October 15, 2014

TO: Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D., Chief Schools Officer
       Student Services Branch

       Lisa Kaufman, Ph.D., Director
       Early Learning Services Department

       Ana Trujillo, Director
       Head Start Program

VIA: Jon R. Gundry
      County Superintendent of Schools

SUBJECT: Request Approval to Accept the FIRST 5 Santa Clara County Race To The Top Early Learning Challenge Grant

Associated Goals
Goal 1. Improve student equity and reduce access discrepancies to high-quality education
Goal 2. Provide support to districts, communities, schools and districts

Background
FIRST 5 Santa Clara County, is providing funding for the Race To The Top Early Learning Challenge grant to the Head Start Program. The Santa Clara County Office of Education Head Start Program will provide quality learning services through training, technical assistance and quality improvement activities through Head Start coaches.

<table>
<thead>
<tr>
<th>BUDGET</th>
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</thead>
<tbody>
<tr>
<td>Personnel &amp; Benefits</td>
<td>$129,008</td>
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<td>Cell phone</td>
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<td>Supplies</td>
<td>$114</td>
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<td>Travel</td>
<td>$1,902</td>
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<td>Equipment and Materials</td>
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<td>Indirect Cost (10.23%)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$150,000</strong></td>
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Fiscal Implications
The Early Learning Services, Early Head Start Program will receive $150,000 to provide quality learning services through training, technical assistance and quality improvement activities. This will include hiring coaches to support the interactions, quality of teaching and service to children and families. It also includes release time for staff to attend.

Requested Action
Approve the acceptance of the FIRST 5 Santa Clara County Race To The Top Early Learning Challenge grant
September 18, 2014

Santa Clara County Office of Education Head Start  
Attn: Laura Keeley-Saldana, Program Operations Manager  
1290 Ridder Park Drive  
San Jose, CA 95131

RE: Contract Agreement 2015-116-004

Dear Laura,

Please find enclosed two originals of the Contract Agreement 2015-116-004 between FIRST 5 Santa Clara County and Santa Clara County Office of Education Head Start for the implementation of Race To The Top coaching services for the term 09/01/14 through 06/30/15.

Please obtain signatures for both originals, retain one for your records and mail the others back to FIRST 5, Attn: Chief Financial Officer.

Please let me know if you have any questions. I can be reached at lee@first5kids.org, or (408) 260-3726.

Sincerely,

Lee Bangphraxay  
Performance Management Coordinator

cc: Contract File
AGREEMENT BETWEEN
FIRST 5 SANTA CLARA COUNTY
AND
SANTA CLARA COUNTY OFFICE OF EDUCATION
HEAD START

This Agreement is between FIRST 5 Santa Clara County, referred to as “FIRST 5”, and Santa Clara County Office of Education Head Start, 1290 Ridder Park Drive, San Jose, CA 95131, referred to as “GRANTEE”, to implement the services as described in Exhibit A, Scope of Work.

Whereas all services provided herein are in furtherance of the goals and objectives in the FIRST 5 Santa Clara County Strategic Plan;

Whereas, in pursuit of the Race to the Top – Early Learning Challenge grant received from California State Department of Education (CDE Grant 12-15181-2567); and

Whereas, on June 19, 2014, the FIRST 5 Commission delegated authority to the Executive Director to negotiate, execute and amend a contract with County Office of Education Head Start for Race to the Top services in Santa Clara County.

Now, Therefore FIRST 5 and GRANTEE agree as follows:

I. GENERAL PROVISIONS

GRANTEE will provide the services described in Scope of Work (Exhibit A) and Project Budget (Exhibit B).

GRANTEE agrees to abide by the FIRST 5 Core Values, which are Collaboration, Innovation, Excellence, Accountability and Respect.

GRANTEE must integrate the provision of services and collaborate with FIRST 5 and its partners as described in the attached Exhibit(s) which are incorporated herein and are a part of this Agreement.
II. TERM OF AGREEMENT AND GRANT AWARD

A) Term of Agreement. This Agreement is effective from September 1, 2014 to and including June 30, 2015.

B) Grant Award. The GRANTEE is awarded a grant not to exceed one hundred fifty thousand ($150,000).

This Agreement is made contingent upon the availability of funding by Race to the Top – Early Learning Challenge grant received from California State Department of Education, CDE Grant 12-15181-2567. If the legislature takes action to reduce or defer the funding upon which this award is based, and then this award will be amended accordingly.

The sub grantee must use Race to the Top-Early Learning Challenge (RTT-ELC) Funds in accordance with the following: 1) activities described in the Action Plans submitted by each consortium to the California Department of Education (CDE); and 2) State and Federal regulations. The misuse of funds could result in discontinued funding, temporary suspension of payments, and/or withholding or payments. In addition, the misuse of funds could result in repayment of funds and termination of the contract/grant.

The Single Audit Act requires that sub grantees obtain a non-federal audit of their expenditures under their federal grants if the sub recipient expends more than $500,000 in federal funds in one fiscal year. The Office of Management and Budget (OMB) Circular A-133 contains the requirements imposed on sub grantees for audits done in connection with the law. The full text of the most recent version of the OMB circular can be found on the white House Web page at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/133revised2007.pdf.

The U.S. Department of Education recommends hiring auditors who have specific experience in auditing Federal awards under the circular and the Compliance Supplement, which can be found on the White House Office of Management and Budget Web page at http://www.whitehouse.gov/omb/circulars/a133compliancesupplement2011.

Sub grantees are also required to obtain a financial and compliance state audit each year that is performed by an independent auditor. The audit shall be performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. If the grantee is subject to the Single Audit requirements, the financial and compliance state audit shall build upon the Single Audit work already done.

The Sub grantee must comply with the requirements that pertain to sub-recipients in Title 2 Code of Federal Regulations, Part 215. In addition, the sub grantee must comply with the attached Exhibit F, CDE General Assurance Certifications.
III. TERMINATION

A) **Termination Without Cause.** Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B) **Termination for Cause.** If FIRST 5 determines that the GRANTEE cannot meet the requirements of this contract, it may terminate this Agreement upon written notice to GRANTEE. The notice will specify the reason for termination and will indicate the effective date of termination. Reasons for termination include, but are not limited to, the following:

1) Material breach of this Agreement by GRANTEE;
2) Violation by GRANTEE of any applicable laws;
3) Assignment of services agreed upon by GRANTEE to a sub-contractor without prior written consent from FIRST 5; or
4) Failure to provide services to FIRST 5’s satisfaction.

C) **Termination Provision.** GRANTEE will deliver to FIRST 5 copies of all materials used or developed for this grant including, but not limited to, all data collection forms, reports and other work performed by GRANTEE under this Agreement. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred to the date of termination.

