

MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE COUNTY OF SAN MATEO (“COUNTY”), SAN MATEO COUNTY OFFICE OF EDUCATION (“COE”) AND SILICON VALLEY COMMUNITY FOUNDATION (“SVCF”) ESTABLISHING THE SAN MATEO COUNTY EARLY LEARNING AND CARE TRUST FUND IN FURTHERANCE OF THE “BIG LIFT” INITIATIVE

WHEREAS, in 2012, the Peninsula Partnership Leadership Council (PPLC) – a coalition of government, education, nonprofit, foundation and business leaders in San Mateo County – launched The Big Lift to significantly improve children’s third grade reading proficiency through strategic, thoughtful, evidence-based investments in early learning and education.

WHEREAS it is recognized that third grade reading proficiency is essential in promoting the life-long learning skills needed to create productive residents and a prosperous community. Third grade is the year when students make the leap from learning to read to reading to learn.

WHEREAS, the goal of the Big Lift is to increase the percentage of students in San Mateo County who are reading at grade level by the end of third grade from 57% to 80% by 2020.

WHEREAS, the Big Lift targets eleven San Mateo County communities where 2012-13 third grade reading proficiency scores were close to or below the County average – Bayshore, Brisbane, Cabrillo, Jefferson Elementary, La Honda-Pescadero, Pacifica, Ravenswood, Redwood City, San Bruno Park, San Mateo-Foster City and South San Francisco.

WHEREAS, to achieve this 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”:

1. 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. A focus on reducing chronic absences in the early grades, based on research about the importance of attendance in the early years to improving academic outcomes;
3. Development of inspiring summer learning opportunities that enable children to maintain their academic and developmental gains from high-quality preschool throughout the early grades; and
4. Strengthening family and community engagement through investments in strategies that support children’s learning in school and at home.

WHEREAS, the Big Lift is a collective impact collaborative led by three agencies – Silicon Valley Community Foundation (SVCF), the San Mateo County Office of Education (COE) and the County of San Mateo (the County) in which school districts partner with preschool programs and community-based agencies to work toward the long-term goal of third grade reading success through the four pillars of The Big Lift.

WHEREAS, the County appropriated \$10 million in Measure A funds in FY 13-15 to support the Big Lift by establishing the San Mateo County Early Learning and Care Trust Fund. The expenditure

of these funds is contingent upon receipt of matching funds from other sources and a comprehensive expenditure and program plan recommended by SVCF and COE, and adopted by the County Board of Supervisors.

WHEREAS, the Corporation for National and Community Service's Social Innovation Fund (SIF) awarded \$7.5 million to the Big Lift over three years, with the possibility of an additional \$9 million in funding for a fourth and fifth year, pending Congressional appropriations and evidence of the program's success. The SIF requires that its funds be matched locally.

WHEREAS, SVCF, COE, and the County wish to collaborate to lead the Big Lift initiative, determine the implementation of the initiative, evaluate short- and long-term financing options, and review enrollment, progress and outcome data.

WHEREAS, the County, COE and SVCF agree that \$17.5 million has been committed to support the Big Lift through FY 16-17 and will be used to meet the County's matching requirements. Each agency understands and agrees that the County requires 1:1 matching before Measure A funds may be expended. The County is requiring that the \$17.5 million committed to support Big Lift be reduced by 10% to account for unallowable administrative support and overhead costs that will not be counted toward the County's 1:1 match investment. Therefore, the total amount that can be applied as match is \$15.8 million (see attached proposed budget). Each agency further understands and agrees that the County will not be in any way obligated to provide matching funds for any money already appropriated by the County for the Big Lift. Each agency shall cooperate in and support fundraising efforts to meet the County and SIF matching requirements.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, County, COE and SVCF agree as follows:

1. COUNTY OF SAN MATEO RESPONSIBILITIES:

- a. Establish the San Mateo County Early Learning and Care Trust Fund with the funds appropriated from Measure A (\$10 million for FY 2013-15 and \$2.5 million included in the budget for FY 2015-16 and up to \$2.5 million tentatively included in FY 2016-17) to support the Big Lift;
- b. Review the comprehensive expenditure and program plan recommended by SVCF and the COE;
- c. Cooperate in and support fundraising efforts to match funds appropriated by the County and SIF for the Big Lift;
- d. Analyze and reimburse partner agencies upon appropriate expenditures from this fund, retroactive to September 2014; and
- e. Analyze data to determine the success of the efforts undertaken in support of the Big Lift.

2. COUNTY OFFICE OF EDUCATION RESPONSIBILITIES:

- a. Work with SVCF to present a recommended comprehensive expenditure and program plan to the San Mateo County Board of Supervisors for their review and possible adoption;

- b. Cooperate in and support fundraising efforts to match funds appropriated by the County and SIF for the Big Lift;
- c. Administer services from this program to those selected school districts and preschools within San Mateo County; and
- d. Maintain records for program review, evaluation, audit and/or other purposes and make those records immediately available to the County upon request.

