EDvance bachelor’s degree program. Together with the County, develop quarterly report templates.
- Participate in two annual collaboration meetings convened by SMCOE.
- Participate in Survey/Needs Assessment/Evaluation work the County may undertake.

The following tables illustrates the anticipated enrollment per year in both the CDA and ECS BA groups:

Child Development Associate Credential Program

Izzi will facilitate CDA credential coursework for the following number of students by

- | | | | | |
|---------------------------|------------|---------------------------|--|---------------------------|
| • Year 1: 22 Students | } of these | 20 English/Spanish | | 2 Chinese Students |
| • Year 2: 22 Students | | 18 English/Spanish | | 4 Chinese Students |
| • Year 3: 20 Students | | 17 English/Spanish | | 3 Chinese Students |
| Total Students: 64 | | 55 English/Spanish | | 9 Chinese Students |

EDvance Bachelor's Degree Program

EDvance will operate their bachelor's degree programs for the following number of students by year:

- | | | | | | | |
|-----------------------|------------|---------|--|---------------|--|-------------|
| • Year 1: 42 Students | } of these | 42 New | | 0 Continuing | | 3 Graduate |
| • Year 2: 49 Students | | 10 New* | | 39 Continuing | | 10 Graduate |
| • Year 3: 54 Students | | 15 New* | | 39 Continuing | | 30 Graduate |

Total Students: 67

***Transfers from CDA program**

Total Unduplicated Student Count in Each Program

CDA Students= 64

EDvance Students= 67

Total Students= 131 (25 of these students will be served in both programs, but are only counted in one year, not across multiple years)

Exhibit B – Payments and Rates

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 \$3,315,000 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: \$4,315,000 if extended for July 1, 2027 to June 30, 2028, and \$5,315,000 if extended for July 1, 2028 to June 30, 2029.

FY 24/25	FY 25/26	FY 26/27	FY 27/28*	FY 28/29*
\$1,245,000	\$1,070,000	\$1,000,000	\$1,000,000	\$1,000,000

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

2. Contractor shall submit quarterly invoices with the following information and in reference to Table 1 (Budget):

- A description of quarterly expenses, evidence of work performed, or of costs incurred, including, but not limited to, performance measures, timesheets, activity logs, copies of bills, and/or packing slips, and proof of disbursement of stipends.
- Amount invoiced to the County for the relevant Agreement year, as well as the total amount invoiced to the County under this Agreement.
- The Agreement number, project location, dates of service, and specific work completed.
- 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.

The payment schedule is as follows:

- Payment 1: Contractor may submit an invoice requesting an advance payment of up to 50% of the first year’s payment amount (\$622,500), to cover reasonable and necessary start up activities, upon execution of this Agreement, which payment amount is subject to payment reconciliation as set forth herein.
- All future payments will follow the schedule for quarterly invoice submissions outlined in Table 2 below and will depend on provision of information as outlined below. Invoice 2 should include information and documentation supporting how funds received in Payment 1 were spent before the County will make any reimbursement under Invoice 2.

County shall review Contractor’s supporting documentation and periodically reconcile (aka true up) the actual costs and services reported and substantiated with amounts paid (including as to any advance payments). To the extent that Contractor’s reasonable and necessary, actual costs incurred exceed the amount of any prior payments, the excess amounts may be applied or otherwise credited

against future payments; to the extent that Contractor's reasonable and necessary, actual costs incurred are less than the amount of the prior payments, the County may adjust the amount of later payments accordingly. Contractor agrees to cooperate with the County to reconcile expenditures against any advance payments.

