SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 13.1u

Meeting Date: June 20, 2024

Subject: Approve the Agreement between First 5 Sacramento Commission and Sacramento City Unified School District

☐ Information Item Only
X Approval on Consent Agenda
☐ Conference (for discussion only)
☐ Conference/First Reading (Action Anticipated: _____)
☐ Conference/Action
☐ Action
☐ Public Hearing

Division: Early Learning and Care

Recommendation: Request to approve the Agreement between First 5 Sacramento Commission and Sacramento City Unified School District from July 1, 2024 through June 30, 2027

Background/Rationale: The Early Learning & Care department has provided services to children 0 – 5 years of age for the last several years. This year's First 5 program is designed to offer families of children 0- 5 years old the supports in the Parent Cafes venue following the Be Strong Families model.

Financial Considerations: The maximum total payment amount under this agreement is $252,000 for the three year period. The yearly amount is $84,000 for each of the three years.

LCAP Goal(s):
Goal 1: College Career Readiness
Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
Goal 3: Integrated Supports
Goal 4: Culture and Climate – Dismantling Systems
Goal 6: Implementation of MTSS/Data-Based Decision Making
Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:
1. Request for Program Approach Change and/or Budget Modification

Estimated Time of Presentation: N/A
Submitted by: Yvonne Wright, Chief Academic Officer
Approved by: Lisa Allen, Superintendent

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Certificate Of Completion

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Julie Gallelo galleloj@saccounty.gov Sacramento County Security Level: Email, Account Authentication (None)	DocuSigned by: Julie Gallelo 20FC9E6D1C84455... Signature Adoption: Pre-selected Style Using IP Address: 174.219.193.22 Signed using mobile	Sent: 6/10/2024 9:05:43 AM Viewed: 6/10/2024 9:17:51 AM Signed: 6/10/2024 9:18:16 AM
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Completed	Security Checked	6/10/2024 9:18:16 AM

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sacramento County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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To advise Sacramento County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dtech-webteam@saccounty.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To withdraw your consent with Sacramento County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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ii. send us an e-mail to dtech-webteam@saccounty.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sacramento County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sacramento County during the course of my relationship with you.

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FIRST 5 SACRAMENTO COMMISSION
AGREEMENT
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AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2024, by and between the FIRST 5 SACRAMENTO COMMISSION, hereinafter referred to as "COMMISSION," and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS on April 3, 2023, the COMMISSION approved the 2024 Strategic Plan for Fiscal Years 2024-25 through 2026-27, and the Plan identified five Priority Areas in which to invest $44.6 million in Sacramento County; and

WHEREAS the COMMISSION, in designing their 2024 Implementation Plan, conducted focus groups with Sacramento County parents of young children and learned that among their top needs were connections to other parents; group socialization opportunities for their young children; high-quality, inclusive parent-child activities; parent-only activities; and introductory parent leadership opportunities; and

WHEREAS on June 5, 2023, the COMMISSION approved the 2024 Implementation Plan which designated resources for school districts with a funding level of $4,477,124 over the three-year funding period and approved nine school districts for the provision of services for Family Engagement and Connections at Schools; this includes structured developmental playgroups for children 0 - 3 and their caregivers as well as Parent Cafés for parents with children 0 – 5 aimed at strengthening families, building community, and creating family-school connections; and

WHEREAS CONTRACTOR responded to a Request for Applications (RFA) and met the requirements of the RFA; and

WHEREAS on February 5, 2024, the COMMISSION approved the Family Engagement and Connections at Schools Program with CONTRACTOR for three years (July 1, 2024 through June 30, 2027). The new Agreement with CONTRACTOR will not exceed $252,000 and is authorized through Resolution No. FFC-2024-0001; and

WHEREAS COMMISSION AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COMMISSION and CONTRACTOR agree as follows:

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1. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, *Scope of Services*, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence on July 1, 2024 and shall end on June 30, 2027.

3. SUPPLANTATION OF FUNDS

Funding from First 5 shall be used exclusively to develop new projects, expand existing programs and/or services or to enhance existing programs and services. CONTRACTOR shall not utilize funding from First 5 to supplant state or local General Fund money for any purpose. If, upon receipt of funding from First 5, CONTRACTOR uses such funds to replace state or federal categorical funds, CONTRACTOR shall demonstrate to the COMMISSION'S satisfaction that such state or federal categorical funds have increased the level of services provided to children 0-5 years of age.

CONTRACTOR shall execute a certification that it has complied with the anti-supplantation requirement stated in Section 30131.4 of the California Tax & Revenue Code. Such certification shall be executed prior to release of funding from First 5 and CONTRACTOR shall annually execute such certification as part of the fiscal audit requirement. If COMMISSION determines that supplantation has occurred, CONTRACTOR shall be required to reimburse COMMISSION for all funding from First 5 that was used in violation of this Section. Use of funding from First 5 in violation of this Section shall be grounds for termination of this Agreement.

4. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

First 5 Sacramento Commission	Sacramento City Unified School District
	Christin Roseli,

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Julie Gallelo, Executive Director
2750 Gateway Oaks Drive, Suite 330
Sacramento, CA 95833

Child Development Coordinator
5735 47th Avenue
Sacramento, CA 95824

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

5. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Executive Director of the First 5 Sacramento Commission or his/her designee.

6. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

7. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

8. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COMMISSION. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COMMISSION.

B. CONTRACTOR further certifies to COMMISSION that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county

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government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

9. PERFORMANCE STANDARDS

CONTRACTOR shall perform services required under this Agreement in accordance with the professional standards applicable to CONTRACTOR'S services.

10. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products of CONTRACTOR provided hereunder shall become the property of COMMISSION and shall be delivered to COMMISSION upon completion of the services authorized hereunder; provided, however, that any capital improvement constructed with funds received from COMMISSION shall be the property of CONTRACTOR. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COMMISSION. COMMISSION recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

11. PUBLIC STATEMENTS/MATERIALS

CONTRACTOR shall use COMMISSION'S logo for all outreach materials i.e. brochures, event flyers, newsletters, website, media use, social media platforms, multi-media, and giveaways, etc. When applicable, COMMISSION will promote CONTRACTOR's events and share materials with the community.