IV. NON-EXCLUSIVE REMEDIES

Notwithstanding this Agreement, the remedies listed in the Agreement are non-exclusive and FIRST 5 and GRANTEE retain all other rights and remedies they may have under general law, including the right to terminate this Agreement immediately without advance notice if GRANTEE becomes unable to perform its obligations.

V. FISCAL PROVISIONS

A) **Compensation.** FIRST 5 will compensate GRANTEE for services provided under this Agreement in accordance with the Project Budget included as Exhibit B.

B) **Advance Payment Method.** If requested and approved by FIRST 5, GRANTEE may receive an initial 0% advance payment in the amount of $0. In order to receive an advance payment, GRANTEE must submit a request for advance payment on agency letterhead signed by the Executive Director or other authorized agency representative within 30 days upon execution of this Agreement. No additional cash payment will be made to GRANTEE under this Agreement until the advance payment has been expended in full. Advance payments must be applied to costs in accordance with the Scope of Work (Exhibit A), and Budget (Exhibit B) of this Agreement. All advance payments must be fully accounted for in accordance with Section V.E below.
C) **Unspent Funds.** Any funds not expended by the termination date of this Agreement remain with FIRST 5.

D) **Funding Restrictions.** Funds received from FIRST 5 must be used only to fund new levels of service or to supplement existing levels of service. Consistent with the legal requirements of the California Children and Families Act of 1998, no monies for this Program may be used to supplant State or local general fund money for any purpose.

E) **Expense Reports/Invoices.** GRANTEE will provide FIRST 5 with monthly expense reports/invoices on agency letterhead that shall identify the expense report/invoice date, FIRST 5 contract number, billing period, contact name and phone number for billing questions, brief description of services rendered, and expense report/invoice amount. Source documentation verifying expenses, including but not limited to a copy of each subcontractor’s invoice (subcontractor’s invoice must include a line item expenditure report, as backup for payment) shall be included with each expense report/invoice. The expense report/invoice must be accompanied with a line item expenditure report plus a detailed backup documentation summary with copies of supporting documents as specified by FIRST 5. The monthly expense report/invoice shall be signed by the Executive Director or other authorized agency representative with authority to confirm the accuracy of reported expenditures. By signing the expense report/invoice, the Executive Director or other authorized representative verifies the expense report/invoice is correct and in accordance with this Agreement. Expense reports/invoices are due to FIRST 5 within thirty (30) days after the end of each month. The expense report/invoice must be submitted to:

**Chief Financial Officer**  
**FIRST 5 Santa Clara County**  
4000 Moorpark Avenue, Suite 200  
San Jose, CA 95117

FIRST 5 will review expense reports/invoices, verify adherence to Agreement requirements and services, and authorize payment to GRANTEE based upon claims submitted on a cost reimbursement basis, provided that GRANTEE is not in default under any provisions of this Agreement. Payment term is 30 days upon receipt of complete invoice. Advance payments and FIRST 5 reimbursements cannot be used to pay for unauthorized services rendered by GRANTEE or for claimed services, which have not been provided as required by this Agreement.

(a) Payments may be withheld if reports are not submitted according to the schedule as described in this Agreement.

(b) FIRST 5 will not authorize payment if the amount claimed is not in accordance with the provisions of this Agreement.

(c) All payments under this Agreement shall be made directly to GRANTEE. Under no circumstances shall FIRST 5 be required to make payment in any amount pursuant to this Agreement to any other party, including an individual employee or creditor of GRANTEE.
(d) FIRST 5 is not required to reimburse GRANTEE for any expenditure not reported to FIRST 5 within sixty (60) calendar days after the term of the Agreement.

VI. BUDGET JUSTIFICATION

A) **Line Item.** GRANTEE’s charges must be defined by the detailed line item Project Budget (Exhibit B).

B) **Budget Revisions.** GRANTEE may transfer funds between line items established in Exhibit B if the transfers represent less than a 10 percent (10%) change to that item. Deviations exceeding 10 percent of any single category proposed in the line-item budget must receive FIRST 5 written approval before payment to GRANTEE. GRANTEE must submit a request for written approval sixty days prior to each fiscal year end date. FIRST 5 will consider up to two Budget Revision requests for each fiscal year during the term of this Agreement. If the Program costs more than originally specified, the GRANTEE is solely responsible for the excess cost. No line item change may increase the maximum amount of this Agreement.

C) **Limitations to Payments.** FIRST 5 may elect not to make a particular payment or seek repayment of advance payments if:

1) **Misrepresentation.** With or without actual knowledge, GRANTEE misrepresents a material fact with respect to information furnished by GRANTEE, directly or indirectly, to FIRST 5.

2) **Litigation.** There is pending litigation related to the performance of any of GRANTEE’s duties or obligations that may jeopardize or adversely affect the Program.

3) **Unauthorized Actions.** GRANTEE takes any action requiring prior approval under this Agreement, without receiving FIRST 5 written approval.

4) **Default.** GRANTEE is in material default under any provision of this Agreement and has not taken reasonably prompt steps to remedy the item.

5) **Fiscal and Non-Fiscal Reporting.** GRANTEE does not submit the required statements and reports as specified in this Agreement.

6) **Failure to abide by the terms and conditions specified in Agreement.**

7) **Failure to acknowledge FIRST 5 as a funding agent.**

D) **Reimbursement.** GRANTEE can only claim reimbursement from FIRST 5, or apply sums received from FIRST 5, for the specific services outlined in the Scope of Work (Exhibit A) and Budget (Exhibit B). Any money received for services identified in this Agreement from other sources of revenue, such as State reimbursement or fees collected...
for services provided, must be used by GRANTEE to expand, enhance, or build the
capacity of the services. GRANTEE agrees that any funds it receives from other sources
will be disclosed to FIRST 5 and identified in Exhibit B of this Agreement.

E) **Title of Equipment.** Title of equipment or property purchased by GRANTEE in excess
of $5,000, acquired for services described in Exhibit A or B will vest with the
GRANTEE from the date of purchase for the length of the Agreement. At the conclusion
of the Agreement, written certification from FIRST 5 is required to continue ownership.
Without such certification, ownership will vest with FIRST 5. Reasons supporting
certification include, but are not limited to, continued use of the equipment or property
for the services described in Exhibit A.

F) **Materials.** All materials and documents developed or created by GRANTEE with
FIRST 5 funds are the exclusive property of FIRST 5. All rights of title, copyright,
ownership and royalties for such materials vest with FIRST 5.

