



## 2016 – 2017 CONTRA COSTA COMMUNITY SERVICES BUREAU AGREEMENT

**AGREEMENT BETWEEN THE CONTRA COSTA COUNTY SUPERINTENDENT OF SCHOOLS AND THE CONTRA COSTA COMMUNITY SERVICES BUREAU (CSB) FOR THE CONTRA COSTA COUNTY CALIFORNIA STATE PRESCHOOL PROGRAM – QUALITY RATING AND IMPROVEMENT SYSTEM BLOCK GRANT (Contra Costa County CSPP-QRIS).**

### **I. PURPOSE OF AGREEMENT**

THIS AGREEMENT is made on behalf of the Contra Costa (CC) County CA State Preschool Program – Quality Rating and Improvement System Block Grant 15-16 (CC County CSPP-QRIS) and entered into by and between the **Contra Costa County Superintendent of Schools** (“County Superintendent”) and the **Contra Costa Community Services Bureau** (“Agency”) for the purpose of giving local QRIS Block Grants to CA State Preschool Sites that have been rated at quality level of tier 4 or higher and to raise the quality of CSPP sites not yet at tier 4.

The County Superintendent is the lead LEA agency and fiscal agent for CSPP – QRIS Block Grant in Contra Costa County. The County Superintendent has received a 15-month grant from the Early Education and Support Division of the CA Department of Education (CDE) for the purpose of implementing the provisions of Senate Bill 858, Statute of 2014. In April of 2015, the County Superintendent was notified of the grant award and directed to implement the CC County CSPP-QRIS Block Grant in accordance with the Plan and Budget submitted to and approved by CDE.

The Agency has been selected by the County Superintendent to receive a local block grant because one or more of its CSPP sites, including sub-contractor partner CSPP sites, was fully rated by the CC County QRIS between July 1, 2015 and June 15, 2016 and achieved a quality rating of tier 4 or above. **It is the intent that the local block grant funds be used to maintain the high QRIS rating of the Agency’s CSPP Sites at tier 4, or above (e.g., keeping ratios low, paying for qualified staff, supporting strong teacher-child interactions, and maintaining a quality program).**

### **II. TERM OF AGREEMENT**

The term of this Agreement shall be for the period **July 1, 2016 through June 30, 2017**, subject to the termination provisions noted in paragraph III.5.

### **III. COUNTY SUPERINTENDENT’S RESPONSIBILITIES**

1. The County Superintendent shall issue payment to the Agency in an amount not to exceed **TWO HUNDRED EIGHTY SIX THOUSAND DOLLARS (\$286,000.00)**, in accordance with the local block grant formula in the approved CC County CSPP-QRIS Plan for 2015-16. Payment to the Agency is equivalent to classroom-based block grants to sites rated at a tier 4 or higher, including eligible sites identified as sub-contractor partner sites of the Agency. (See Attachment A)
2. Ninety percent (90%) of the grant award will be disbursed within 30 days of receipt of the signed Agreement. Upon receipt of the close-out expenditure and narrative report the

RECEIVED  
7-14-16

## 2016 – 2017 CSPP QRIS BLOCK GRANT AGREEMENT

remaining ten percent (10%) withheld will be disbursed to the Agency. The County Superintendent will inform the Agency of the reporting requirements and any additional guidance provided by the CDE concerning the use of and reporting requirements for local QRIS block grants. For block grant expenditure objectives and guidelines refer to Attachment C.

3. The County Superintendent will account for the funds and activities of the CC County CSPP-QRIS Block Grant according to the reporting requirements decided upon by the CDE.
4. The County Superintendent shall maintain a WELS database to house the data collected on the CC County QRIS, its participating sites, staff, children and families.
5. The County Superintendent may, at any time from execution of this Agreement, amend or terminate this Agreement, upon 30 days written notice specifying the effective date of such amendment or termination.
6. Payment by the County Superintendent of the local block grant funds pursuant to this Agreement is contingent upon availability and receipt of funds from the California Department of Education. The County Superintendent may terminate the Agreement for unavailability of said funds. In this event, the County Superintendent shall inform the Agency of such unavailability as soon as it becomes known.