CONTRACTOR shall submit all program funded outreach materials to the COMMISSION'S planner for review and approval in advance of mass production and release to the public. Any exceptions to using the COMMISSION'S logo must be pre-approved by the COMMISSION.

12. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not

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be entitled to any benefits payable to employees of COMMISSION. COMMISSION is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds COMMISSION harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COMMISSION as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COMMISSION shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of COMMISSION, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a COMMISSION employee, right to act on behalf of COMMISSION in any capacity whatsoever as agent, nor to bind COMMISSION to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COMMISSION to employees of the COMMISSION.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax

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purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

13. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COMMISSION with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8: CONTRACTOR'S name, residence address, telephone number, tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

14. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COMMISSION: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COMMISSION and its employee organizations. Should any employee or agent of CONTRACTOR seek to obtain such benefits from COMMISSION, CONTRACTOR agrees to indemnify and hold harmless COMMISSION from any and all claims that may be made against COMMISSION for such benefits.

15. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to COMMISSION, CONTRACTOR shall not utilize any

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such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

17. GOOD NEIGHBOR POLICY

A. CONTRACTOR shall comply with COMMISSION'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

1. Provision of parking adequate for the needs of its employees and service population;
2. Provision of adequate waiting and visiting areas;
3. Provision of adequate restroom facilities located inside the facility;
4. Implementation of litter control services;
5. Removal of graffiti within seventy-two hours;
6. Provision of control of loitering and management of crowds;
7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
8. Participation in area crime prevention and nuisance abatement efforts; and
9. Undertake such other good neighbor practices as determined appropriate by COMMISSION, based on COMMISSION'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is location.

B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

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D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located

E. If COMMISSION finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COMMISSION shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take the necessary corrective action, COMMISSION shall take such actions as are necessary to implement the necessary corrective action. COMMISSION shall deduct any actual costs incurred by COMMISSION when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement any may also result in ineligibility for additional or future contracts with COMMISSION.

18. ANTI-TOBACCO POLICY

CONTRACTOR shall comply with COMMISSION'S Anti-Tobacco Policy that was approved by the COMMISSION on March 3, 2003. CONTRACTOR shall be required to certify compliance with the anti-tobacco policy prior to receipt of COMMISSION funds.

19. USE OF FUNDS

Funds provided by the COMMISSION shall be expended only for the purposes authorized by the "California Children and Families First Act of 1998."

20. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. CONTRACTOR agrees and assures COMMISSION that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COMMISSION, or recipient of

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services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COMMISSION employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

E. If CONTRACTOR is a faith-based organization or contracts with a faith-based organization for services to be performed under this Agreement, participation in the faith shall not be a prerequisite for receiving services. Outreach for services utilizing funding from First 5 will be to the community at large, and shall not be limited to those members of the community that share the same faith as CONTRACTOR or its agents.

21. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse as defined in Penal code Section 11165.7. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

22. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING REQUIREMENTS

A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a

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CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR'S failure to cure such default within 90 days of notice by COMMISSION shall be grounds for termination of this Agreement.

23. CONFIDENTIALITY

CONTRACTOR shall comply with all applicable state and/or federal confidentiality statutes to assure that:

A. All applications and records concerning an individual made or kept by CONTRACTOR, COMMISSION, or any public officer or agency in connection with the administration of any provisions of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement, for which grants in aid are received by this State from the Federal Government, shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services, without the written consent of COMMISSION.

B. No person shall publish or disclose, or use or permit or cause to be published, disclosed, or used, except as allowed by law, any confidential information pertaining to a participant, including the fact of the participant's status as an applicant for or recipient of public social services.

C. CONTRACTOR shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions, and that a knowing and intentional violation of said provisions of State and/or federal law may be a misdemeanor.

24. INDEMNIFICATION

To the extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or

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in part by the negligent or intentional acts or omissions of CONTRACTOR'S officers, directors, agents, or employees.

To the extent permitted by law, COMMISSION shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COMMISSION 's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COMMISSON and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, or COMMISSION'S Board of Supervisors. It is also the intention of COMMISSION and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, or COMMISSION'S Board of Supervisors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties to the Agreement.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

25. INSURANCE

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this Agreement, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide thirty (30) days' advance

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written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage's.

26. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COMMISSION, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COMMISSION under this Agreement.

27. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit B, or Exhibit B as modified by COMMISSION in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice in the format and in accordance with the procedures prescribed by COMMISSION on a quarterly basis, upon completion of services. Invoices shall be submitted to COMMISSION no later than the fifteenth (15th) day of the month following the invoice period, and COMMISSION shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. Excepting the fiscal year and invoices, invoices for services that are received more than ninety (90) days after the last day of the billing period may not be honored unless the CONTRACTOR has obtained prior written approval for such late submittal.

D. COMMISSION operates on a July through June fiscal year. Fiscal year end invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COMMISSION unless CONTRACTOR has obtained prior written COMMISSION approval to the contrary.

E. Invoices shall be considered to have been received only when all accurate and necessary budget revisions, quarterly reports, and accurate and complete evaluation data have also been received.

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F. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures. Indirect expenditure documentation shall be in compliance with the Office of Management and Budget Cost Principles that can be found on the U.S. Government Publishing Office's website, www.ccfr.gov 2 CFR, Part 200; Subpart E, Cost Principles.

G. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COMMISSION may withhold payment until such non-compliance has been corrected.

28. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of COMMISSION personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

29. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COMMISSION before subcontracting any of the services delivered under this Agreement. CONTRACTOR shall obtain prior written approval from the COMMISSION if it becomes necessary to change the Subcontractor(s) identified in subsection C of this section. CONTRACTOR remains legally responsible for the performance of all Agreement terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COMMISSION for the performance of any Subcontractor whether approved by COMMISSION or not. CONTRACTOR shall require its Subcontractors to comply with the provisions of this Agreement.

B. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

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C. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COMMISSION.

D. Notwithstanding Subsection A, CONTRACTOR is authorized to subcontract with:

NONE-Not Applicable.

30. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon the COMMISSION unless agreed in writing by DIRECTOR and counsel for COMMISSION.