VII. SERVICE PROVISIONS AND REPORTING REQUIREMENTS

A) **Service Provisions**

1) **Scope of Work (Exhibit A) and Budget (Exhibit B).** GRANTEE agrees to provide
services as outlined in the following:

   a) Scope of Work (Exhibit A)
   b) Budget (Exhibit B)

B) **General Service Requirements**

1) **Service Delivery Plan.** As appropriate, GRANTEE will develop, design, and
implement a written Service Delivery Plan, which may include an Outreach Plan, and
any other program specifics required by and in collaboration with FIRST 5.

2) **Service Coordination.** As appropriate, GRANTEE will ensure coordinated service
delivery to families in collaboration with other service providers.

3) **Provision of Health Outreach, Information, and Referral Activities.** In order to
ensure the health and well being of the 0-5 target population and their families,
GRANTEE must understand and provide basic health and benefit information and
engage in health advocacy with targeted families. Outreach activities should include
information about health and Medi-Cal services that will benefit children to allow
them to lead healthy and productive lives. GRANTEE staff shall explain the benefits
derived from accessing local health, mental health and substance abuse services and
encourage/assist families to utilize these services. GRANTEE staff shall be
knowledgeable regarding available health services, locations of provider sites, and
how families can access services. GRANTEE staff and subcontractors shall assist
families to understand basic Medi-Cal, Healthy Families, Healthy Kids and other
insurance information, and assist families where possible to access these programs. Staff services may include outreach, information, referral, access assistance, and transportation to access eligibility and care.

4) **Sharing Information.** GRANTEE will share innovative approaches and best practices with other FIRST 5 grantees.

5) **Developmental Assets.** FIRST 5 has adopted six Developmental Assets as a guiding framework for all FIRST 5 programs. They are: family support, community cherishes and values children, other adult relationships, home-school connection, early literacy, and positive cultural identity. GRANTEE will integrate the developmental assets approach into its planning, program design, resource allocation, operations and evaluations.

6) **FIRST 5 Branding and Acknowledgement.** GRANTEE must acknowledge FIRST 5 Santa Clara County including the statement, “Funded by FIRST 5 Santa Clara County” in all publications referring to programs funded by this Agreement, including newsletters, program activity, announcements, flyers, websites and in all media coverage. In accordance with FIRST 5 Branding Guide (Exhibit F), GRANTEE agrees to prominently post the FIRST 5 logo and FIRST 5 URL address, and indicate that FIRST 5 has provided funding for the program, service, or equipment, as applicable.

7) **GRANTEE Participation.** GRANTEE must actively participate with other providers to ensure the integration of service delivery. This includes attendance at FIRST 5 meetings, trainings and provider meetings, including but not limited to:

   a) FIRST 5 Service Provider Meetings and other FIRST 5 meetings as appropriate to enhance coordination and integration of services.
   b) FIRST 5 Learning Community trainings.
   c) Site visits by FIRST 5 staff to review service delivery as described in the Scope of Work (Exhibit A) and Budget (Exhibit B).
   d) GRANTEE will designate a representative(s) to participate in all FIRST 5 provider meetings.

8) **Audited Financial Statements.** GRANTEE must submit to FIRST 5 a copy of its most recent audited financial statement and management letter completed in accordance with generally accepted accounting principles within thirty (30) days of the commencement of this Agreement. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

If GRANTEE’s organization does not require audited statements, as part of internal controls, a written verification and copy of the GRANTEE’s IRS Form 990 is required in lieu of audited statements. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.
GRANTEE must ensure that one or more expenses charged to FIRST 5 under this Agreement are included in testing conducted by the GRANTEE’s auditor in the preparation of the GRANTEE’s audited financial statements. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

9) **Employee Policies and Procedures Manual.** GRANTEE must maintain a Policies and Procedures Manual outlining its internal policies and it must include, but not be limited to, hiring, termination, compensation, health benefits and grievance procedures for all its employees.

10) **Sustainability.** GRANTEE must develop a sustainability plan to leverage resources and maximize revenues, and to develop partnerships and pursue other funding opportunities. The plan should identify specific resources and revenue opportunities to supplement, enhance and where necessary, continue, services for children zero through five and their families funded by this Agreement.

11) **Leveraging Requirement.** FIRST 5 recognizes the unique relationship that the GRANTEE has with Medi-Cal eligible families and the expertise of the GRANTEE in identifying, assessing and case managing the health care needs of Medi-Cal eligible families and children it serves. FIRST 5 may require GRANTEE’s participation in federal, state and local leveraging opportunities such as Medicaid Administrative Activities (MAA). Such participation may include appropriate training, reporting and documentation of allowable activities, services and associated costs. Reporting may include written documentation associated with service delivery and related costs, and/or the tracking of staff time through time survey instruments.

12) **Match.** GRANTEE is to provide cash or in-kind match in an amount no less than 0% of Grant Award identified in Section II.B of this Agreement.

**C) Monitoring and Evaluation**

1) **Monitoring.** FIRST 5 will monitor the work performed and financial obligations incurred under this Agreement to determine whether GRANTEE’S operation conforms to the terms of this Agreement.

   GRANTEE agrees to cooperate with FIRST 5 on the implementation, monitoring and evaluation of this Agreement and to comply with any and all reporting, data collection and evaluation requirements established by FIRST 5, including but not limited to submission of reports specified in Exhibit C.

2) **Evaluation.** GRANTEE must participate in research and/or evaluation studies designed by FIRST 5 Santa Clara County and First 5 California to measure the effectiveness and efficiency of GRANTEE’s services and to provide information on GRANTEE’s services. GRANTEE shall work with FIRST 5 to ensure that GRANTEE’s data collection activities meet local and State evaluation and reporting...
requirements. GRANTEE shall cooperate with FIRST 5 evaluation staff and FIRST 5 authorized third party evaluators to:

a) Develop an evaluation implementation plan that defines short and long-term goals and objectives;
b) Obtain agreement on research methods and measurements tools;
c) Develop evaluation protocols that facilitate quality data collection; and
d) Assess progress toward outcomes.

In addition, GRANTEE shall abide by all evaluation expectations and requirements noted in Exhibit A, Scope of Work, and Exhibit C, Reporting, Monitoring, and Evaluation Requirements.

3) **Data Collection.** GRANTEE agrees to perform ongoing qualitative and quantitative data collection and sharing in accordance with FIRST 5 processes to ensure effective service delivery to families in compliance with applicable state and federal law.

**D) Reporting Requirements**

1) **Reports.** GRANTEE shall submit timely reports on its progress in achieving contract objectives as specified by FIRST 5 in Exhibit C.

2) **Year-End Close Requirement.** To facilitate FIRST 5’s preparation of its financial statement in a timely manner, GRANTEE must submit a statement on letterhead, verified and signed by the Executive Director or designee, identifying the total amount of grant funds expended for the annual term, July 1 to June 30, by July 15 of the following fiscal year.

3) GRANTEE may be required to submit other reports not listed in Exhibit C.

