

Agreement No. _____

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

This Agreement is entered into this _____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Office of Education, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of 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

Attachment H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

Attachment IP – Intellectual Property

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 ONE MILLION SEVEN HUNDRED FOUR THOUSAND ONE HUNDRED EIGHTEEN DOLLARS (\$1,704,118). 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 July 1, 2023 through June 30, 2024.

5. Termination

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

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 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 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 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: Claire Cunningham, Director, Human Services Agency
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: (650) 363-4795
Email: ccunningham@smcgov.org

In the case of Contractor, to:

Name/Title: Marchelle Moten, Executive Director, P-3 and Early Education
Address: 101 Twin Dolphin Drive, Redwood City, CA 94065
Telephone: (650) 802-5623-
Email: mmoten@smcoe.org

18. Electronic Signature

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

* * *

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

For Contractor: SAN MATEO COUNTY OFFICE OF EDUCATION

<div>DocuSigned by: <i>Nancy Magee</i> 40E4FA24864F4DD...</div>	10/19/2023 3:59 PM PDT	
Contractor Signature	Date	Nancy Magee 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:

Invoicing and Reporting Schedule:

Contractor shall submit reimbursement requests to the County on a quarterly basis on the following dates:

- July – September 2023 invoice due October 31, 2023
- October – December 2023 invoice due January 31, 2024
- January – March 2024 invoice due April 30, 2024
- April – June 2024 invoice due August 15, 2024

Contractor shall submit Progress Reports to the County on the following dates:

- July 1, 2023 – December 31, 2023 progress report due January 31, 2024
- January 1, 2024 – June 30, 2024 progress report due August 31, 2024

Contractor shall provide the following in support of the Big Lift Goals:

Goal 1: Work in collaboration with the County of San Mateo to support collective impact activities for Big Lift partners, and to provide countywide coordination and support for Big Lift pillars.	
a.	Help coordinate and attend meetings with local partners; coordinate meetings with coaches and other agencies providing services to preschool programs; orient programs to requirements; and monitor Big Lift SMCOE budget. Identify service integration and other opportunities that will advance Big Lift goals and improve the quality of the initiative.
b.	SMCOE staff will sit on the Core lead implementation Team and meet regularly to plan and ensure progress in the implementation of The Big Lift. Surface policy and program issues and bring them to Core Team for discussion.
c.	Coordinate and provide fiscal support to Big Lift quality improvement and to preschool programs in order to help them braid The Big Lift with other public preschool funding sources.
d.	Prepare reports, grant applications, and presentations as necessary to support The Big Lift.
e.	Develop, manage, and monitor the annual SMCOE Big Lift budget, determining the best combination of staffing, contractor and other supports to maximize the use of funding to improve early literacy skills.
f.	In partnership with the County, monitor preschool grantee Statements of Work and progress in meeting contract deliverables. Attend and assist in contracting meetings with the County and preschool providers.
g.	Align existing and new Early Learning Support Services (ELSS) strategies to support programs serving children, families, and teachers in Big Lift-eligible communities (e.g., Parent Cafes, Communities of Practice, First 5 EQ+IP, State PRESCHOOL, Quality Rating Improvement System, etc.).
h.	Lead preschool to third grade alignment activities in Big Lift districts and countywide.

Goal 2: Support ~ 95 preschool programs and classrooms in 11 agencies and 7 school district communities to implement language and literacy introduction aligned with the science of reading.

- a. Assist preschool programs in planning the best use of their contract funding based on the results of a variety of data (Individual Growth & Development Indicators (IGDIs, kindergarten readiness, and other assessment data).
- b. Identify, contract with and manage a suite of best-in-class support providers, staff and coaches to provide science of reading aligned language and literacy supports to programs, including professional development, monthly coaching & continuous improvement support, and data review. Organizations and coaches will support ~ 95 preschool classrooms to provide instruction addressing the five core elements/predictors of literacy, with consistency, quality and sufficient dosage/volume. Support providers will also help programs to set up multi-tiered systems of support (MTSS) and related interventions for students who are not meeting age-appropriate benchmarks.
 - i. Monitor literacy supporting organizations and staff/consultants to ensure they are providing high impact support, utilizing data driven improvement cycles, and that training and coaching are aligned with the latest literacy science and practice.
 - ii. Existing support providers include FluentSeeds, Early Learning Corps, the University of Minnesota, the new SMCOE Early Literacy Specialist, and other organizations or consultants TBD.
- c. Plan for and launch a preschool site leadership level professional learning community (PLC) to build the content knowledge and instructional leadership skills needed in agency and site level leaders to sustain science of reading-aligned language and literacy practices.
 - i. Conduct 4-6 preschool leadership PLCs over the course of the year
- d. Support the use of the Online Ages & Stages Questionnaire (ASQ), a developmental screening portal. Hold accounts within the Online ASQ for Big Lift programs and act as the administrator for the linked data hub.