31. ENTIRE AGREEMENT

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, all other representation or statements heretofore made, verbal or written, are merged herein.

32. SUCCESSORS

This Agreement shall bind the successors of COMMISSION and CONTRACTOR in the same manner as if they were expressly named.

33. TIME

Time is of the essence of this Agreement.

34. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

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35. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COMMISSION shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

36. TERMINATION

A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COMMISSION may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If notice of termination for cause is given by COMMISSION to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

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C. COMMISSION may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COMMISSION'S Adopted or Adjusted Budget; 2) the COMMISSION is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COMMISSION is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COMMISSION as a result of budget or revenue reductions during the fiscal year.

D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COMMISSION pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

37. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

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38. EVALUATION

A. CONTRACTOR shall participate in and comply with results-based and community impact evaluation activities including training and technical assistance, sponsored by the COMMISSION.

B. CONTRACTOR shall participate in and cooperate with COMMISSION'S evaluation consultants and other COMMISSION sponsored evaluation activities including statewide efforts to evaluate First 5 efforts, whether it occurs during the term of this Agreement or after. CONTRACTOR shall participate in and cooperate with programmatic audit activities required by the COMMISSION.

C. CONTRACTOR shall utilize evaluation questionnaires or such other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S services.

39. REPORTS

A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by COMMISSION concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. The COMMISSION shall explain procedures for reporting the required information.

B. CONTRACTOR shall produce bi-annual Program Narrative and Milestone Reports, in a form prescribed by the COMMISSION, due on the last day of the month following the end of the reporting period. COMMISSION may not make any payments under this Agreement until such reports have been submitted. If submission of any required reports is delayed over ninety (90) days beyond the end of the billing period, the invoice corresponding to the quarterly report may not be honored unless the CONTRACTOR obtained prior written approval of such late submission.

40. AUDIT AND RECORDS

A. CONTRACTOR shall maintain separate accounting books and records for funding from First 5. Records shall be maintained in accordance with generally accepted accounting principles.

B. CONTRACTOR shall maintain adequate client records that include diagnostic studies (when applicable), client intervention,

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program notes, records of services provided by professional and paraprofessional services in sufficient detail to permit evaluation of whether such services comply with all applicable federal, state, County, COMMISSION records maintenance requirements.

C. For a period of four years following termination of the Agreement, CONTRACTOR shall make records available for copying upon COMMISSION'S request and at COMMISSION'S expense.

D. Upon COMMISSION'S request, COMMISSION or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as COMMISSION deems necessary to determined CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR.

E. At regular times during normal business hours, COMMISSION shall have the right to inspect or evaluate CONTRACTOR'S records that pertain to services performed and amounts payable under this Agreement. COMMISSION shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

F. CONTRACTOR shall submit to the COMMISSION an annual financial and compliance audit conducted by an independent auditor. CONTRACTOR may use its organizational audit provided that the audit report shows First 5 revenues and expenses separately.

1. CONTRACTOR shall obtain an Audit Engagement Letter from the audit firm selected and submit a copy of that letter to the COMMISSION within 2 months of fiscal year-end. In accordance with COMMISSION policy, the letter will include a statement saying that the final audit report will show the flow of First 5 revenue through the financials.

2. The audit shall be conducted in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants and Generally Accepted Government Auditing Standards issued

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by the General Accounting Office and the Comptroller General of the United States of America."

3. The audit shall be submitted to the COMMISSION no later than 30 days after the CONTRACTOR'S organizational audit is completed, or no later than 6 months after fiscal year-end, whichever date is earlier. Should there be any delay, CONTRACTOR shall immediately inform COMMISSION staff and request an extension

4. COMMISSION shall not pay any invoices should an audit not be received within timeframes specified in this Agreement unless, prior to the expiration of this Agreement, the CONTRACTOR has obtained written approval from COMMISSION for any delay in submittal of an audit.

5. COMMISSION staff shall review the audit for completeness and findings and may submit the audit to the COMMISSION'S Auditor-Controller for technical review. COMMISSION shall be allowed access to all financial and program records as COMMISSION deems necessary to determine that funding was spent in compliance with applicable guidelines and this Agreement.

6. Should any material findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the deficiency will be addressed. Findings shall be corrected within six months after the audit report. CONTRACTOR shall submit a report documenting corrections of identified audit deficiencies. If CONTRACTOR refuses or fails to cooperate or fails to submit an annual audit as required by this Agreement, COMMISSION may, in its sole discretion, withhold amounts payable under this Agreement until CONTRACTOR has complied with the requirements of this Section to the satisfaction of COMMISSION.

7. CONTRACTOR shall comply with First 5 California Commission audit requirements.

8. If the Agreement is terminated for any reason during the Agreement period, the independent audit shall cover the

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entire period of the Agreement for which services were provided and shall be submitted within six months of the end of the Agreement period.

41. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COMMISSION and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

42. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

43. FORCE MAJEURE

Neither CONTRACTOR nor COMMISSION shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

44. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

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45. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

46. AUTHORITY TO EXECUTE

Each person executing this agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

FIRST 5 SACRAMENTO COMMISSION

DocuSigned by:

By: Julie Gallelo
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JULIE GALLELO
Executive Director

Date: 6/10/2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

DocuSigned by:

By: Janea Marking
6D79D9C4D46A455...

JANE MARKING
Chief Business and Operations Officer

Date: 6/10/2024

Contract and Contractor Tax Status Reviewed and Approved by County Counsel:

By: _____ Date: 5/21/24

ASHLEY WISNIEWSKI
Supervising Deputy County Counsel

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EXHIBIT A
to Agreement between the
FIRST 5 SACRAMENTO COMMISSION,
hereinafter referred to as "COMMISSION," and
SACRAMENTO CITY UNIFIED SCHOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

1. SERVICE LOCATION(S)

Lead Agency Name(s): Sacramento City Unified School District

Administrative Location
Street Address: 5735 47th Avenue
City and Zip Code: Sacramento, CA 95824

Site Location 1 *Hiram Johnson Family Center* **(HJ)**
Street Address: 6879 - 14th Avenue
City and Zip Code: Sacramento, CA 95820

2. PROGRAM DESCRIPTION

The Family Engagement and Connections at Schools program is designed to offer families of children 0 – 5 years old the supports they are seeking, as expressed in multiple focus groups of parents who helped design the implementation plan for this strategy of the COMMISSION's 2024-27 Strategic Plan. CONTRACTOR agrees to provide the following services:

- Parent Cafés following the Be Strong Families model

Additional details are specified under Section 12, Description of Minimum Services.