**VIII. STANDARD PROVISIONS**

**A) Non-Compliance.** Failure by the GRANTEE to comply with any provision of this Agreement may result in a notice of course correction. Such notice shall indicate the nature of the issue(s) to be reviewed in determining the need for course correction. GRANTEE may have the opportunity to respond or participate in formulating the course correction recommendation. FIRST 5 has the right to require the presence of GRANTEE’s officer(s) or employee(s) at any meeting to discuss course correction.

a) After issuing such notice and considering GRANTEE’s response, if any, FIRST 5 may develop a set of specific course correction recommendations and a timetable for implementing the recommendations. Following implementation of the course correction, the GRANTEE must forward, within the time specified, verification that the course correction recommendations have been implemented.
b) In the event the GRANTEE does not implement the course correction recommendations in accordance with the timetable, FIRST 5 may suspend payments hereunder or immediately terminate this Agreement.

B) Relationship of Parties; Independent Contractor. None of the provisions of this Agreement are intended to create, or be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, except with the written consent of the other party or as explicitly provided under this Agreement. GRANTEE is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

C) Assignment. GRANTEE has been selected to perform services under this Agreement based upon the qualifications and experience of GRANTEE’s personnel. GRANTEE may not assign the rights and obligations without the prior written consent of FIRST 5.

GRANTEE must ensure that appropriately trained, competent staff are assigned to the Program. FIRST 5 must be informed of staffing changes by written notice within ten (10) days of such staffing change; such notice shall include the reason for the change and the background and experience of the new staff assigned to the Program. The GRANTEE is responsible for properly training staff assigned to the Program to ensure the continuity and level of service.

D) Indemnity

1) For public entity Grantees. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code 895.6, or any other statute, regulation or rule, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead FIRST 5 and GRANTEE (Other Public Entity) agree to the following:

a) Claims arising from sole acts or omissions of FIRST 5. FIRST 5 agrees to defend and indemnify the GRANTEE, its agents, officers and employees, (referred to as GRANTEE) from any claim, action or proceeding against the GRANTEE, arising solely out of the acts or omissions of FIRST 5 in the performance of this Agreement. At its sole discretion, GRANTEE may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve FIRST 5 of any obligation imposed by this Agreement. GRANTEE must notify FIRST 5 promptly of any claim, action or proceeding and fully cooperate in the defense.

b) Claims arising from sole acts or omissions of GRANTEE. GRANTEE agrees to defend and indemnify FIRST 5, its agents, employees and representatives (known as FIRST 5) from any claims, action, proceeding against FIRST 5, arising
solely out of the acts or omissions of the GRANTEE, in the performance of this Agreement. At its sole discretion, FIRST 5 may participate at its own expense in the defense of any claim, action or proceeding, but such participation does not relieve the GRANTEE of any obligation imposed by this Agreement. FIRST 5 must notify the GRANTEE promptly of any claim, action or proceeding and cooperate fully in the defense.

c) **Claims arising from concurrent acts or omissions.** FIRST 5 agrees to defend itself and GRANTEE agrees to defend itself, from any claims, action, proceeding arising out of the acts or omissions of FIRST 5 and GRANTEE. In such cases, FIRST 5 and GRANTEE agree to retain their own legal counsel and bear their own defense costs, and waive their right to seek reimbursement of such costs from one another except as provided in Section VIII.C.1.e.

d) **Joint defense.** Notwithstanding Section VIII.C.1.c above, when FIRST 5 and GRANTEE agree in writing to a joint defense, FIRST 5 and GRANTEE may appoint a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of FIRST 5 and the GRANTEE. FIRST 5 and the GRANTEE agree to share costs of such a joint defense and agreed settlement or resolution in equal amounts, except as provided in Section VIII.C.1.e below. FIRST 5 and the GRANTEE further agree that neither party may bind the other to any settlement or resolution without written consent from both FIRST 5 and the GRANTEE.

e) **Reimbursements and or Reallocation.** In the event that a court or agreed third party arbitrator determines the comparative fault of the parties, FIRST 5 and GRANTEE may seek reimbursement based upon the comparative fault allocation or determination.

2) **For non-public entity Grantee.** The GRANTEE must defend, indemnify and hold harmless FIRST 5, its Commissioners, committee members, employees, agents, and volunteers from any claims, demands, penalties, losses, damages, obligations, causes of action, judgments, expenses, costs (including attorney’s fees), liabilities of every kind and nature whatsoever, arising out of or in any way connected to the performance of this Agreement and any act or omission of the GRANTEE or those of its officers, agents, employees and subcontractors. This indemnification provision will apply to any acts of omission, or negligent conduct whether active or passive on the part of the GRANTEE and its officers, agents, employees and subcontractors, but the GRANTEE is not obligated to indemnify FIRST 5 for claims arising from the sole negligence or willful misconduct of FIRST 5. It is the intent of the parties to this Agreement to provide the broadest possible coverage to FIRST 5.

E) **Insurance.** Without limiting the indemnification of FIRST 5 under this Agreement, GRANTEE will maintain or cause to be maintained the following insurance coverage: (1) a policy of commercial general liability with limits of liability not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate, (2) a policy of worker’s compensation providing statutory coverage, and (3) liability insurance for licensed professionals and other insurance as necessary to insure it against any claim for damages arising under this Agreement, errors, and omissions. A
program of self-insurance may satisfy the requirements of this provision when the GRANTEE is a public entity.

Within fifteen (15) business days after execution of this Agreement, GRANTEE must provide a Certificate of Insurance certifying required coverage has been obtained or is in full force at the commencement of the term of the Agreement. Insurance afforded by the commercial general liability policy will be endorsed to provide coverage to FIRST 5 as an additional insured. GRANTEE will immediately notify FIRST 5 of any change in insurance coverage during the term of the Agreement. Public entities (county departments, cities, school districts, etc.) are exempt from this requirement.

F) **Subcontracts.** FIRST 5 must approve all subcontracts prior to their execution, unless subcontractor is already specified as an approved Provider in the attached Exhibit A.

1) All subcontracts must be in writing using language approved by FIRST 5 and signed copies must be provided to FIRST 5 within 15 days of signature.
2) All subcontracts must require that all the terms and conditions of this agreement apply to the subcontractor.
3) No payment to reimburse costs incurred by a subcontractor will be made under this Agreement until all required subcontracts are signed and copies given to FIRST 5.
4) No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this Agreement.
5) GRANTEE will monitor subcontractors on a regular basis in accordance with FIRST 5 monitoring procedures to ensure compliance with the terms and conditions of this Agreement and all related reporting requirements. GRANTEE will provide records of the subcontractors’ compliance as requested.
6) GRANTEE assures that the subcontractor(s) maintains current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and will provide copies of such to FIRST 5 upon request.
7) All subcontractors will be paid by GRANTEE on a cost reimbursement basis.
8) GRANTEE will provide FIRST 5 with records of reimbursement to subcontractor(s) for obligations incurred under subcontract upon request. The amount of reimbursement funded by FIRST 5 is not to exceed the amounts itemized on Exhibit B of this Agreement.
9) FIRST 5 has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.