Goal 3: Support 6 districts reaching 550 transitional kindergarten-third grade (TK-3) classrooms to implement language and literacy instruction aligned with the science of reading.

- a. Plan for and launch a TK-third grade district leadership level professional learning community (PLC) to build the content knowledge, instructional leadership skills, and systems building skills needed to shift TK-3 classrooms to instruction aligned with the science of reading.
 - i. Conduct 5-8 leadership PLCs over the course of the year
 - ii. FY 23-24 priority areas of focus include Tier 1 instruction and MTSS systems
- b. Identify district specific early literacy support needs, and find solutions to meet those needs as they surface, utilizing a combination of staff, consultants and/or support organizations
- c. Support the rollout of The Big Lift identified common early literacy assessments: FastBridge & DIBELS
 - i. Ensure districts are meeting requirements related to frequency and type of literacy measures as established in their contracts

- ii. Develop strategies for utilizing the data for both instructional improvements and program evaluation, including the development for dashboard tools for districts and school sites

Goal 4: Oversee data collection, preschool to third grade integrated data strategy & systems, independent initiative evaluation and data driven improvement for all pillars of The Big Lift.

- a. Coordinate the development, maintenance, and customization of Vertical Change for San Mateo County. Vertical Change is a centralized database for The Big Lift preschool initiatives and the Big Lift Inspiring Summers (BLIS) program (and other countywide early learning initiatives). Work closely with database coordinator on all major design elements and specifications, including unique elements identified for independent evaluation of TBL. Integrate Vertical Change and Big Lift data systems with other major early learning efforts, including EQ+IP, Quality Counts, and the California State Preschool Program.
 - i. Train and provide all related technical assistance to preschool programs in the use of Vertical Change. Communicate expectations about year-round data requirements to preschool providers. Monitor data quality and follow-up on missing data issues on an ongoing, year-round basis.
 - ii. Import individual level preschool enrollment and attendance data monthly for ~ 95 classroom sessions
 - iii. Clean and analyze Vertical Change data on a regular basis and integrate it with other data sets to answer key implementation questions about The Big Lift and to respond to requests for information and analyses from The Big Lift stakeholders
- b. Help manage and monitor the BLIS online registration process across 7 districts, including collaborating with the San Mateo County Libraries and the County on BLIS registration
 - i. Collaborate on the continued refinement of the online application, reducing barriers for families while maintaining the collection of accurate information for TBL evaluation
 - ii. Coordinate with the County, BELL, and the San Mateo County Library to integrate data and program needs, including the weekly and program-end transfer of enrollment data, and manage any applicable ranking processes
 - iii. Import registration data to Vertical Change. Train and provide related technical assistance to district BLIS programs in the use of Vertical Change
 - iv. Communicate expectations and timelines about BLIS data requirements to districts
 - v. Monitor data quality and follow-up on missing data issues before, during, and after the program ends, including ensuring attendance data is complete and SSIDs are entered
 - vi. Share BLIS data with BELL, the San Mateo County Library and other partners needed/requested. Analyze BLIS data as needed/requested
- c. Lead, oversee, coordinate and support the implementation of the Brigance universal kindergarten readiness assessment (KRA) in all funded Big Lift districts. Identify and work with district level staff on timeline and logistics; order and disburse Brigance assessment materials; conduct Brigance teacher trainings; roster students in the Brigance Online Management System for all 6 districts; receive completed assessment data from districts; enter and/or transfer assessment data; clean data; provide detailed child level, school level,

