

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RAVENSWOOD CITY SCHOOL DISTRICT

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ravenswood City 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 Early Learning Initiative to reduce learning loss, increase kindergarten readiness and grow third grade reading proficiency 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

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 two hundred sixty two thousand eight hundred twenty seven dollars (\$262,827). 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 term of this Agreement shall be from May 1, 2021, through June 30, 2023.

5. Termination

This Agreement may be terminated by Contractor or by the County Manager or 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

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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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 report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of

allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Manager, 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 Manager.

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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 seven (7) 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: Iliana Rodriguez, Deputy County Manager
Address: 400 County Center, 1st Floor, Redwood City CA 94063
Telephone: (650) 363-4130
Email: IRodriguez@smcgov.org

In the case of Contractor, to:

Name/Title: Gina Sudaria, Superintendent
Address: 2121 Euclid Avenue, East Palo Alto 94303
Telephone: (650) 879-0286
Email: gsudaria@ravenswoodschools.org

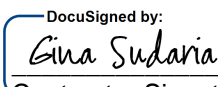
18. Electronic Signature

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.

* * *

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

For Contractor: Ravenswood City School District

DocuSigned by: 	9/20/2021	Gina Sudaria
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

1. Big Lift Inspiring Summers Program (May 1 – August 31, 2021 and May 1 – August 31, 2022)

Contractor will operate the Big Lift Inspiring Summers (BLIS) program focused on reducing summer learning loss.

2. Big Lift Early Learning Program (July 1, 2021 – June 30, 2023)

Contractor will participate in all aspects of The Big Lift; including partnering with nonprofit preschool programs and the community at large to work toward the long-term goal of third grade reading success.

THE BIG LIFT EARLY LEARNING INITIATIVE PROGRAM OVERVIEW

The Big Lift is a collective impact initiative where 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 three agencies, the Silicon Valley Community Foundation (SVCF), the San Mateo County Office of Education (SMCOE), and the County of San Mateo, and funding for this agreement is made available through San Mateo County Measure K tax dollars.

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 to advancing the national Campaign for Grade-Level Reading framework, which specifies the following evidence-based interventions, or "four pillars," and maintains rigorous and ongoing evaluation for continuous improvement:

- 1) Quality Preschool: A comprehensive school readiness strategy focused on high-quality preschool for 3- and 4-year-olds, leading to an aligned and sequenced set of high-quality learning experiences in kindergarten through third grade;
- 2) Attendance: A focus on reducing chronic absence in the early grades, based on research about the importance of attendance in the early years to improve academic outcomes;
- 3) Inspiring Summers: Development of inspiring summers learning opportunities that enable children to maintain their academic and developmental gains from high-quality preschool throughout the early grades; and
- 4) Family Engagement: Strengthening family and community engagement through investments in strategies that support meaningful partnerships between families and schools.

Big Lift communities are defined by school district boundaries and include: Cabrillo Unified, Jefferson Elementary, South San Francisco Unified, San Bruno Park Elementary, La Honda-Pescadero Unified, Redwood City and Ravenswood 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 80 percent of San Mateo County's area medium 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 per above, for the 2021-2022 and 2022-2023 years.

Requirements of Participation include the following:

- a. Licensure in Good Standing: Preschools must have a license to operate preschool facilities and must ensure that licensed sites are in good standing with Community Care Licensing.
- b. 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 both in-person site visits and occasional desk reviews of Contractors throughout the course of the agreement to ensure compliance. Contractors are required to address all site visits and desk review report findings by the deadline as set forth by the County.
- c. State and Other Federal Funding Compliance: Contractors must maintain compliance with other funding sources. 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.
- d. Timely Reporting: The County will track and monitor timely and accurate submissions of data, progress reports and requests for reimbursement, and efforts will be made 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 as well as minimal or no effort 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.
- e. Utilization of The Big Lift Name and Logo: Contractors 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.
- f. Communication Collaboration: Contractors 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 all four of the pillars, to work collaboratively with SVCF, 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 change effort.

Contractor will be expected to work towards four goal areas through major activities listed as follows within the scope of work of this agreement:

Collective Impact Goal: Big Lift activities are aligned from preschool through third grade, and the community is making steady progress towards third grade reading proficiency for all children.

a. Provide leadership to the local Big Lift collaborative to ensure that activities are aligned, and the community is making steady progress towards third grade reading proficiency
b. Convene and facilitate a minimum of six regular meetings of the collaborative
c. Participate in the countywide Big Lift Collaborative meetings and Big Lift Knowledge Network grantee meetings
d. Submit an annual collaborative workplan by September 30 th of each year that includes: 2-3 goals that promote preschool through third grade alignment and make progress towards third grade reading proficiency for all children, a meeting schedule and a roster of members that include preschool representatives, K-3 school representatives, and community-based service providers (e.g. health, social services, etc.)
e. Include activities of The Big Lift preschool and summer programs in the district's Local Control and Accountability Plan (LCAP) and budgets

Attendance Goal: Families understand the importance of and prioritize attendance in preschool and early elementary school.

a. Participate in The Big Lift efforts to improve school attendance through the partnership with In ClassToday (dba EveryDay Labs)
b. Provide data extracts on attendance and chronic absenteeism for all transitional kindergarten through second grade students to The Big Lift attendance intervention In ClassToday (dba EveryDay Labs)
c. Educate families about the importance of attendance and how chronic absence undermines kindergarten readiness, and identify family challenges that are causing attendance issues and support families to address them

Inspiring Summers Goal: Participating children 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 BLIS program for a minimum of five weeks, 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 include 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 56 children, based on BLIS 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 children 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 children 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 Big Lift Inspiring Summers, including conducting community outreach, and managing ranking and enrollment using The Big Lift online systems and prioritization processes.