G) **Conflicts of Interest.** In accepting this Agreement, GRANTEE affirms that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services. GRANTEE further agrees that in the performance of this Agreement, it will not employ any contractor or person having a conflict of interest.

H) **Nondiscrimination.** GRANTEE will not discriminate against any subcontractor, employee, applicant for employment, or recipient of services because of race, color,
national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, medical condition, political beliefs, organizational affiliations, or marital status.

I) Religious Activities. There will be no religious worship or instruction in connection with the performance of this Agreement. GRANTEE will accommodate children of all faiths who desire to express their religious beliefs. Expenditures of FIRST 5 funds for religious services or practices are prohibited.

J) Cultural Diversity. GRANTEE agrees to serve children from all cultures, provide evidence of culturally and linguistically competent practices/materials and adhere to the "Principles on Equity" (Exhibit E), which define diversity to be inclusive of children prenatal to five years of age, regardless of immigration status, who: are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; or have disabilities and other special needs.

K) Confidentiality. FIRST 5 and GRANTEE agree to maintain confidentiality of all information and records regarding program participants and their families obtained in the course of providing services, in compliance with federal and state law.

L) Legal Requirements. GRANTEE must comply with all applicable federal and state statutes, local rules, regulations, and laws relating to its performance under the Agreement. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this Agreement prior to the date of commencement.

M) Changes and Amendments. FIRST 5 and GRANTEE may modify this Agreement by written amendment signed by the parties.

N) Documents and Records. GRANTEE will maintain complete and accurate records of its operations including records required by FIRST 5. Records are to include but are not limited to financial records, supporting employment documentation, client statistical records, and all other records related to the GRANTEE's performance under this Agreement.

1) GRANTEE must maintain records verifying and report that all employees and volunteers interacting with children and families through this Agreement completed Live Scan criminal history background checks and any additional screening as required by law. GRANTEE will indemnify FIRST 5 in accordance with Section VIII.D for any liability arising out of or in anyway connected with GRANTEE's failure to adequately conduct background screening and checks on GRANTEE's employees and volunteers.

2) GRANTEE agrees to permit FIRST 5 or designated representative and/or any authorized County or State Agency to audit, inspect, review, and copy all records, notes and writings of any kind in connection with the services provided by GRANTEE under this Agreement to the extent permitted by law and in compliance
with the Health Insurance Portability and Accountability Act (HIPAA) regulations, if applicable. All such inspection and copying may occur during normal business hours. Upon request, GRANTEE will supply copies of requested documentation to FIRST 5.

3) All records, books, reports and documentation must be retained by GRANTEE for three (3) years after termination of this Agreement or until all federal, state and FIRST 5 audits are completed, or until all disputes, litigations or claims are resolved, whichever is later.

O) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

P) Severability. If any provision of this Agreement is found by a court to be void, invalid or unenforceable, this Agreement will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Agreement.

Q) Governing Law. This Agreement is executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

R) Waiver. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be expressly stated in writing, and apply to the specific instance.

S) Notices. All notices required by this Agreement will be given in writing and delivered personally or by United States mail, postage prepaid, addressed to the other party at the address below.

To GRANTEE:  Santa Clara County Office of Education Head Start
              Laura Keeley-Saldana, Program Operations Manager
              1290 Ridder Park Drive
              San Jose, CA 95131

To FIRST 5:    FIRST 5 Santa Clara County
               Chief Financial Officer
               4000 Moorpark Ave, Suite 200
               San Jose, CA 95117

T) Entire Agreement. This document represents the entire Agreement between the parties with respect to the subject matter. No other understanding, oral or otherwise, regarding this Agreement will be deemed to bind the parties to this Agreement.
In Witness Thereof, FIRST 5 and GRANTEE have executed this Agreement on the dates indicated.

GRANTEE APPROVAL

Signature
Jon R. Gundry
County Superintendent of Schools

Date

Tax Identification No.: 77-0272168

FIRST 5 SANTA CLARA COUNTY APPROVAL

Signature
Jolene Smith
Chief Executive Officer

Date 9/17/2014

Exhibits to this Agreement:

Exhibit A, Scope of Work
Exhibit B, Budget
Exhibit C, Sample Invoice and Expenditure Report
Exhibit D, Principles on Equity
Exhibit E, FIRST THINGS FIRST Brand Identity Guide for FIRST 5 Santa Clara County
Exhibit F, California Department of Education General Assurances and Certifications
EXHIBIT A

Agreement Between FIRST 5 Santa Clara County and Santa Clara County Office of Education Head Start
Contract #: 2015-116-004
Scope of Work

<table>
<thead>
<tr>
<th>FIRST 5 Program Service Area</th>
<th>Quality Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Description/Objective</td>
<td></td>
</tr>
</tbody>
</table>

Santa Clara County Office of Education Head Start (SCCOE HS) will provide quality learning services through training, technical assistance and quality improvement activities as part of the Race to the Top – Early Learning Challenge Project (RTT-ELC) and Quality Rating and Improvement Systems (QRIS) in Santa Clara County.

This project is funded by, and shall adhere to all terms and conditions of, the Race to the Top – Early Learning Challenge grant received from California State Department of Education, CDE Grant 12-15181-2567.

