WHEREAS, the San Mateo Superintendent of Schools "County Superintendent" is the administrator of the San Mateo County early childhood program Quality Rating and Improvement System (QRIS) Pilot, through an agreement and grant with First 5 San Mateo County which is part of California's federally funded Race-to-the-Top Early Learning Challenge QRIS Pilot; and

WHEREAS, City of Menlo Park, "Agency" has elected to participate for their site, Bellehaven Child Development Center, in the San Mateo County Quality Rating and Improvement System Pilot "San Mateo County QRIS Pilot;" and

WHEREAS, the purpose of the San Mateo County QRIS Pilot is to improve the quality of early learning programs and the school readiness of children in San Mateo County by testing the efficacy of California's QRIS Framework;

THEREFORE, this Agreement is made and entered into by and between the Agency and the County Superintendent pursuant to the implementation guidelines and requirements of California's Race-to-the-Top Early Learning Challenge (RTT-ELC) QRIS Pilot, the Bay Area Regional QRIS Consortia, and the First 5 San Mateo grant received by the County Superintendent.

The parties hereby agree to the following:

1) The term of the agreement is from November 15, 2014 through June 30, 2015, unless terminated earlier by the County Superintendent.

2) The County Superintendent will administer the San Mateo County QRIS to provide:

- an orientation to the QRIS guidelines, framework, rating process and quality supports;
- evidence-based trainings to support programs to meet specific QRIS elements;
- assessments using the Classroom Assessment Scoring System (CLASS) and the appropriate Environmental Rating Scale (ERS), conducted by external reliable assessors;
- a quality rating visit for verification and document review;
- a coach to assist the Director and Lead Teacher, or Family Child Care Provider of a participating site to create and implement a Quality Improvement Plan based the assessment findings and program goals;
- a program grant, teacher stipends, or other resources to implement specific activities called for in the participating site's Quality Improvement Plan (subject to availability of funding and level of site participation in quality improvement); and
- public recognition and celebration of participating sites including an emblem for display.
3) The Agency will:
   • designate the early learning sites that will participate;
   • remain licensed and in good standing with no “Zero Tolerance” violations, non-compliance conferences or administrative action being taken, or in the process of being taken, or, if legally license-exempt, maintain those requirements;
   • ensure that Directors and/or Lead teachers, or Family Child Care Provider will be available for necessary meetings (i.e. orientation, coaching appointments, two (2) assessment visits, and quality rating verification visit);
   • provide the San Mateo County QRIS Pilot with the requested program data and documents for review and verification as requested;
   • ensure that Quality Improvement Plans are informed by assessment findings and created through a collaborative process, involving Director and Lead Teacher or Family Child Care provider and QRIS coach;
   • commit to sustained progress on Quality Improvement Plans over the term of the agreement;
   • promptly report any changes in site Director or Lead Teacher to San Mateo County QRIS Pilot staff during the term of the Agreement;

4) Upon completion of the QRIS Rating and approval of the corresponding Quality Improvement Plan for each of its participating sites, the Agency shall provide a copy of the Plan(s) and an invoice for the agreed upon program grant, teacher stipends or other materials to the County Superintendent. The County Superintendent will issue a payment to the Agency as stipulated in the Plan for each of its fully participating sites.

5) The Agency agrees to indemnify, defend and hold harmless the County Superintendent, and her officers, agents and employees, from any and all claims and losses in any way occasioned by or arising out of the negligence of Agency and/or its employees/agents/subcontractors in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Agency’s failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement. The duty of Agency to indemnify and hold harmless, as set forth herein shall include to defend as set forth in Section 2778 of the California Civil Code.

6) The Agency and its agents and employees, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees or agents of the County Superintendent or the County Board of Education. Agency agrees and understands that neither Agency nor its employees/agents acquires any of the rights, privileges, powers, or advantages of the County Superintendent’s employees.

7) The County Superintendent reserves the right to terminate this Agreement at any time and for any reason.

8) Agency shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the County Superintendent, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the County Superintendent the option to terminate this Agreement.
9) This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

10) All correspondence, notices, claims, etc. will be sent to the following persons and addresses:

FOR THE
County Superintendent: Jean-Marie Houston
Director, Early Learning Support Services
San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94065-1064
(650) 802-5623
jmhouston@smcoe.org

FOR THE
City of Menlo Park: Natalie Bonham, Program Supervisor
Bellehaven Child Development Center
410 Ivy Drive
Menlo Park, CA 94025
(650) 330-2270
nabonham@menlopark.org

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

Alex D. McIntyre
City Manager
City of Menlo Park

December 5, 2014

Denise Porterfield, Deputy Superintendent
Business Services Division
San Mateo County Superintendent of Schools

Dated