

**GRANT AWARD PASS-THROUGH AGREEMENT**  
**BETWEEN**  
**FIRST 5 SAN FRANCISCO**  
**AND**  
**THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

THIS GRANT AWARD PASS-THROUGH AGREEMENT (the "Agreement") is entered into by and between **FIRST 5 SAN FRANCISCO** ("FIRST 5"), a public agency in San Francisco dedicated to the healthy development of children ages zero to five years, and the **SAN FRANCISCO UNIFIED SCHOOL DISTRICT** ("District"), a public school district and political subdivision of the State of California.

**WHEREAS**, the District was awarded a grant by the California Department of Education ("CDE"), as detailed herein,

**WHEREAS**, the District will pass through to FIRST 5 the grant funding in order for FIRST 5 to implement the grant, as detailed herein,

**NOW THEREFORE**, in consideration of the mutual agreements and promises contained herein, First 5 and the District agree as follows:

**1. THE GRANT**

Per Appendix A ("CDE Grant Award Notification"), the District was awarded the 2014-15 and 2015-16 California State Preschool Program ("CSPP") Quality Rating and Improvement System ("QRIS") Block Grant (the "Grant"). The award amount for 2014-15 is in the amount of one million five hundred thirty one thousand eight hundred and seventy dollars (\$1,531,870.00) and in 2015 – 16 is in the amount of **one million one hundred sixty eight thousand three hundred and eighty five dollars (\$1,168,385.00)** for fiscal year 2015-2016. Appendix A is hereby attached and incorporated into this Agreement by reference as though fully set forth herein.

**2. GRANT BUDGET**

The budget for the implementation of the Grant under this Agreement ("Grant Budget") is set forth in Appendix B ("Budget"), which is hereby attached and incorporated into this Agreement by reference as though fully set forth herein. SFUSD will withhold a fee of 4.05% from the total grant award for FY14-15, in the amount of \$62,041, and FY15-16 in the amount of \$47,320 as described in Appendix B ("Budget") as SFUSD Indirect/Pass-Through Fee.

**3. SCOPE OF WORK**

The roles of the parties in the implementation of the Grant are as follows. The District will pass through to First 5 all the Grant funds, and First 5 will be responsible for the implementation of the Grant as set forth in Appendix C ("Scope of Work"), including without limitation all services, reports, deliverables, results and timelines. Appendix C, which is the CDE Request for Applications ("RFA") for the 2015-16 CSPP QRIS Block Grant, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein. The Scope of Work sets forth all activities that are the subject of this Agreement. The Grant awarded by CDE, to be implemented under this Agreement, was designated "Priority IA" by CDE, as shown on Appendix D ("Funding Results; Priority Designations"), which is hereby attached and incorporated into this Agreement by reference as though fully set forth herein.

#### 4. **NOTICES**

4.1. All notices hereunder shall be in writing, personally delivered or sent by certified mail, return receipt requested, or by e-mail, addressed to the other party as follows, and shall be effective as of the date of personal delivery or mailing:

##### **NOTICE TO THE DISTRICT:**

DISTRICT SITE/DEPARTMENT	Early Education Department
HEAD OF SITE/DEPARTMENT	Carla Bryant
<b>CONTACT PERSON</b>	<b>Courtney Graham</b>
STREET ADDRESS	555 Franklin St.
CITY, STATE, ZIP	San Francisco, CA 94102
EMAIL	bryantc@sfusd.edu
TELEPHONE*	(415)241-6121

##### **WITH NOTICE ALSO TO:**

Contracts Office  
San Francisco Unified School District  
135 Van Ness Street, Room 102  
San Francisco, CA 94102

##### **NOTICE TO FIRST 5:**

ORGANIZATION NAME:	First 5 San Francisco
HEAD OF SITE/DEPARTMENT	Laurel Kloomok
<b>CONTACT PERSON</b>	<b>Ingrid Mezquita</b>
STREET ADDRESS	<b>1390 Market Street, Suite 318</b>
CITY, STATE, ZIP	<b>San Francisco, CA 94102</b>
EMAIL	laurel@first5sf.org
TELEPHONE*	(415)934-4849

4.2. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

#### 5. **TERM; EFFECTIVE DATE; TERMINATION**

5.1. This Agreement shall be effective as of **July 1, 2015** and shall end at 12:00 midnight PST on **June 31, 2016**.

5.2. In the event the CDE alters or terminates the Grant prior to its scheduled expiration, the parties will immediately notify each other in writing of said alteration of termination by the CDE, and the parties will work together diligently and in good faith to amend this Agreement to appropriately reflect the changes made by CDE.