<table>
<thead>
<tr>
<th>M#</th>
<th>Milestone Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hire/maintain culturally and linguistically appropriate and highly qualified staff required to provide quality learning services through training, technical assistance and quality improvement activities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T#</th>
<th>Task Description</th>
<th>Deliverable</th>
<th>Staff Assigned</th>
<th>Start Date</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>SCCOE HS will hire/maintain culturally and linguistically appropriate and highly qualified staff required to provide quality learning services through training, technical assistance and quality improvement activities, as specified in Exhibit B, Budget.</td>
<td>Staff</td>
<td>SCCOE HS</td>
<td>9/1/14</td>
<td>6/30/15</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>M#</th>
<th>Milestone Description</th>
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<tbody>
<tr>
<td>2</td>
<td>Provide quality learning services through training, technical assistance and quality improvement activities.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>T#</th>
<th>Task Description</th>
<th>Deliverable</th>
<th>Staff Assigned</th>
<th>Start Date</th>
<th>Target Date</th>
</tr>
</thead>
</table>
| 2a | Provide coaching and technical assistance to 8 Race to the Top Phase 2/CSP 2 classrooms, including the following:  
- Anne Darling Room 7  
- Anne Darling Room 8  
- San Jose Room 1  
- San Jose Room 2  
- Alum Rock Room 1 | Coaching and technical assistance | Coach       | 9/1/14     | 6/30/15     |
<table>
<thead>
<tr>
<th>M#</th>
<th>Task Description</th>
<th>Deliverable</th>
<th>Staff Assigned</th>
<th>Start Date</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Fiscal and Reporting:</td>
<td>Invoice/ Report</td>
<td>SCCOE HS</td>
<td>9/1/14</td>
<td>6/30/15</td>
</tr>
<tr>
<td>5a</td>
<td>- Submit quarterly invoices to FIRST 5 for payment. Sample invoice and expenditure report are included as Exhibit C.</td>
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<tr>
<td></td>
<td>- Prepare and maintain accurate financial records.</td>
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<td></td>
<td>- Coordinate the timely submission of financial data for FIRST 5's year-end close.</td>
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<tr>
<td></td>
<td>- Per the Single Audit Act, SCCOE HS is required to obtain a non-federal audit of expenditures under federal grants if more than $500,000 in federal funds is expended in one fiscal year. The Office of Management and Budget (OMB) Circular A-133 contains the requirements imposed for audits done in connection with the law. The full text of the most recent version of the OMB circular and be found on the White House Web page at: <a href="http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf">http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf</a>.</td>
<td></td>
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<tr>
<td></td>
<td>- The Single Audit for RTT ELC grant shall be submitted to FIRST 5 within 15 days after the receipt of the auditor's report(s) or within six months after the close of fiscal year.</td>
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<tr>
<td></td>
<td>- Submit quarterly status update on the progress of milestones in this scope of work.</td>
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</tr>
<tr>
<td>M#</td>
<td>Milestone Description</td>
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<tr>
<td>6</td>
<td>Align outreach strategies with FIRST 5's communication plan to promote healthy childhood development and early/family literacy for children prenatal through age 5 in Santa Clara County.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>T#</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a</td>
<td>The following communications activities will be conducted:</td>
</tr>
<tr>
<td></td>
<td>• For all collateral and promotional material created by partner agency, including but not limited to, program brochure, annual report, event and non-event flyers, email blast, newsletter, ads for radio, television, newspaper, magazine and internet banners, acknowledgement of FIRST 5 as a funder will be highlighted with the FIRST 5 logo and the following statement: &quot;Funded by FIRST 5 Santa Clara County.”</td>
</tr>
<tr>
<td></td>
<td>• For all collateral and promotional material created by partner agency, adhere to FIRST 5 Brand Identity Guide specified in Exhibit E.</td>
</tr>
<tr>
<td></td>
<td>• At all events organized by agency, including fundraising events, FIRST 5 will be acknowledged in the collateral materials as a funder of the agency. FIRST 5 also have an option to host a resource table and banner, if appropriate.</td>
</tr>
<tr>
<td></td>
<td>• Disseminate FIRST 5 collateral material on a regular basis.</td>
</tr>
<tr>
<td></td>
<td>• Provide FIRST 5 the opportunity to review and provide input on all marketing materials related to FIRST 5’s funding before printing and/or distribution. Recommend 3-5 days for approval.</td>
</tr>
<tr>
<td></td>
<td>• Include FIRST 5 Communications staff and PML on mailing lists for agency newsletters and all promotional material related to FIRST 5 funded programs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Staff Assigned</th>
<th>Start Date</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>All materials related to FIRST 5-funded programs</td>
<td>SCCOE HS</td>
<td>9/1/14</td>
<td>6/30/15</td>
</tr>
</tbody>
</table>
### Budget

**Contractor:** Santa Clara County Office of Education Head Start  
**Contract #:** 2015-116-004  
**Fiscal Yr:** 2014/2015

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Quality Learning</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Coach J Ponce (1 FTE)</td>
<td>$ 47,380</td>
<td>Coach J Ponce will provide on site coaching and training/technical assistance for term Sep 2014 - May 2015.</td>
</tr>
<tr>
<td>(b) Coach C Tran (1 FTE)</td>
<td>$ 44,147</td>
<td>Coach C Tran will provide on site coaching and training/technical assistance for term Sep 2014 - May 2015.</td>
</tr>
<tr>
<td>(c) Payroll Taxes and Benefits</td>
<td>$ 37,481</td>
<td>Payroll taxes and benefits at approx 41%.</td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td><strong>$ 129,009</strong></td>
<td></td>
</tr>
<tr>
<td>II. Other Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Facilities</td>
<td>$ 720</td>
<td>Cell phones, $40/mo for 9 months.</td>
</tr>
<tr>
<td>(e) Program Supplies</td>
<td>$ 114</td>
<td>Printing/duplicating of materials, handouts, and other teacher materials.</td>
</tr>
<tr>
<td>(f) Equipment (&gt;=$5,000)</td>
<td>$ -</td>
<td>N/A</td>
</tr>
<tr>
<td>(g) Equipment (&lt;=$5,000)/Maintenance</td>
<td>$ -</td>
<td>N/A</td>
</tr>
<tr>
<td>(h) Travel</td>
<td>$ 1,902</td>
<td>Mileage and conference travel expenses.</td>
</tr>
<tr>
<td>(i) Consulting / Professional Services</td>
<td>$ -</td>
<td>N/A</td>
</tr>
<tr>
<td>Subcontracts (List)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(j) Subcontractor 1</td>
<td>$ -</td>
<td>N/A</td>
</tr>
<tr>
<td>Miscellaneous (List)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(k) Quality Improvement</td>
<td>$ 4,335</td>
<td>Funds for purchase of materials/equipment identified through ECERS and CLASS assessments, and QIP/WELS to implement quality curriculum in classroom setting.</td>
</tr>
<tr>
<td>Administrative Overhead</td>
<td>$ 13,921</td>
<td>Administrative Overhead at 10.23%</td>
</tr>
<tr>
<td><strong>Total Other Expenses</strong></td>
<td><strong>$ 20,992</strong></td>
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<tr>
<td><strong>Total Grant Expenses</strong></td>
<td><strong>$ 150,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Match</strong></td>
<td>$ -</td>
<td>No match contribution.</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ 150,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

1Please include in-kind - non-cash contributions (which directly benefit a project) by the grantee or another party other than the funder (volunteer services, equipment use, facilities use, staff time or other resources, as distinguishable from a monetary grant) - and cash - monetary grants from third party funders.
**INVOICE TEMPLATE**

**Invoice Date:**

**Bill To:** Chief Financial Officer  
FIRST 5 Santa Clara County  
4000 Moorpark Ave, Suite 200  
San Jose, CA 95117

**Contract #:**

**Payee Name:**

**Payee Mailing Address:**

**Payee Contact:**

**Billing Period:**  
**Begin Date:**  
**End Date:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
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</table>