and district level reports to the 7 Big Lift districts; integrate new annual data into the 16 KRA dashboards; and analyses of data.
d. Lead, oversee, coordinate and support the implementation of district-wide, parent-completed Kindergarten, First and Second Grade Entry Forms. Consult with districts and partners on the content of the form and any revisions needed from year-to-year; translate the form into languages needed by districts; support incorporation of forms into online administration through the student information systems (SIS) where possible; communicate expectations about the form to districts and monitor implementation; receive completed forms and enter data; clean data; and analyze data.
e. Coordinate, monitor, and receive school district extracts from the 7 Big Lift funded school districts. These extracts will include student level demographic and early literacy assessment data to be used in The Big Lift evaluation effort. Request and receive requested data from school districts at least twice per year; check for completeness, clean as necessary, and analyze.
f. Ensure accurate matching of children across the preschool and K-3 systems in order to implement the preschool to third grade integrated data strategy. Develop and execute sound methodology to ensure that nearly 100% match rate of Big Lift preschool children who enter Big Lift district K-3 systems. Leverage local SIS IDs where possible as part of the approach. (NOTE: This replaces the prior activity related to assigning SSIDs in preschool, which is no longer an effective strategy due to changes in CALPADS).
g. Lead the independent evaluation of The Big Lift. Convene funders, leaders and partners to develop research questions and design an evaluation that addresses those research questions. <ul style="list-style-type: none"> i. Co-lead the selection of vendors, consultants, and/or staff to conduct independent evaluation activities ii. Monitor the implementation of evaluation efforts, and review and provide input on reports iii. Provide cleaned and merged data sets as requested to third parties for independent evaluation analyses and in accordance with data sharing agreements iv. Ensure findings are communicated in accessible, actionable ways to Big Lift stakeholders and the overall community v. Develop data collection strategies that address identified research questions, and work with preschool and school district partners to implement those strategies. Monitor data for completeness, and follow-up on missing data vi. Evaluate impacts of targeted language and literacy instructional improvement efforts on preschool to third grade student outcomes
h. Raise the profile of The Big Lift preschool to third grade (P-3) data driven improvement strategy in regional, statewide, and national forums, serving as a resource to other localities wanting to innovate in the realm of P-3 early childhood integrated data systems (ECIDS).

Goal 5: Provide training, technical assistance, and support on family engagement in Big Lift preschool programs and communities, supporting a deeper and more impactful focus on supporting parents and improving family functioning to support optimal child development.

- a. Coordinate a professional learning community (PLC) that brings together family engagement staff to align, improve, and expand the work of family engagement staff in meeting family needs.
 - i. Support staff to improve practice, integration and alignment in the following areas: intake and assessment, resource and referral, case management and service navigation, parent education to improve parent-child interactions and support child development, trauma informed care, and tracking of family needs and goal acquisition
 - ii. Provide 5-8 sessions of the PLC throughout the school year
- b. Coordinate the provision of high quality, high impact parent education at Big Lift sites. Develop a menu of diverse, evidence-informed options for programs. Negotiate service agreements with consultants and trainers to provide workshop series. Develop quality assurance methods to ensure delivery of trainings follow best practices.
 - i. Identify and become certified in evidence-based parent education series in order to provide train the trainer services to Big Lift programs and expand high quality parent education offerings
 - ii. Provide the Play and Grow positive parenting series at a limited number of Big Lift sites
- c. Host and conduct the Family Development Credential program for 7-10 family support professionals in Big Lift programs, a year-long course that offers quality, sequential training to develop the skills and competencies to work with families effectively
- d. Make CareSolace mental health care coordination services available to all Bog Lift preschool programs, including nonprofit programs. Develop a centralized navigation website for Big Lift programs, train programs in how to use CareSolace, and monitor uptake of services.
- e. Implement the READY4K! text messaging program with Big Lift preschool families. Families will receive weekly text messages with tips for how to promote literacy at home. SMCOE will work with the ParentPowered to administer the intervention, including the transfer of parent cell phone numbers to ParentPowered via Vertical Change, advising on intervention timing, and developing customized local content for enhanced messaging.

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:

I. PERSONNEL (salaries and benefits)	# FTEs	Total
SMCOE Learning & Analytics Manager (.1), SMCOE Data Analysts (1.4), The Big Lift Family Support Specialist (.8), P-3 Literacy Support Specialist (.83) Big Lift Administrative Assistant (.5), benefits at approx. 47%	4.63	\$653,052
II. SUBCONTRACTED PROGRAM SERVICES	Total	
Professional development, language and literacy training and targeted coaching supports, professional development stipends, general Big Lift coaching, database support, kindergarten readiness assessment administration, Reading Corps, positive parenting series, refreshments for directors' meetings, developmental screening supports, Ready4K, family fee schedule modification, and translation support.	\$935,243	
III. INDIRECT (ADMINISTRATIVE) COSTS	Total	
Operating Costs: Materials and supplies, photocopying, printing, postage/shipping, cell phone, background checks, non-capitalized equipment, mileage, travel/conferences, building rental SMCOE indirect rate (11% of personnel)	\$23,536	\$71,836
TOTAL		

\$1,704,

Contractor has agreed to fund the annual cost of the position of Big Lift Executive Director within the Human Services Agency at a fully loaded cost of \$220,933. County and Contractor agree that, rather than the Contractor issuing a separate payment to County for said amount, said amount may be deducted by the County from the Personnel costs listed herein. **Note: The cost for the Executive Director position is already deducted from the total in this agreement.**