3. FOCUS POPULATION AND SERVICES AREA

The Family Engagement program will serve families with children ages 0-5 living within the catchment areas of identified elementary schools as noted in section 1 above. Services will include families that have children with Child Protective Services involvement, disabilities/special needs, children who are dual language learners, migrant families, immigrant and refugee families, families living in poverty, and other under-served populations. If space and funding allow, program elements may be provided to families with factors stated above who reside outside of the catchment areas.

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4. CORE VALUES

CONTRACTOR shall ensure that programs, services and projects funded by the COMMISSION reflect the following core values:

1. A focus on prevention and early intervention to ensure that children have enhanced early growth experiences to reach their full potential;
2. Using whole-child and family-centered services to support the well-being and safety of children, to fortify family strengths, and to support safe, stable, and nurturing parenting that enhances child resilience;
3. A focus on the county's most vulnerable families to reduce disparities in access to equitable, quality services and outcomes;
4. Recognition that parents are the experts on their children and therefore have an essential role in the planning, development, and implementation of programs that impact their families.

5. SUBCONTRACTORS

The following shall be named as subcontractors and shall receive funding under this agreement. CONTRACTOR shall be required to develop a Memorandum of Understanding (MOU) with subcontractors that shall include total amount to be paid (detail of annual payments), term of contract as well as specific activities/services/deliverables that the subcontractor will provide. Contractor shall monitor and reimburse subcontractor for expenses incurred under MOU.

There are no subcontractors included in Family Engagement and Connection at Schools. Should CONTRACTOR determine that a subcontractor(s) is needed to provide specific services during the course of the contract, CONTRACTOR will notify and discuss this with COMMISSION staff prior to entering in to any Memorandum of Understandings (MOUs). A contract amendment may be needed as a result of any approved changes.

6. SYSTEMS INTEGRATION: SAC FAMILY CONNECT

Sac Family Connect (SFC) (formerly the Home Visiting Coordinating Collaborative) is a collaborative convened by the COMMISSION to bring agencies together to create a coordinated, unified, and streamlined system to support 0-5 families with the home visiting and support services that best meet their needs. CONTRACTOR shall participate in the SFC Memorandum of Understanding, which prioritizes:

1. Building stronger cross-agency relationships

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2. Developing a coordinated and streamlined cross-agency referral process
3. Collecting and sharing closed-loop referral data
4. Training agency staff on topics that strengthen the family support services workforce
5. Integrating parent involvement and decision-making on services impacting their communities.

A key staff person, with decision-making abilities for the organization, will be required to attend quarterly SFC meetings; however, staff of all levels are encouraged to attend.

7. RACIAL EQUITY, DIVERSITY, INCLUSION AND CULTURAL RESPONSIVENESS (REDI+CR)

Systems play a significant role in the contribution and the perpetuation of negative predictable outcomes for communities of color. The COMMISSION is dedicated to building a more equitable community and making sure that all children and families are supported and have the resources they need to be happy, healthy, and successful. As a result, the COMMISSION has approved a resolution on racial equity and social justice with a desire for a shared framework for equity with our funded partners. Funded partners will be required to participate in open conversation and related activities, (such as but not limited to: trainings, messaging, quantitative and qualitative tracking/data collection, or working on policies and systems change) that will be determined collectively over time.

A key staff person, with decision-making abilities for the organization, will be required to participate in discussions with the COMMISSION on this issue and initiate steps at their organization.

8. COMMUNITY AND PARENT PARTNERSHIP

Children's development is supported when families, institutions, and communities engage with each other in a regular and ongoing way. Studies show that family and community engagement are crucial for the success of family service programs and that these programs reach desired outcomes when families share power in designing and guiding them. Community members and parents/caregivers gave feedback in the selection of First 5 Sacramento's funded priorities, the selection of elements in the First 5 Sacramento Implementation Plan, and in the applications for funding from community partners.

CONTRACTOR will be required to continue to collect and act on community feedback on the funded program(s) throughout the contract period;

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community feedback will be formally sought at least annually and community voice will be intentionally included in program refinement throughout the contract period. CONTRACTOR will report on community feedback as part of the evaluation and reporting process.

9. PROGRAM EVALUATION AND REPORTING

A. CONTRACTOR shall be required to develop the Program's Evaluation Plan in conjunction with the COMMISSION'S evaluation consultant.

B. Upon execution of the Agreement, CONTRACTOR'S staff shall participate in database training and input data relevant to the CONTRACTOR'S program into a data collection system as required by the COMMISSION. As required, CONTRACTOR shall collect and submit Client Level Data for participants in CONTRACTOR programs.

C. CONTRACTOR shall utilize evaluation questionnaires or other tools as required by COMMISSION for purposes of evaluating CONTRACTOR'S project funded by the COMMISSION.

D. Results Based Accountability (RBA) is used in the evaluation of COMMISSION programs. Section 13, below, contains a detailed RBA for this program. The indicators are developed in conjunction with the CONTRACTOR and may be revised during the term of the Agreement.

E. As a minimum requirement, CONTRACTOR shall produce bi-annual Program Narrative and Milestone Reports, in a form prescribed by the COMMISSION, due on the last day of the month following the end of the reporting period.

F. CONTRACTOR shall submit reports related to data collection and evaluation in the form and frequency required by the Commission.

10. SUSTAINABILITY

The COMMISSION adopted a Systems Sustainability Plan with the goal of sustaining children's health, development and family empowerment outcomes and the systems that promote them. Being that tobacco tax is a declining revenue stream, First 5 has honed its investments over its 25-year history, shifting funding away from direct-services programming toward more systems improvement and policy work where impacts will be greater and longer-lasting. In this current landscape, the COMMISSION's already declining tobacco tax revenues are being dramatically impacted since Proposition 31 (the flavored tobacco ban) was implemented in 2023. It is projected that a 28% decrease in funding is impending for the 2027 Strategic Plan.