**Invoice Total:**

**Signature**

{Name and Title of Authorized Representative}  
**Date**
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Jul 2014 Expenses</th>
<th>YTD</th>
<th>Budget</th>
<th>Budget Remain</th>
<th>% Expended</th>
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<tr>
<td>I. Personnel</td>
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</tr>
<tr>
<td>(1) Staff 1</td>
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<tr>
<td>(2) Staff 2</td>
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<td>(3) Staff 3</td>
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<td>(4) Staff 4</td>
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<tr>
<td>(5) Staff 5</td>
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<tr>
<td>(6) Staff 6</td>
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<tr>
<td>(7) Payroll Taxes and Benefits</td>
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<tr>
<td>Total Personnel</td>
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<tr>
<td>II. Other Expenses</td>
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<tr>
<td>(8) Facilities / Telephone</td>
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<tr>
<td>(9) Program Support</td>
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<tr>
<td>(10) Program Supplies</td>
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<tr>
<td>(11) Equipment (&gt; $5,000)</td>
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<td>(12) Equipment (&lt; $5,000) / Maintenance</td>
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<td>(13) Travel</td>
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<td>(14) Consulting / Prof Services 1</td>
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<td>(15) Consulting / Prof Services 2</td>
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<td>Subcontracts (List)</td>
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<td>(16) Subcontractor 1</td>
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<td>(18) Misc 1</td>
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<td>Indirect Costs</td>
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<td>Total Other Expenses</td>
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<tr>
<td>Total Grant Expenses</td>
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<tr>
<td>Match 1</td>
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<tr>
<td>Grand Total</td>
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Principles on Equity

ADVISORY COMMITTEE ON DIVERSITY
CALIFORNIA CHILDREN & FAMILIES COMMISSION
(Approved by the State Commission on October 18, 2001)

Recognizing significant gaps and disparities in the provision of services for children and their families and as observed in educational, health and other outcomes, the State Commissioners adopted a resolution in November, 1999, demonstrating its commitment and leadership towards taking proactive steps to ensure that California children and their families from diverse populations, including children with disabilities and other special needs, are an integral part of the planning and implementation of Proposition 10. By the following summer (July 2000), the State Commissioners had established the Advisory Committee on Diversity to serve as their policy advisors on issues related to diversity and equity. For Prop 10, diversity has been defined to be inclusive of children prenatal to five years of age, regardless of immigration status, who:

- Are from different ethnic, linguistic, cultural, socio-economic, religious, geographical and/or other historically or currently under-served communities; or
- Have disabilities and other special needs.

The Advisory Committee on Diversity is responsible for advising the State Commission in fulfilling its mission to adopt policies and practices that equitably provide California’s children (prenatal to 5) from diverse backgrounds and abilities with accessible, family-friendly, culturally competent, quality early childhood services and programs designed to help them reach their full potential and prepare them for positive educational and life experiences. To achieve this vision, it is critical that parents and other caregivers of children from diverse backgrounds and with diverse abilities have meaningful roles in the planning, delivery and evaluation of Prop 10 initiatives. When historically marginalized groups have a voice in shaping the systems that affect the lives of their children, we can expect cutting-edge and powerful changes. The Advisory Committee on Diversity is confident that only through this increased level of involvement and system improvements will equity be achieved.

The Advisory Committee on Diversity determined at its second meeting (November 2000) that its work must begin with the development of Equity Principles, which were originally referred to as Diversity Principles. The State Commission is the primary audience for these Equity Principles; the principles will be used to guide their policy work and funding decisions. Additionally, the Equity Principles are intended for use by the CCFC staff and contractors. Although the Principles are not mandates, they can serve as guidelines to ensure that the programs and services established and supported by Prop 10 funds are both culturally and linguistically competent and inclusive in serving children with disabilities and other special needs.

The Committee also developed these Equity Principles with the local audience in mind and in response to the County Commissions’ requests for support in this area. The Advisory Committee on Diversity feels strongly that the Equity Principles will be beneficial to the children and families served through local programs funded by the County Commissioners.

The Advisory Committee on Diversity firmly believes that through assuring improved programs and access for children and their families from diverse backgrounds and with diverse abilities, the services for all children in California will be better served. We offer these Principles to assist the
State Commission in fulfilling its commitment to all children and hope that others throughout California will also adopt them. There are four major components to the Diversity Principles:

1. Inclusive Governance and Participation
2. Access to Services
3. Legislative and Regulatory Mandates
4. Results-based Accountability

The Advisory Committee approved the Equity Principles on June 29, 2001. It is anticipated that the Committee will periodically review and update the Principles.

**Inclusive Governance and Participation**

Prop 10 recognizes that children develop within the context of their families and communities, and as such, it is essential that Prop 10 programs secure and obtain meaningful participation and input of the families and other caregivers of children from diverse backgrounds and with diverse abilities throughout all program development and implementation phases. Prop 10 programs should:

- Use culturally- and linguistically-appropriate outreach strategies, as well as approaches effective in reaching parents of children with disabilities and other special needs and parents who themselves may have disabilities;
- Assure that all diverse groups, particularly those who have been traditionally underrepresented
- Use community organizations, both formal and informal networks, and other communication vehicles that have been effective in reaching out to and serving diverse groups;
- Promote and support the development of emerging parent and community leaders; and
- Assure that families representing diverse groups participate equitably in the planning, delivery and evaluation of initiatives, which includes the grant criteria process, advisory groups and other committees.

**Access to Services**

To assure that children from diverse backgrounds and with diverse abilities have access to high quality and culturally competent early care and education/development opportunities as a critical means for achieving equity, Prop 10 funded programs should:

- Set measurable goals and objectives for increasing access and achieving equity;
- Use culturally and linguistically relevant methods of communication and community outreach, which include engaging, respected community persons to promote messages;
- Assure that programs provide access to information, resources and support regarding their child’s development, including strengths and needs for all families;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze disaggregated community demographic data
(ethnicity, disabilities, language, age, socio-economic status, literacy levels, underinsured/uninsured rates, etc.). Use these assessment and data to establish priority-desired results and to design program that will remove disparities and attain desired results;

- Provide information and support through culturally and linguistically responsive service providers and service providers who are knowledgeable about children with disabilities and other special needs and their families;

- Promote collaboration across disciplines, service delivery systems and communities. This includes implementation of a coordinated service delivery approach to young children, especially children with disabilities and other special needs and their families who are often served by a variety of agencies, programs, and service providers;

- Develop print, audio-visual, and electronic materials that are culturally and linguistically relevant for all communities served, are written at appropriate literacy levels, and are available for specialized populations (e.g., Braille, closed captioning);