5.3. The termination or expiration of this Agreement shall not affect any claims, rights or obligations of the parties that accrued prior to such termination or expiration.

## **6. FINANCIAL RECORDS AND AUDITS**

6.1. Each party hereto agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a minimum of three years from the date of FIRST 5's submission of a final expenditure report to the CDE. The retention period will be extended if any litigation, claim, or audit commences prior to the expiration of the three-year period, in which case the records must be kept until all litigation, claims, or audit findings involving the records are resolved.

## **7. INSURANCE**

7.1. District Coverage. District will, at its sole expense, self-insure or maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to FIRST 5 a letter of self-insurance and/or certificate of insurance evidencing such coverage.

7.2. FIRST 5 Coverage. FIRST 5 will maintain, at its sole expense, worker's compensation insurance or other equivalent coverage on its employees as required by law, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to District a certificate of insurance evidencing such coverage.

## **8. INDEMNIFICATION; LIMITATION OF DAMAGES**

8.1. Each party hereto will indemnify, defend and hold harmless the other party, and its respective Board, officers and employees from and against any and all third party loss, liability, expense, including reasonable attorneys' fees, or claims for injury or damages (collectively "Claims") arising out of the indemnifying party's performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

8.2. In the event of concurrent negligence of the parties, the parties' respective officers or employees, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the indemnifying party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this Agreement.

8.3. The parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement.

8.5. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

8.6. The provisions of this Section 8 ("Indemnification; Limitation of Damages") shall survive the termination or expiration of this Agreement.

## **9. USE OF NAME; MARKETING**

Excluding a simple statement or acknowledgement of this Agreement between the parties, no party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section 9 ("Use of Name; Marketing"), nothing in this Section shall infringe upon the First Amendment rights of the parties.

## **10. COMPLIANCE WITH LAWS**

Each party certifies and assures compliance with all local, state, and federal laws and regulations applicable to the party's performance under this Agreement, including but not limited to applicable state, federal and local non-discrimination requirements.

## **11. CONFIDENTIALITY**

11.1. Each party's use of pupil and employee information received in the performance of this Agreement shall be consistent with applicable state and federal confidentiality laws, including without limitation California Education Code section 49073 *et seq.*; the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated thereunder; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder; the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH") and the regulations promulgated thereunder.

11.2. Each party shall only use pupil and employee personally identifiable or otherwise confidential information obtained in the performance of this Agreement for purposes of the performance of this Agreement and for no other purpose.

11.3. Upon termination or expiration of this Agreement, if no subsequent agreement is in place between the parties to allow each party to have access to the other's pupil or employee personally identifiable or otherwise confidential information, then any such information that is in the possession of each party shall be confidentially and securely returned to the party of origin for that data ("Disclosing Party") in all forms in which the party that received the data ("Receiving Party") is holding such data, including without limitation in a computer-readable format, to the extent applicable. Once such data are received back by the Disclosing Party, and, if applicable, the Disclosing Party confirms that the computer-readable format is indeed readable, the Receiving Party shall securely destroy all remaining copies of such data that it holds in any form or media within fourteen (14) days of such confirmation. The Receiving Party shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method(s) of secure destruction. Upon request, the Receiving Party shall provide the Disclosing Party with written certification that such destruction has occurred.

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

## **12. GENERAL PROVISIONS**

12.1. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of California, including without limitation all matters of construction, validity and performance, and excluding its conflict of law provisions. The venue for any dispute under this Agreement shall be the City and County of San Francisco.

12.2. Assignment. Neither party shall assign, delegate or subcontract any of its obligations hereunder without first obtaining written consent from the other party. This Agreement inures to the benefit of, and is binding upon, the parties hereto and the successors and permitted assigns of the parties hereto.

12.3. Independent Contractors. The relationship between FIRST 5 and the District is that of independent contractors. The parties are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting

parties. The parties shall have no power to bind or obligate the other party in any manner, except as expressly provided in this Agreement or authorized in writing.