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The COMMISSION continues to emphasize the importance of sustainability planning for its funded partners. In partnership, the COMMISSION continues to advocate for policies and seek new, alternate and leveraged funds to support child and family serving programs in Sacramento County. COMMISSION will provide guidance and technical assistance to contractors to develop sustainability strategies and a written sustainability plan. The goal of the COMMISSION is by the end of this 2024 three-year strategic plan period, CONTRACTOR will be able to absorb up to a 30% funding reduction with new and leveraged funding in order to maintain the same level of services in the community.

CONTRACTOR participation and minimum achievements in sustainability efforts shall include:

1. Dedicate a key agency contact to manage, facilitate the development and implementation of sustainability efforts.
2. Update the agency's written sustainability plan in year one of the contract to address the anticipated reduction in funding.
3. Attend COMMISSION sponsored technical assistance, trainings, meetings, and events, and participate in capacity building work for sustainability as required.
4. Submit sustainability reports as requested by COMMISSION.

11. STAFFING REQUIREMENTS

CONTRACTOR shall be responsible for hiring, supervising, maintaining staff as identified in the approved BUDGET. CONTRACTOR shall, as soon as practicably possible, fill positions when there are vacancies or extended leaves of absence to maintain staff-to-client ratio and to meet contract service goals. CONTRACTOR shall inform COMMISSION when there are any vacant positions and if there are difficulties filing the vacancies so that a potential plan can be discussed.

12. DESCRIPTION OF MINIMUM SERVICES

CONTRACTOR shall accomplish the minimum services as described below:

- Provide **Parent Cafés** for parents of children 0 - 5 focused on protective factors using the Be Strong Families Parent Café model. Cafés use structured, small group conversations to facilitate transformation and healing within families; build community; develop social connections; center parent knowledge, voice, and expertise; create parent leadership opportunities; as well as provide time for adult-only interaction.
  - Parent Cafés will meet in school or community locations;

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- Will follow the Be Strong Families Parent Café model (training for leaders to be provided by First 5);
- Will offer child care simultaneously;
- May serve parents who participate in playgroups, those with children in preschool classes, and/or neighborhood parents not yet engaged with the school;
- 100 parents will be served annually through Parent Cafés
- Will be offered weekly in cycles of 6 Cafés for a minimum of 30 Cafés per year;
- Language: At least one Café leader will be fluent in a language other than English that is reflective of community needs
- After the first year of this contract, attendance must average at least 7 parents at each meeting as measured quarterly;
- The Parent Café model includes a Café leader (who may be a staff person or a stipended parent) and Table Hosts (1 for every 4-5 participants) who are parents who receive a stipend of $50 per café for this leadership activity;
- Costs for staff, stipends, food, child care, supplies, and incentives for attendance may be included in the budget.

➢ When appropriate, **refer** children to Help Me Grow for developmental assessments.

13. EVALUATION PLAN

The evaluation procedures will support the COMMISSION and their evaluator in describing CONTRACTOR'S program efforts, immediate outcomes for participants, and how those outcomes contribute to the goals of First 5 Sacramento's 2024-2027 Strategic Plan. The COMMISSION uses a Results Based Accountability (RBA) model to evaluate the impact of their funded programs. The RBA model is structured around the following areas: "How much did we do?", "How well did we do it?", and "Is anyone better off?" Please see the information below for the detailed evaluation plan and procedures.

Evaluation & First 5 Sacramento Strategic Plan

- The following evaluation procedures will support First 5 Sacramento and Applied Survey Research (ASR) in describing your program's efforts, immediate outcomes for participants, and how those outcomes contribute to the goals of First 5 Sacramento's 2024-2027 Strategic Plan.
- Playgroups and Parent Cafés offered by school districts contribute to First 5 Sacramento's Health & Well-Being priority area to support the overarching

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outcome in which "children's basic needs are met so they can reach optimal development."

Evaluation Plan

- First 5 Sacramento uses a Results Based Accountability (RBA) model to evaluate the impact of their funded programs. The RBA model is structured around the following areas: "How much did we do?", "How well did we do it?", and "Is anyone better off?"
- Indicators for each RBA area were developed to summarize and evaluate program activities in relation to the First 5 Sacramento FY 2024-2027 Strategic Plan's goals and desired outcomes. First 5 Staff and ASR met with district representatives to ensure the identified indicators aligned with the proposed objectives and activities. A detailed Evaluation Plan by RBA area is outlined at the end of this document, including each indicator and methods of measurement.

Evaluation Forms and Procedures

Overview

1. Demographic data for all participants receiving First 5-funded services will be entered into Persimmony.
2. A **Consent Form** will be provided to the program participant (parent/guardian).
    a. Consenting participants will be asked to complete:
        i. A **First 5 Family Information Form (FIF) – Parent/Caregiver** at intake.
        ii. A **Follow-Up FIF** administered by First 5 Evaluation staff.
    b. Non-consenting participants will complete a **Client Information Form**, which collects the minimum information needed for First 5 California aggregate counts of demographics and services.
3. Individual-level **Service Records** will be entered into Persimmony for each applicable participant.
4. In addition to client-level forms and services outlined above, your program will be asked to submit **Bi-annual Performance Measures** reports which includes descriptions, counts, and other narratives for each milestone based on the objectives and activities outlined in your contract.
5. Client and Program **Success Stories** will be captured by staff throughout each year using the Success Stories Template and submitted to First 5 uploaded with Performance Measures reports.
6. Additional data requests and/or participant surveys will be administered by the First 5 Evaluation Team in collaboration with your district(s).

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Consent Form

What and why	The Consent Form informs the parent/caregiver about the data to be collected, how it will be used in the evaluation, and requests their consent. The Consent Form also allows direct service staff to share basic client demographic information with other agencies for the purposes of coordination of care and services.
Who	All adult participants who will receive services, or whose child(ren) will receive services. Adults completing the consent form for children must be the child(ren)'s legal guardian.
When	Clients should complete this form at intake (prior to the start of services) and complete an updated form annually. Consents expire one year from the date they are signed.
How	The form can be completed on paper or electronically via Persimmony's Intake Portal in the parent/caregiver's preferred language (limited languages available).
Data Entry	If a hard copy consent is collected, scan and upload the signed consent to the caregiver's profile in Persimmony. Insert or update Consent Date or select "Declined" checkbox in client's Persimmony profile.