- Schedule services in accordance with family needs and situations (work schedules, time of the year, language, transportation, etc.);

- Support programs that are individualized to address the cultural and linguistic diversity, as well as the range of ability levels and behavioral and learning styles that are representative of California’s children and families;

- Ensure availability of adapted and specialized services and supports as needed to assure full participation for all children and their families. Individualization of services and supports for all families are critical to actively support a child’s learning experiences in natural environments to the maximum extent appropriate;

- Demonstrate awareness of, and referrals to, services, resources and other supports available for children with disabilities and other special needs and their families;

- Demonstrate a commitment to promote a workforce that has skills, knowledge of, and reflective of the children and families being served, and a workforce that is knowledgeable about and supportive of children with disabilities and other special needs and their families;

- Demonstrate that staff who work with or on behalf of children and their families display a positive attitude about working with children with disabilities and special needs as well as children from culturally and linguistically diverse backgrounds; and

- Promote policies to assure training and technical assistance necessary to improve knowledge, attitudes and skills of all involved with the Commission and build their capacity to work within culturally and linguistically diverse communities, and serve as well as to work more effectively in serving the range of abilities, behavioral and learning styles that are representative of California’s children.

**Legislative and regulatory mandates**

Agencies must adhere to all legislative, regulatory and accreditation mandates pertinent to the provision of services to children from diverse backgrounds and with diverse abilities. Prop 10 programs should:
Embrace the spirit of the law;
Demonstrate leadership in assuring that all staff receive training, are knowledgeable about pertinent legislative and legal mandates and have the skills and resources necessary to implement required modifications or enhancements to services or facilities;
Inform parents of their rights and responsibilities as well as those of their children;
Offer its services to all children and their families regardless of immigration status (California Children and Families Commission Resolution –June 24, 1999); and
Be held accountable for their compliance with key laws and other related mandates, for example:

- Title VI of the Civil Rights Act of 1964: requires linguistic access via qualified interpreters and translated materials at no cost to the individual;
- Americans with Disabilities Act 1990 (ADA): prohibits discrimination on the basis of disability and promotes equal access, building modifications, hiring practices for persons with disabilities;
- Language Access Laws i.e., Dymally-Alatorre Bilingual Services Act (CA); imposes direct obligations state/local governmental agencies to provide appropriate translation services for languages spoken by 5% or more of population served;
- Individuals with Disabilities Education Act (IDEA) establishes special education and coordinated, family centered service delivery systems for children with disabilities from birth through age 5 through several programs e.g., California’s Early Start Program, California Department of Education’s Preschool Special Education Program; and
- Executive Order 13166: issued on August 11, 2000 to provide meaningful access to Limited English Proficient (LEP) individuals to federally assisted and federally conducted programs and activities.

Results-based Accountability

Prop 10 programs will have well defined and meaningful outcomes that benefit children from diverse backgrounds and with diverse abilities and thus should:

- Commit to attaining their stated program outcomes realizing that their results are crucial to ongoing sustainability and advocacy;
- Allocate sufficient resources to support accountability and evaluation activities;
- Use program planners, evaluators and other experts who are knowledgeable about children’s differing abilities, and who are culturally competent in regards to the population(s) served in developing effective assessment and evaluation tools and methods;
- Conduct assessments that include assets, challenges, and gaps in communities and systems, as well as analyze community demographics
(ethnicity, disabilities, language, age, socio-economic status, etc.);

➤ Assess regularly its inclusive governance process and provide updates on the extent of the family involvement and engagement throughout all phases of program development (planning, implementation and evaluation);

➤ Use culturally and linguistically appropriate questions, instruments and other research methods to collect relevant data from the populations and communities served;

➤ Include questions on disabilities and other related issues in surveys and other evaluation and research tools/instruments;

➤ Collect and report disaggregated data (e.g., ethnicity, disabilities, language, age, socioeconomic status, etc.) describing children and families served and the achievement of access, equity and desired child/family results;

➤ Recognize that accountability and results are crucial to ongoing advocacy and sustainability; and

➤ Disseminate best practices and promising practices for the benefit of all children and their service providers throughout California.
FIRST THINGS FIRST
Brand Identity Guide for
FIRST 5 Santa Clara County

FIRST THINGS FIRST Brand Identity Guide for FIRST 5 Santa Clara County is available at the following address:

General Assurances

California Department of Education General Assurances and Certifications

The Assurances and Certifications are requirements of grantees as condition of receiving funds. Grantees do not need to sign and return the general assurances and Certification with the grant award; instead, they must download them and keep them on file to be available for compliance with reviews, complaints, investigations, or audits.

1. California Department of Education General Assurance and Certifications for fiscal year 2011-12. Programs and services are and will be in compliance with Title VI and Title VII of the Civil rights Act of 1964; the California Fair Employment Practices Act, Government Code 11135; and Chapter 4 (commencing with 30) of Division 1 of Title 5, California Code of Regulations (CCR).

2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity administered by the grantee will be conducted in compliance with provisions of Chapter 2, (commencing with 200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the Education Code, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.

3. Programs and services are and will be compliance with affirmative action provisions of the Education Amendments of 1972.

4. Programs and services are and will be in compliance with age Discrimination Act of 1975.

5. Programs and services for individuals with disabilities are in compliance with the disability laws. (PL105-17; 34 CFR 300, 303; and Section 504 of the Rehabilitation Act of 19733.

6. When federal funds are made available, they will used to supplement the amount of state and local funds that would, in the absence of such federal funds be made available for the used specified in the state plan, and in no case supplant such state or local funds. (20 USC 6321(b)(1); PL 107-110 1120A(b)(1))

7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this grant will be met by the grantee in its administration of each program.
8. The grantee will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (CCR T5, 4202).

9. The grantee will make reports to the state agency as my reasonable need necessary to enable the state agency to perform its duties and will maintain such records and provide access to those records a the state agency deems necessary. Such records will include, but will not be limited to records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided form other sources, and such other records as will facilitate and effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 34 CFR 80.42).

10. The grantee declares that it neither used nor will use federal funds for lobbying activities and herby complies with certification requirements of 34 CFR Part 82.

11. The grantee has complied with the certification requirement under 34 CFR Part 85 regarding debarment, suspension and other requirements for a drug-free workplace, (34 CFR Part 85).

12. The grantee will provide the certification on constitutionally protected prayer that is required by PL 107-110, 9524 and 20 USC 7904.

13. The grantee will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC 7846(a)(3)(B))

14. Programs and services are and will be in compliance with Section 8355 fo the California Government code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.

15. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or form using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership On Reducing Text Messaging While Driving,” October 1, 2009.