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 1: Budget

Line Item	FY 24-25 (Jan-Jun)	FY 25-26	FY 26-27	Budget Description
Izzi English/Spanish Facilitator	\$ 46,800	\$ 88,400	\$ 88,400	Bilingual Spanish Facilitator for CDA program.
Benefits	\$ 20,592	\$ 38,896	\$ 38,896	
Subtotal Personnel	\$ 67,392	\$ 127,296	\$ 127,296	
Operating Expenses				
Marketing & Promotion (Outreach)	\$ 155,000	\$ 2,000	\$ 1,500	Subcontract with marketing firm to produce: website, digital and print marketing materials (short promotional videos, flyers, ads, social media advertisements), naming and brand guide, core messaging. Yrs 2 and 3: Local outreach activities, posting on online websites etc.
Subcontract with Unitedly	\$ 140,000	\$ 98,280	\$ 91,790	Subcontract with Unitedly for outreach/recruitment to Chinese community, development of partnerships with placement sites, and support to Chinese CDA students. Facilitator FTE will fluctuate from 0.9 for the first 2 months of start up to .8 during yr 2 and down to 0.65 in Yr 3 when program is in maintenance. Executive Director FTE will fluctuate from 0.3 for program ramp up, recruitment/outreach and partner site development and down to 0.05 by YR 3 when program is in maintenance. Also includes operational costs such as printing, office supplies, worker's comp.
Stipends for Coursework-6 weeks for 22 Students	\$ 99,000	\$ 99,000	\$ 90,000	\$750/Week Stipends for 6 weeks for 22 Students in Yrs 1 and 2, 20 students Yr 3
Paid Internship Hours-480 Hours for 22 Students	\$ 257,664	\$ 257,664	\$ 234,240	Paid Internship Hours at \$20/Hour for 22 Students in Yrs 1 and 2, 20 students in Yr 3 for 480 Hours Plus Required Taxes (SS, Medicare, WC, Unemployment)
Scholarship-Grants for Students in EDvance	\$ 252,000	\$ 345,600	\$ 321,600	Grants for Students attending EDvance BA program. Grants in amount of \$6,000/student for 42 students in year 1, \$7,053/student for 49 students, \$5,955/student for 54 students.
Facility Costs	\$ 21,000	\$ 3,000	\$ 6,000	Rent in year 1 for offsite location for classes during construction of Izzi training center. Cost allocated portion of training room for CDA course in Yrs 2 and 3.
Books and Supplies	\$ 3,300	\$ 3,300	\$ 3,000	CDA Books and school supplies (notebooks, pencils, binder for portfolio etc) @ \$150/student for 22 CDA students in Yrs 1 and 2, 20 students in Yr 3
Insurance	\$ 3,000	\$ 6,000	\$ 6,000	Cost for Insurance
CDA Credential Application Fee	\$ 9,350	\$ 9,350	\$ 8,500	Cost of Application to Council for Professional Recognition @ \$425 per application for 22 students in Yrs 1 and 2, 20 students in Yr 3
CDA Training Course Fee-English/Spanish	\$ 6,000	\$ 5,400	\$ 5,100	Cost of Prosolutions CDA Course in English or Spanish for 22 Students in Yr 1, 18 students in Yr 2, and 17 students in Yr 3 @ \$300/course
CDA Training Course Fee-Chinese	\$ 1,998	\$ 3,996	\$ 2,997	Cost of ChildWise CDA course in Chinese for 3 Students @ \$999/Course
Fingerprinting	\$ 5,500	\$ 5,500	\$ 5,000	Fingerprinting-2 Sets (internship and permit) @ \$125 per set for 22 Students in Yrs 1 and 2, 20 students in Yr 3
CPR Training	\$ 1,749	\$ 1,749	\$ 1,590	Cost of CPR Training for 22 students in Yrs 1 and 2, 20 students in Yr 3 @ \$79.50/student
Computer Support	\$ 8,447	\$ 5,000	\$ 5,000	Portion of monthly cost for technology maintenance/support
Marketing & Promotion (Outreach)	\$ 155,000	\$ 2,000	\$ 1,500	Yr 1: Coordinated outreach-production of marketing materials, advertisements etc. Yrs 2 and 3: Local outreach activities, posting on online websites etc.
Equipment and Technology	\$ 60,000			Laptops for 36 students plus 2 Facilitators and 2 Backup for replacements (\$1,500/person)
Consulting and Professional Services	\$ 20,000			Cost for Legal Services to Prepare Stipend Agreements, MOU's with Community Programs, Waivers of Liability etc. 50 hours @ \$400/hour
Training Room Furniture and AV				Table, chairs, AV for new training room
Startup Costs	\$ 40,140			
Subtotal Operating Expenses	\$ 1,084,148	\$ 845,839	\$ 782,317	
Admin Expense				
	\$ 93,460	\$ 96,865	\$ 90,387	
Subtotal Admin Expense	\$ 93,460	\$ 96,865	\$ 90,387	
Total Expenses	\$ 1,245,000	\$ 1,070,000	\$ 1,000,000	