Client Information Form (only if Consent for Evaluation declined in Consent Form)

What and why	The Client Information Form collects and informs the parent/caregiver about minimum data requirements for aggregate demographic and service data counts. This information is important for annual reporting, to accurately count the total reach of First 5 dollars. Non-consenting participants will complete the Client Information Form in place of the Family Information Form (FIF) described below.
Who	Each participant who receives services during the fiscal year AND declines consent for evaluation in the Consent Form. Parents/caregivers who decline consent should also complete a form for each child receiving First 5-funded services.
When	At intake (prior to the start of services), after consent status has been determined.
How	The form can be completed on paper or electronically via Persimmony's Intake Portal in the parent/caregiver's preferred language (limited languages available).
Data Entry	Create or update Client Record in Persimmony with demographic information. Data collection/data entry will follow typical procedure for *services* provided, although no additional *assessment* (questionnaire) data will be collected/entered into Persimmony.

First 5 Family Information Form (FIF) – Parent/Caregiver

What and why	The Family Information Form (FIF) gathers demographic information about First 5 clients as well as their status on overall First 5 Sacramento indicators of interest, at intake. Toward the end of each fiscal year, First 5 staff will send an electronic Follow Up FIF to all eligible participants to identify the status on the indicators of interest after receiving First 5-funded services.
Who	Each parent/caregiver who receives services during the fiscal year AND who consents to have their data included in the evaluation.
When	Clients must complete a FIF at least one time during the FY in which they are receiving services (at or before start of services). If the client already completed a FIF with another program in the same FY they do not need to complete an additional FIF.
How	The preferred distribution of the FIF is via the Intake Portal in Persimmony. Hard copies of the forms (in a limited number of languages) are also available. Each client will be invited to complete one follow-up FIF distributed electronically by First 5.

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Data Entry	If completed using hard copy, staff will enter data in Persimmony using the Assessment labeled "Pre FIF – Parent." Responses completed electronically will need to be "accepted" to appear on the parent/caregiver's client profile. Details will be covered in training provided to all Persimmony users.

Parent Café Follow Up Survey

What and why	The Parent Café Follow Up Survey will capture feedback from Parent Café participants. The survey aims to identify the impact of Parent Cafés on their behaviors and is based on the tool developed by the Be Strong Families Participant Feedback survey.
Who	All parent café participants will have the opportunity to participate.
When	Upon completion of the Café series
How	First 5 staff will send the survey to Parent Café participants via Persimmony. Staff should make their best effort to collect email addresses for participating caregivers and encourage survey participation when they receive the link.
Data Entry	Since the survey will be completed directly by participants, no data entry will be required.

Program Services

In addition to the Assessment records described above, the following Services should be entered into the Persimmony database for each client following the activity.

Program Activity	Persimmony Service	Entered on:
Parent Café attendance (parent)	Parent_Cafe	Parent profile

Use service dates, service count, and service duration fields when entering data consistent with your district's procedures.

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DETAILED EVALUATION PLAN: PARENT SUPPORT & CONNECTIONS

This evaluation plan only includes the objectives and activities relevant to First 5 Evaluation goals and is not necessarily comprehensive of all objectives and activities to be performed by the contracted partner. Activities shown here may be abridged from the description provided in the program scope/contract.

School Districts – Parent Cafés		
RBA	**Indicator(s)**	**Data Source/Method**
How Much?	**Total Reach**	**Service Records – Unduplicated Clients**
	Number of caregivers served	Service Record – Parent Cafe
How Well?	**Attendance**	**Service Records – Unduplicated Clients/Duplicated Services**
	Average # of sessions attended	Service Records - Service count/duration calculations
	% who attend more than one session	Service Records - Service count/duration calculations
	% who attend 4+ sessions	Service Records - Service count/duration calculations
	Parent Leadership Development	**Performance Measures Narratives**
	Number of parents serving as Table Hosts (unduplicated)	Performance Measure TBD
	Participant satisfaction	**Parent Café Follow Up Survey** (to be developed)
	Participant perceptions of the Café environment	*Examples: I felt the café was a safe space to share …; I met other parents I plan to stay in touch with*
Better Off?	**Parent connection to their community (%)**	**FIF/Post-FIF Matched Set**
	I know what program to contact in my community when I need help for basic needs (e.g., housing, food, employment).	FIF/Post-FIF Matched Set
	I know where I can get helpful information about parenting and taking care of children.	FIF/Post-FIF Matched Set
	Parent Leadership Development	**Parent Café Follow Up Survey** (to be developed)
	Impact of Parent Café on participant behaviors	*Examples: I want to get more involved in my school; As a result of your Café experience(s), what changes have you made for yourself, your children, and/or your family?*

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EXHIBIT B
to Agreement between the
FIRST 5 SACRAMENTO COMMISSION
hereinafter referred to as "COMMISSION," and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

1. MAXIMUM PAYMENT TO CONTRACTOR

A. The Maximum Total Payment Amount under this Agreement is: **$252,000**

B. The Maximum Total Payment Amount shall be paid out on a reimbursement basis. Contractor shall submit invoices on a quarterly basis, by the 15th of the following month, for expenses incurred in the prior quarter.

C. Funds received from the COMMISSION shall be used for to provide services identified in Exhibit A, Scope of Services, of this Agreement. Annual budgets must be reviewed and signed by CONTRACTOR'S Fiscal Officer and approved by COMMISSION staff prior to any payments being issued for this Agreement.

D. Expenditures shall not exceed the specified amounts identified in the annual budget; to the extent that costs exceed those amounts, they are the responsibility of the CONTRACTOR. If CONTRACTOR fails to use the funding as specified, CONTRACTOR shall be required to return/reimburse the COMMISSION for the amount of the Maximum Total Payment Amount under this Agreement.

2. BUDGET REVISIONS

A. Revisions to approved fiscal year budgets may be made in accordance with the COMMISSION'S budget revision policy.

B. Invoice payments may not be made unless accompanied by the required budget revision form. Invoices may not be honored if the budget revision is submitted over ninety (90) days after the end of the billing cycle.