Evaluation and Assessment Goal: Evaluation efforts demonstrate the effectiveness of The Big Lift approach and interventions. Child-level assessments inform curriculum and program development and identify each child's unique needs.

a. Participate in the external evaluation of The Big Lift, which will include sharing a variety of preschool to third grade data using a secure data portal. Student information system extracts will be requested up to 4 times per year. Requested data may include student assessment data, student and family demographics, attendance, discipline, special education, report card, and standardized test data. Districts may also be asked to participate in surveys, focus groups, interviews, and observations
b. Implement data-sharing agreements with SMCOE and Big Lift evaluators
c. Collect data on all kindergarten families every fall through The Big Lift Kindergarten Form (to be completed by all kindergarten families in the district)
d. Collect and enter individual level child, family and teacher data into the Vertical Change data system for BLIS participants, including BLIS student attendance data and SSID numbers.
e. Administer the Brigance Kindergarten Readiness Assessment on all entering kindergarteners in the Fall of each year and provide release time (funded by TBL) for teachers to participate in training on the Brigance. Support assessment in children's home languages wherever possible.
f. Conduct Fountas & Pinnell reading assessments at least two times per year of all students in first and second grades, and at least once per year for kindergartners (in the spring), and share data using a secure portal with the SMCOE

Reporting Requirements:

- a. Progress Reports: Contractors will be required to submit a mid-year and year-end narrative, 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. Contractors 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. Reporting schedule will be as follows:

- a. January 31st: Midyear Narrative & Budget Report
 - b. July 31st: Early Learning Program Year-end Narrative & Budget Report
- 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. Fiscal reporting schedule will be as follows:
- a. October 31st : Term of July 1st – September 30th
 - b. January 31st: Term of October 1st – December 31st
 - c. April 30th: Term of January 1st – March 31st
 - d. July 31st: Term of April 1st – June 30th

Contract period: May 1, 2021 to June 30, 2023

- c. Record Retention: As a Contractor, it is important to maintain financial records, supporting documents, and all other records pertinent to your Agreement. Contractors must retain all financial books, documents, papers and records directly related to this Agreement for a period of seven (7) years after the County makes its final payment.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A, County shall pay Contractor based on the following fee schedule and terms. The Program Budgets below provide a not-to-exceed amount for each program. Funding may be shifted within sections of the budget for a particular Program Budget without prior County approval. Funding may be shifted between sections of the budget for a particular Program Budget or across Program Budgets only with the prior written approval of the Deputy County Manager or designee. For example, funding may be shifted within the personnel budget or within the operating expenses budget without prior County approval. But to shift funding from personnel to operating expenses, or from the BLIS program to the Early Learning Program, for example, the County's prior written approval is required.

County will pay Contractor within thirty (30) calendar days of receipt of a quarterly invoice from Contractor itemizing the work completed, on the invoicing schedule in Exhibit A ("Contractor Reporting Requirements"). Contractor shall submit an invoice indicating the work performed during that billing period and accompanied by the progress report required by Exhibit A ("Progress Reports"). 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.

In no case shall the total amount payable under this Agreement for the work indicated in Exhibit A exceed \$262,827 without prior written consent of County in the form of an amendment to this Agreement.

Big Lift Inspiring Summers Program (May 1 – August 31, 2021 and May 1 – August 31, 2022)

I. PERSONNEL			FY21-22	FY22-23
<u>Position Title</u>	<u>-</u>	<u># FTEs</u>		
A. Partner Program Lead		1.00	\$ 7,000.00	\$ 7,000.00
B. Program Manager		2.00	\$ 17,400.00	\$ 8,700.00
C. Academic Teachers		4.00	\$ 28,200.00	\$ 28,200.00
D. Program Assistants		4.00	\$ 25,160.00	\$ 6,000.00
E. Instructional Coach		2.00	\$ 16,100.00	\$ 8,050.00
F. EL Coach		0.00	\$ -	\$ -
G. Parent Ambassadors		1.00	\$ 1,500.00	\$ 1,500.00
H. Janitorial		2.00	\$ 7,146.00	\$ -
Benefits @45%			\$ 46,127.70	\$ 26,752.50
Subtotal			\$ 148,633.70	\$ 86,202.50
II. OPERATING EXPENSES				
A. Rent and Utilities				
B. Office Supplies and Materials			\$ 840	\$ 840.50

C. Telephone/Communications	\$ -	
D. Postage/Mailing	\$ -	
E. Printing/Copying	\$ 280	\$ 280.00
F. Equipment Lease	\$ -	
G. Travel	\$ -	
H. Training/Conference	\$ -	
I. Consultants (itemize):	\$ -	
J. Subcontractors (itemize):	\$ -	
K. Site discretionary	\$ 840	\$ 840.00
Subtotal	\$ 1,960	\$ 1,960.50
III. TOTAL COSTS	\$ 150,594	\$ 88,163

Big Lift Early Learning Program (July 1, 2021 – June 30, 2023)

PERSONNEL			FY 2021-2023
<u>Position Title</u>			
A. Kindergarten Readiness Assessment personnel time			\$ 1,600.00
B. Kindergarten Readiness Assessment sub teachers			\$ 10,000
C. Big Lift Collaborative staffing			\$ 5,000
Benefits @45%			\$ 7,470
Subtotal - Personnel			\$ 24,070
TOTAL COSTS			\$ 24,070