Izzi English/Spanish Facilitator Hourly Rate: **\$72/hour**

Table 2: Invoice/Reporting timeline

Reporting Period		Due Date for Invoices with supporting documentation and Quarterly Reports. 4 th Quarter report will count as the annual report.
Q1	July	October 20 th
	August	
	September	
Q2	October	January 20 th
	November	
	December	
Q3	January	April 20 th
	February	
	March	
Q4	April	Annual Report: June 20 th (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 Contractor 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 one-time expenses and costs. However, the total amount for the first two fiscal years, \$2,315,000 (\$1,245,000 plus \$1,070,000), must be spent by the end of second fiscal year, FY 25/26.

Exhibit C – Performance Measures and Reporting

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

In addition to providing data regarding the performance measures below, the Contractor will provide a brief, 1-2 paragraph update on progress, information about collaboration/partnerships, as well as 1-2 client stories/testimonials/photos and student demographic data. Reports should be submitted according to Tab2in Exhibit B.

Table 3: Number of students enrolled per program per year:

Enrollment by Year	CDA Program	ECS BA Program
Year 1	22 students	42 students
Year 2	22 students	(49 Total) 39 + 10* New students
Year 3	20 students	(54 Total) 39+ 15* New students
Total	64 students (unduplicated)	67 Total, of those, 25* will transfer from the CDA program

Table 4: Number of permits per year that will be achieved:

	Associate Teacher Permit	Teacher Permit	Site Supervisor Permit
Year 1	9	11	2
Year 2	26	19	8
Year 3	16	5	5
Total	51	35 (* 5 from Yr. 1 Associate Teacher are duplicative)	15

Table 5: Employment in San Mateo County ECE Centers per year:

	CDA Program	ECS Program - Teacher Level	ECS Program - Site Supervisor Level
Year 1	7 Associate Teachers	11 Teachers	2 Site Supervisors
Year 2	20 Associate Teachers	19 Teachers	8 Site Supervisors
Year 3	12 Associate Teachers	5 Teachers	5 Site Supervisors
Total	39 Associate Teachers	35 Teachers	15 Site Supervisors

This represents an anticipated ~85% placement rate of students who complete one or both of the programs.

For Cohort 1 in year 1, 80% of those participants will be hosted at Izzi sites and 20% at partner sites to complete their internship hours and permanent placement. For cohorts 2-6, in years 1, 2 and 3 at least 80% of the students will be hosted at partner sites and no more than 20% at Izzi. For table 5, Contractor will:

1. Provide detail on whether the student was employed at an Izzi or non Izzi site, which Izzi site, and inside or outside San Mateo County,
2. As it is possible during the length of the Agreement, follow up with students who have graduated 1 and 2 years later to learn if they are still in the ECE field

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.

Exhibit D – Program Enrollment Requirements

Contractor will ensure participants meet the following enrollment requirements:

CDA Program Enrollment Requirements	EDvance Program Enrollment Requirements
<ul style="list-style-type: none"> • San Mateo County resident • High school diploma or GED • Ability to pass a background check (either no arrests/convictions or minor convictions that are not disqualification factors for licensing) • Completion or proof of required immunizations for licensing (Pertussis, Measles, Flu, TB) • Ability to provide physician clearance for working with young children for licensing • Permission to work in the United States • Ability to commit to the CDA program full-time for the program duration (6-7 months) • Commitment to work in San Mateo County for 1 year past program completion. 	<ul style="list-style-type: none"> • Commitment to work in San Mateo County for 1 year past program completion. <p>Lower Division Pathway</p> <ul style="list-style-type: none"> • Currently employed 15 hours or more per week in an ECE setting in San Mateo County • High school diploma or GED • California Child Development Associate Teacher Permit or a Child Development Associate CDA Credential for lower-division <p>Lower Division Pathway</p> <ul style="list-style-type: none"> • 60 units, including 16 units of General Education (the minimum requirement for the Teacher Permit). <p><i>* EDvance offers these General Education courses within the Lower Division Pathway, providing a contextualized curriculum that prepares educators to become transfer-eligible for the Upper Division Pathway</i></p>