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C. Adjusted budgets may be submitted by June 15 for the following fiscal year provided that there is no change in the total amount of the budget or the scope of service. If the adjusted budget is not received by June 15, the budget initially submitted with the contract shall govern.

D. In the final year of the contract, budget revisions received after June 15 will not be honored and may result in the non-payment of any line item amounts that exceed the budget limits.

3. ROLL OVER OF UNEXPENDED FUNDS

The COMMISSION'S roll over policy does not permit roll over of unexpended funds except under a very limited set of circumstances:

- To fund capital projects/assets that were budgeted in one contract year, and because of unforeseen delays in the project, will be purchased in the following contract year.
- To fund encumbrances not invoiced by the end of the fiscal year.

CONTRACTOR may request roll over under these limited circumstances and in accordance with COMMISSION'S fiscal policies. Requests for roll over must be made prior to the expenditure of the funds and prior to the expiration of the agreement.

4. BASIS FOR ADVANCE PAYMENT

A. This Agreement allows for advance payment when CONTRACTOR submits a request in writing and request is approved by the COMMISSION'S Director.

B. If COMMISSION finds that CONTRACTOR requires advance payment in order to perform the service required under this Agreement, Director may authorize a one-time or annual advance in an amount not to exceed 10% of the first twelve (12) months budgeted invoice amounts or the budgeted annual invoice amount, as applicable. All advanced funds shall be offset in equal installments against request for reimbursement claims (invoices) submitted during the first twelve (12) months following the effective date of the Agreement or the term of the Agreement, whichever is less.

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STRATEGIC PLAN 2024

Legal Name of Organization/Individual:
Sacramento City Unified School District

Address:
5735 47th Avenue
Sacramento, California 95824

PROGRAM CONTACT - Name and Title
Dr. E'Leva Hughes-Gibson
Telephone Number (w/area code):
916-643-7801
Email Address:
eleva-gibson@scusd.edu

FISCAL CONTACT - Name and Title
Sherrell Peterson, Program Technician
Telephone Number (w/area code):
916-643-7853
Email Address:
Sherrell-Peterson@scusd.edu

Contract Number:
(leave blank)

Overall Award: $ 252,000.00

		Recommended Allocation	Optional Allocation
24/25	Year 1	$ 84,000.00	$ 82,320.00
25/26	Year 2	$ 84,000.00	$ 84,000.00
26/27	Year 3	$ 84,000.00	$ 85,680.00
	Total	$ 252,000.00	$ 252,000.00

☐ Enter an "x" in box to left to select the optional method, otherwise it will default to the Recommended Allocation.

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FISCAL YEAR 2024/25

Year 1 Allocation $ 84,000.00

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

I. PERSONNEL

line	Title/Role	Name	Annual Salary	FTE	Contract Budget	Budget Justification/Duties
101	Coordinator I	Christina Roseli	$ 128,424.73	0.15	$ 19,263.71	Oversee program, attend F5 meetings, complete reports
102	Parent Advisor	Marissa Floyd	$ 44,319.00	0.10	$ 4,431.90	Facilitator, parent contact, scheduling
103	School Community Liaison	William Carr	$ 39,776.54	0.10	$ 3,977.65	Facilitator, room set up, prep materials
104	Program Technician	Ella Yang	$ 52,224.00	0.10	$ 5,222.40	Fiscal reporting and monitoring, ordering materials and supplies, reimbursements.
105					$ -	
106					$ -	
	Total Personnel				**$ 32,895.66**	

II. BENEFITS

line	Line Item	Contract Budget	
201	Fringe Benefits	$ 19,174.91	
	Total Benefits	**$ 19,174.91**	

III. OPERATING EXPENSES

line	Line Item	Cost Description	Contract Budget	Budget Justification/Use
301	Mileage	.656 mileage reimbursement rate	$ 4,550.00	Mileage reimbursements used to support personnel and families in travel expenses to and from parent café and any other travel related to the program.
302	Materials & Supplies	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions.	$ 13,000.00	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions. Includes Materials and supplies related to café operations including food and childcare
303	Office Supplies		$ 3,500.00	Office supplies used to run operations necessary to support and sustain parent café. Items include paper, pens, staples, clips, post-its, binders, and all other supplies used in office.
304	Duplication	Cost allocation based on $0.42 per color copy and $0.35 per black & white copy	$ 1,250.00	Copies used to create flyers, handouts and communication with families and community members.
305	Stipend	Cost allocation based on 2 table leader X $50 X 30 weeks	$ 3,000.00	Stipend for table leader
306	Other	Incentives, table prizes, etc	$ 3,977.48	All other items not included in the normal operating expenses.
307			$ -	
	Total Operating Expenses		$ 29,277.48	

IV. EQUIPMENT

(over $5,000)

line	Line Item	Contract Budget	Budget Justification/Use
401		$ -	
	Total Equipment	$ -	

V. SUBCONTRACTS/CONSULTANTS

line	Line Item	Contract Budget	Budget Justification/Use
501		$ -	*Complete separate budget template*
	Total Subcontracts/Consultants	$ -	

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FISCAL YEAR 2024/25

Year 1 Allocation	$ 84,000.00

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

VI. INDIRECT

line	Line Item	Rate	Contract Budget
601	Indirect	3.26%	$ 2,651.95
	Total Indirect		$ 2,651.95

CONTRACT TOTALS

FISCAL YEAR 2024/25	
Year 1	$ 84,000.00

3

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FISCAL YEAR 2025/26

Year 2 Allocation $ 84,000.00

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

I. PERSONNEL

line	Title/Role	Name	Annual Salary	FTE	Contract Budget	Budget Justification/Duties
101	Coordinator I	Christina Roseli	$ 121,063.80	0.15	$ 18,159.57	Oversee program, attend F5 meetings, complete reports
102	Parent Advisor	Marissa Floyd	$ 46,030.90	0.20	$ 9,206.18	Facilitator, parent contact, scheduling
103	School Community Liaison	William Carr	$ 35,176.19	0.20	$ 7,035.24	Facilitator, room set up, prep materials
104	Program Technician	Sherrell Peterson	$ 61,369.18	0.10	$ 6,136.92	Fiscal reporting and monitoring, ordering materials and supplies, reimbursements.
105					$ -	
106					$ -	
	Total Personnel				**$ 40,537.90**	