3. SILICON VALLEY COMMUNITY FOUNDATION RESPONSIBILITIES:

- a. Present a recommended comprehensive expenditure and program plan to the San Mateo County Board of Supervisors for their review and possible adoption;
- b. Provide administrative and fiscal leadership on grants and matching of funds to meet all funding and reporting requirements;
- c. Prepare and submit all invoices to the County for reimbursement of funds for acceptable or approved expenses. Cooperate in and support fundraising efforts to match funds appropriated by the County for the Big Lift;
- d. Provide bi-annual updates to COE and the County on implementation of program activities, funds raised and fiscal status of initiative.

4. TERM.

The initial term of the MOU shall be from July 1, 2015, through and including June 30, 2017.

5. RIGHT OF TERMINATION.

The County and/or the COE and/or SCVF may terminate this MOU with or without cause effective as of thirty (30) days upon written notice to the other parties..

6. HOLD HARMLESS.

The County shall defend, hold harmless and indemnify the COE, its officers, agents and/or employees and SCVF, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of County, its officers, agents, and/or employees.

The COE shall defend, hold harmless and indemnify County, its officers, agents and/or employees and SVCF, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of COE, its officers, agents, and/or employees.

SCVF shall defend, hold harmless and indemnify County, its officers, agents and/or employees and COE, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of

this MOU and which result from the negligent acts or omissions of SVCF, its officers, agents, and/or employees.

In the event of concurrent negligence of any parties to this MOU or their officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the terms and conditions of this MOU shall be apportioned under California's theory of comparative negligence as presently established or may be hereafter modified.

7. INDEPENDENT CONTRACTOR.

All parties in the performance of this agreement are acting as employees or agents of the State of California, the County of San Mateo, the County Office of Education or Silicon Valley Community Foundation. All parties agree and understand that they do not acquire any of the rights, privileges, powers, or advantages of employees of any other party to this Agreement.

8. INSURANCE.

All parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. 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.

Worker's Compensation and Employer's Liability Insurance. All parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

Liability Insurance. All parties shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for services covered work covered by this MOU 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 each parties' operations under this MOU, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

Comprehensive General Liability	\$5,000,000
Motor Vehicle Liability Insurance	\$5,000,000

9. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

Section 504. All parties shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual 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 this MOU, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.

General Non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this MOU.

Equal Employment Opportunity. All parties 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 MOU. All parties' equal employment policies shall be made available to either party upon request.

Violation of Non-discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this MOU, and /or legal action to recover any Court imposed damages incurred as a result of said violation(s). To effectuate the provisions of this section, the County Manager and Superintendent and SCVF may request authorization to examine employment records relating to this MOU, as the case may be with respect to compliance with this paragraph, and all parties shall not unduly withhold authorization.

Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Superintendent and SCVF shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Other Statutory Compliance. All parties shall comply fully with the nondiscrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth. All services to be performed pursuant to this MOU shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

Compliance with Employee Jury Service Ordinance. All parties shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from their employer,

on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with their respective employer or their employer may deduct from the employees regular pay the fees received for jury service.

10. RETENTION OF RECORDS.

All parties agree to provide to each other, to any federal or state department having monitoring or reviewing authority, to each party's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this MOU, and to evaluate the quality, appropriateness and timeliness of services performed.

All parties shall maintain and preserve all financial records relating to this MOU for a period of seven (7) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.

11. MERGER CLAUSE.

This MOU constitutes the sole MOU of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's dates. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications to this MOU shall be in writing and signed by the parties.

12. CONTROLLING LAW.

The validity of this MOU and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this MOU shall be governed by the laws of the State of California, County of San Mateo.

13. DISPUTE RESOLUTION.

Should any dispute arise out of this MOU, the parties shall first meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve the dispute within twenty (20) days, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties.

14. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to:

a. San Mateo County:

John Maltbie, County Manager
400 County Center
Redwood City, CA 94063
(650) 363-4123
www.smcgov.org

b. County Office of Education:

Anne E. Campbell, San Mateo County Superintendent
101 Twin Dolphin Drive
Redwood City, CA 94065-1064
(650) 802-5300
www.smcoe.org

c. Silicon Valley Community Foundation:

Erica Wood, Chief Community Impact Officer
2440 West El Camino Real, Suite 300
Mountain View, CA 94040-1498
(650) 450-5536
www.siliconvalleycf.org

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

Dated:_____ San Mateo County

By:_____
John Maltbie, County Manager

Dated:_____ County Office of Education

By:_____
Anne Campbell, County Superintendent

Dated:_____ Silicon Valley Community Foundation

By:_____
Erica Wood, Chief Community Impact Officer