### IV. AGENCY RESPONSIBILITIES

1. The Agency shall return two executed original Agreements to the office of the County Superintendent no later than July 18, 2016.
2. Submit a Narrative Plan and Budget Form by July 18, 2016 that describes how the Agency will use the local QRIS block grant to maintain the quality of the CSPP sites rated at tier 4 or above and provide high quality early learning services to the Contra Costa County community. The Plan should be guided and informed by the Quality Improvement Plans developed by the Agency sites participating in the CC County QRIS.
3. The Agency agrees to provide all fiscal and program reports required by the CDE of local CSPP-QRIS block grant recipient agencies, according to the required reporting schedule (see attachment B), or not later than July 14, 2017.
4. Continue to participate in the CC County QRIS by 1) creating and updating Site and Classroom Quality Improvement Plans (QIPs) that are specific, measurable, realistic and informed by child and program assessments and best practices; 2) providing leadership and support to Agency CSPP sites and staff to implement their plans; 3) providing all required data on the CSPP sites and their QIPs, 4) participating in CC County CSPP-QRIS partner meetings to review CDE reporting requirements and report on progress, 5) ensuring all Agency partner sites eligible to receive BG awards use funds for the intended purpose of this contract.
5. Participate in ongoing evaluation of CC County QRIS and CSPP-QRIS Block Grant by collection and provision of data, participation in focus groups or other methods determined by the Contra Costa County QRIS Consortium, the CA QRIS Consortium or the CDE.
6. Agency agrees to provide to the County Superintendent, to any Federal or State department having monitoring or reviewing authority, to the County Superintendent's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement.
7. Agency shall maintain a Certificate of Insurance to be made available upon request to the County Superintendent showing evidence of sufficient insurance coverage as will protect it while performing the services required by this Agreement.

## 2016 – 2017 CSPP QRIS BLOCK GRANT AGREEMENT

8. Agency shall indemnify and hold harmless the County Superintendent, its officers, agents, employees and servants from any and all claims, suits or actions of every name, kind or description, in any way occasioned by or arising out of the performance of this Agreement, but only in proportion to, and to the extent, that any and all such claims, suits or actions of every name, kind or description solely result from the negligence or willful misconduct of the Superintendent, its officers, agents and/or employees.

In the event of concurrent negligence of the Agency, its officers, agents, employees and servants and the County Superintendent, its officers, agents, employees and servants, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

The duty to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require either party hereto to indemnify the other party hereto, their officers, agents, employees and servants against any responsibility or liability in contravention of Section 2782 of the Civil Code.

9. Responsibility for Audit Exceptions:

Audit exceptions are defined as any unfavorable finding in any audit of Contractor's performance under this Agreement. Agency is aware and is hereby on notice that any and all failure to comply with relevant Federal, State, and local statutes, rules, and regulations, including requirements of the County Superintendent, may result in Agency liability to repay part or all of the funds under this Agreement.

Agency will notify the County Superintendent in writing immediately of any audit exception(s). Agency may at that time or anytime thereafter, give notice of intent to terminate this Agreement subject to satisfactory corrections within thirty (30) days.

Agency agrees to correct and resolve all audit exceptions to the County Superintendent's satisfaction and agrees to give such response to the County Superintendent as the County Superintendent deems necessary regarding any audit exception. Agency is aware and is hereby on notice that audit exceptions may result in the County Superintendent's liability to the State of California, among others, for part or all of the funds provided under this Agreement and so agrees to pay to the County Superintendent the full amount of the County Superintendent's liability resulting from said audit exceptions attributable to the Agency.

### V. OTHER TERMS OF AGREEMENT

This agreement is of no force or effect unless, or until, the authorized signatures from the County Superintendent and the Agency appear on this document.

2016 – 2017 CSPP QRIS BLOCK GRANT AGREEMENT

VI. ADDRESSES

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

FOR THE  
County Superintendent

Karen Sakata, County Superintendent of Schools  
Contra Costa County Office of Education  
77 Santa Barbara Road  
Pleasant Hill, CA 94523  
925-942-3433  
925-472-0875 FAX  
[ksakata@cccoe.k12.ca.us](mailto:ksakata@cccoe.k12.ca.us)

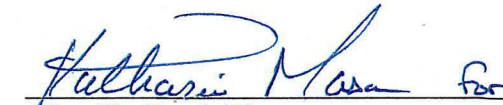
FOR the  
Contractor

Camilla Rand, Director  
Contra Costa Community Services Bureau  
1470 Civic Court, Concord, CA 94520  
925-681-6339  
[crand@ehsd.cccounty.us](mailto:crand@ehsd.cccounty.us)

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



\_\_\_\_\_  
Karen Sakata, County Superintendent of Schools  
Contra Costa County Office of Education



\_\_\_\_\_  
Camilla Rand, Director  
Contra Costa Community Services Bureau

8/2/16

\_\_\_\_\_  
Dated

7/7/16

\_\_\_\_\_  
Dated