

**AGREEMENT BETWEEN
CITY OF MENLO PARK
AND THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
TO PARTICIPATE IN THE SAN MATEO COUNTY QUALITY
RATING AND IMPROVEMENT SYSTEM**

WHEREAS, the San Mateo County Superintendent of Schools “County Superintendent” is the administrator of Quality Counts San Mateo County, the San Mateo County Quality Rating and Improvement System (QRIS) through an agreement with the California Department of Education, Quality Counts California, California First 5 and First 5 San Mateo County; and

WHEREAS, City of Menlo Park, “Agency” has elected to participate for their site, Belle Haven Child Development Center, in Quality Counts; and

WHEREAS, the purpose of Quality Counts is to improve the quality of early learning programs and the school readiness of children in San Mateo County using 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 Quality Rating and Improvement System.

The parties hereby agree to the following:

- 1) The term of this agreement is three (3) years from July 1, 2019 through June 30, 2022, unless terminated earlier by either party.
- 2) The County Superintendent will administer Quality Counts to provide:
 - a) an orientation to the QRIS guidelines, framework, rating process and quality supports to all newly participating sites;
 - b) evidence-based trainings to support programs to meet specific QRIS elements;
 - c) an initial QRIS rating to all the Agency’s new sites, and a re-rating of its ongoing sites, every two years, according to the timeline, assessment and rating protocols, and implementation guidelines required by Quality Counts California;
 - d) a coach to assist the participating sites to create and implement a Quality Improvement Plan based upon their site’s assessments, rating and program goals;
 - e) public recognition and celebration of participating sites including an emblem for display; and



Excellence and Equity in Education

Nancy Magee • County Superintendent of Schools
May 10, 2019

Carmen Lo, Recreation Coordinator
Belle Haven Child Development Center
City of Menlo Park
410 Ivy Drive
Menlo Park, CA 940125

Dear Carmen:

RE: Quality Counts Participation Agreement

Enclosed for your records is a fully executed original Participation Agreement for Quality Counts, San Mateo County's Quality Rating and Improvement System (QRIS). This agreement is for the term of July 1, 2018 through June 30, 2021.

Some of the benefits of participating in Quality Counts are:

- Quality Counts QRIS Orientation where we go over the rating procedures and processes, and the responsibilities and expectations of participating in Quality Counts. Orientations are held in the early fall – look for our invitation.
- Access to SMCOE professional development trainings. Registration is through Eventbrite and payment for registration fees, if any, is payable by credit card. Look for email announcements from invite@eventbrite.com. Questions regarding professional development can be directed to ELSS@smcoe.org.
- Eligibility for the QRIS Teacher Stipend Program. Teachers who qualify to participate must turn in completed program documents by the deadline, have a Workforce Registry ID# and participate in approved SMCOE activities to obtain a stipend. Visit the QRIS Teacher Stipend webpage at www.smcoe.org/QRISstipend for eligibility requirements and information about the program.
- Access to on-site coaching to assist in the creation and implementation of a Quality Improvement Plan.

Should you have any questions, please do not hesitate to contact me at 650-802-5443 or my assistant, Dalma Sato, at 650-802-5344.

Regards,


Nirmala Dillman
Coordinator

Enclosures

ND/dks

- f) a program grant, or other resources, for the new sites rated for the first time to assist them to implement specific activities called for in their approved Quality Improvement Plan (subject to availability of funding and level of site participation in quality improvement).
- 3) The Agency will:
- a) designate the early learning sites that will begin, or continue to participate in Quality Counts;
 - b) remain licensed by the California Department of Social Services, Community Care Licensing with participating sites 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 same requirements;
 - c) ensure that Directors and/or Lead teachers, or Family Child Care Providers will be available for necessary meetings (i.e. orientation, coaching appointments, external assessment visits, and quality rating verification visits);
 - d) provide Quality Counts staff with the requested program data and documents as defined in Attachment A for review and verification as requested;
 - e) ensure that Quality Improvement Plans are informed by assessment findings, created and updated through a collaborative process, involving Director and Lead Teachers, or Family Child Care Provider, and QRIS coach;
 - f) commit to sustained progress on Quality Improvement Plans over the term of the agreement;
 - g) promptly report any changes in Director, Site Director or Lead Teacher to Quality Counts 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 sites participating for the first time, the Agency shall provide a copy of the Plan(s) and an invoice for the agreed upon program grant 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 newly 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/officers/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 the 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:

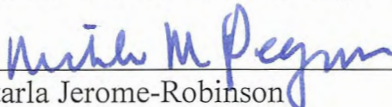
Alyson Suzuki
Administrator, Early Learning Support Services
San Mateo County Office of Education
101 Twin Dolphin Drive
Redwood City, CA 94065-1064
(650) 802-5623
asuzuki@smcoe.org

FOR THE

Agency:

Carmen Lo, Recreation Coordinator
Belle Haven Child Development Center
City of Menlo Park
410 Ivy Drive
Menlo Park, CA 94025
(650) 330-2272
cklo@menlopark.org

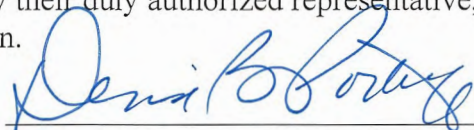
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.



Starla Jerome-Robinson
Interim City Manager
City of Menlo Park

3/25/2019

Dated

 ND _{BJ}

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

4/15/19

Dated

3/5/19
mut 3/6/19



Quality Rating and Improvement System (QRIS)
PROGRAM DATA REPORTING REQUIREMENTS

Online Application and Self-Assessment

Quality Counts uses an online system to collect data that is required to begin the rating process. The Quality Counts staff will email a link and instructions to the primary contact for each agency. The Application and Self-Assessment will be completed on-line, unless otherwise directed.

Staff Data Collection

All teaching staff working at QRIS-rated sites must complete the **QRIS Information & Consent Form**, including required ECE Workforce Registry ID number, at the beginning of each school year. The QRIS Information & Consent Form will be completed on-line, unless otherwise directed. Information provided on these forms are entered into SMCOE's Quality Counts database. Staff qualifications will also be reviewed during the rating process to be able to score Elements 3 and 7.

Plans, Budget, and Invoicing

Each Site will create, or update, a Quality Improvement Plan (QIP), based on their QRIS rating results and other relevant information, and provide this to the QRIS Coordinator for approval. If funds are available, the site may receive a quality improvement grant, or other resources, based on their QIP. If a quality improvement grant is offered, the Agency will be asked to submit a budget and invoice to the QRIS Coordinator. Each site is expected to work on the action steps of their QIP and to update the plan quarterly throughout the period of this agreement.

Timeline/Calendar

Item/Requirement	Frequency	Submission
Online or PDF Application	Starts Rating Process; Every two years	Online or PDF form upon request of QRIS Coordinator; to be completed within 2-weeks of request
Self-Assessment	Starts Rating Process; Every two years	Online or PDF form upon request of QRIS Coordinator; to be completed within 2-weeks of request
Collect Teacher Information & Consent Forms	At beginning of each school year	Online or PDF form completed and returned to QRIS Coordinator within 3 weeks of request.
Quality Improvement Plan	Annual plan with quarterly updates	Submit to QRIS Coordinator upon request
Quality Improvement Grant Budgets and Invoices	As requested	Submit to QRIS Coordinator upon request

Revised 03/21/18