II. BENEFITS

line	Line Item	Rate		Contract Budget	
201	Fringe Benefits	32.0%		$ 12,972.13	
	Total Benefits			$ 12,972.13	

III. OPERATING EXPENSES

line	Line Item	Cost Description	Contract Budget	Budget Justification/Use
301	Mileage	.656 mileage reimbursement rate	$ 4,550.00	Mileage reimbursements used to support personnel in travel expenses to and from parent café and any other travel related to the program.
302	Materials & Supplies	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions.	$ 16,000.00	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions. Includes Materials and supplies related to café operations including food and childcare
303	Office Supplies		$ 3,500.00	Office supplies used to run operations necessary to support and sustain parent café. Items include paper, pens, staples, clips, post-its, binders, and all other supplies used in office.
304	Duplication	Cost allocation based on $0.42 per color copy and $0.35 per black & white copy	$ 1,250.00	Copies used to create flyers, handouts and communication with families and community members.
305	Other	Incentives, table prizes, etc	$ 2,333.71	All other items not included in the normal operating expenses.
306			$ -	
	Total Operating Expenses		$ 27,633.71	

IV. EQUIPMENT

(over $5,000)

line	Line Item	Contract Budget	Budget Justification/Use
401	NONE	$ -	
	Total Equipment	$ -	

V. SUBCONTRACTS/CONSULTANTS

line	Line Item	Contract Budget	Budget Justification/Use
501		$ -	*Complete separate budget template*
	Total Subcontracts/Consultants	$ -	

VI. INDIRECT

line	Line Item	Rate	Contract Budget

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FISCAL YEAR 2025/26

Year 2 Allocation $ 84,000.00

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

601	Indirect	3.52%		$ 2,856.26	
	Total Indirect			$ 2,856.26	

CONTRACT TOTALS

FISCAL YEAR 2025/26
Year 2 $ 84,000.00

3

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FISCAL YEAR 2026/27

Year 3 Allocation	**Organization:**	Sacramento City Unified School District
$ 84,000.00	**Contact:**	Dr. E'Leva Hughes-Gibson
		916-643-7801 - eleva-gibson@scusd.edu

I. PERSONNEL

line	Title/Role	Name	Annual Salary	FTE	Contract Budget	Budget Justification/Duties
101	Coordinator I	Christina Roseli	$ 121,063.80	0.15	$ 18,159.57	Oversee program, attend F5 meetings, complete reports
102	Parent Advisor	Marissa Floyd	$ 46,030.90	0.20	$ 9,206.18	Facilitator, parent contact, scheduling
103	School Community Liaison	William Carr	$ 35,176.19	0.20	$ 7,035.24	Facilitator, room set up, prep materials
104	Program Technician	Sherrell Peterson	$ 61,369.18	0.10	$ 6,136.92	Fiscal reporting and monitoring, ordering materials and supplies, reimbursements.
105					$ -	
106					$ -	
	Total Personnel				**$ 40,537.90**	

II. BENEFITS

line	Line Item	Rate		Contract Budget	
201	Fringe Benefits	32.0%		$ 12,972.13	
	Total Benefits			$ 12,972.13	

III. OPERATING EXPENSES

line	Line Item	Cost Description	Contract Budget	Budget Justification/Use
301	Mileage	.656 mileage reimbursement rate	$ 4,550.00	Mileage reimbursements used to support personnel in travel expenses to and from parent café and any other travel related to the program.
302	Materials & Supplies	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions.	$ 16,000.00	Cost allocation based on family café = 30 sessions throughout the year (5) 6 week long sessions. Includes Materials and supplies related to café operations including food and childcare
303	Office Supplies		$ 3,500.00	Office supplies used to run operations necessary to support and sustain parent café. Items include paper, pens, staples, clips, post-its, binders, and all other supplies used in office.
304	Duplication	Cost allocation based on $0.42 per color copy and $0.35 per black & white copy	$ 1,250.00	Copies used to create flyers, handouts and communication with families and community members.
305	Other	Incentives, table prizes, etc	$ 2,333.71	All other items not included in the normal operating expenses.
306			$ -	
	Total Operating Expenses		$ 27,633.71	

IV. EQUIPMENT

(over $5,000)

line	Line Item	Contract Budget	Budget Justification/Use
401	NONE	$ -	
	Total Equipment	$ -	

V. SUBCONTRACTS/CONSULTANTS

line	Line Item	Contract Budget	Budget Justification/Use
501		$ -	*Complete separate budget template*
	Total Subcontracts/Consultants	$ -	

VI. INDIRECT

Contract

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FISCAL YEAR 2026/27

Year 3 Allocation
$ 84,000.00

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

line	Line Item	Rate		Budget	
601	Indirect	3.52%		$ 2,856.26	
	Total Indirect			$ 2,856.26	

CONTRACT TOTALS

FISCAL YEAR 2026/27
Year 3 $ 84,000.00

3

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Strategic Plan 2024

Organization: Sacramento City Unified School District
Contact: Dr. E'Leva Hughes-Gibson
916-643-7801 - eleva-gibson@scusd.edu

Budget Categories	FY 2024/25 Contract	FY 2025/26 Contract	FY 2026/27 Contract	Strategic Plan 2024-27 Contract Totals
I. PERSONNEL	$ 32,895.66	$ 40,537.90	$ 40,537.90	$ 113,971.46
II. BENEFITS	$ 19,174.91	$ 12,972.13	$ 12,972.13	$ 45,119.17
III. OPERATING EXPENSES	$ 29,277.48	$ 27,633.71	$ 27,633.71	$ 84,544.90
IV. EQUIPMENT	$ -	$ -	$ -	$ -
V. SUBCONTRACTS	$ -	$ -	$ -	$ -
VI. INDIRECT	$ 2,651.95	$ 2,856.26	$ 2,856.26	$ 8,364.47
TOTAL	$ 84,000.00	$ 84,000.00	$ 84,000.00	$ 252,000.00