12.4. Dispute Resolution.

12.4.1. The parties agree to negotiate in good faith to resolve any and all differences arising between them in the interpretation or performance of this Agreement. If FIRST 5's and District's project managers cannot resolve a dispute through such negotiations, then the parties' project managers will escalate the dispute to their respective executives who are at a higher level of management than the project managers, who will negotiate in good faith to resolve the differences between the parties.

12.4.2. If the parties' executives are unable to agree on any matter following such good faith negotiation, then, prior to taking other action, the parties shall engage the services of a mutually acceptable third party to mediate the dispute.

12.4.3. The cost of such mediation, if any, shall be borne equally by the parties. Each party shall bear its own costs, including any attorney fees, incurred in connection with the preparation for or attendance at the mediation.

12.4.4. No party may initiate legal action prior to the conclusion of the good faith negotiation and mediation processes detailed herein. If, on the completion of such processes, the parties are unable to settle the dispute, then either party may request that the matter be submitted to non-binding arbitration. All costs associated with such arbitration shall be paid by the party requesting such arbitration unless otherwise agreed to in a writing signed and approved by the duly authorized representatives of the parties in the same manner as this Agreement.

12.5. Entire Agreement; Amendments. This Agreement, including its incorporated Appendices, contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings, and arrangements between the parties, whether oral or in writing, relating to the subject matter hereof. This Agreement may only be modified by written amendment executed and approved by the authorized representatives of the parties in the same manner as this Agreement. The parties will work cooperatively and in good faith to ensure that any amendments hereto are consistent with the Scope of Work or are otherwise acceptable to CDE under the Grant.

*(Continued on the next page.)*

**13. PARTY SIGNATURES TO AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**For FIRST 5 SAN FRANCISCO**

APPROVED:

\_\_\_\_\_  
Laurel Kloomok  
Executive Director

**For SAN FRANCISCO UNIFIED SCHOOL DISTRICT**  
Approved by SFUSD Board of Education Resolution No. # \_\_\_\_\_ on \_\_\_\_\_ (attached).

APPROVED:

\_\_\_\_\_  
Reeta Madhavan  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Cassie Coleman  
Sr. Deputy General Counsel

REVIEWED:

\_\_\_\_\_  
Contracts Office

RECOMMENDED:

\_\_\_\_\_  
Carla Bryant  
Chief, Early Education Department

## Appendix A

### CDE Grant Award Notification

**Coleman, Cassie**

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**From:** Bryant, Carla  
**Sent:** Thursday, July 16, 2015 1:56 PM  
**To:** Coleman, Cassie  
**Subject:** FW: Intent to Award: San Francisco

FYI...

**From:** PSQRISBG [<mailto:PSQRISBG@cde.ca.gov>]  
**Sent:** Friday, July 10, 2015 12:03 PM  
**To:** Bryant, Carla; [laurel@first5sf.org](mailto:laurel@first5sf.org)  
**Cc:** Hughes Gibson, E'Leva; Graham, Courtney  
**Subject:** Intent to Award: San Francisco

Congratulations Ms. Bryant and Ms. Kloomok,

We have read and approved your application for the 2015–16 CSPP QRIS Block Grant. Your approved application and plans will now be kept on file with the Early Education and Support Division. Your projected award amount is \$1,168,385.00.

As stated within the Critical Dates for the Request for Applications, the final funding list will be posted on the California Department of Education (CDE) Web site when all data is verified and appeals are decided. Applicants are advised not to obligate funds based on this list.

Thank you for the work that you do and for continuing to bring quality to our youngest learners.

Sincerely,

The CSPP QRIS Implementation Team  
Early Education and Support Division  
California Department of Education  
1430 N Street, Suite 3410  
Sacramento, CA 95814  
[PSQRISBG@cde.ca.gov](mailto:PSQRISBG@cde.ca.gov)

**Appendix B**

**Budget**

**QRIS State Block Grant - San Francisco**

DRAFT BUDGET -- FY 2015/16

		FY 2014/15	FY 2015/16	+/-	% Diff
<b>San Francisco CSPP Spaces</b>		<b>4,708</b>	<b>4,708</b>		
QRIS Block Grant Fund Allocation		\$1,531,870	\$1,168,385	-\$363,485	-24%
<b>CSPP QRIS Funding Availability</b>		<b>\$1,531,870</b>	<b>\$1,168,385</b>		
<b>Costs by Category</b>					
QRIS Grants: Tier 4 & 5		\$827,210	\$689,347	-\$137,863	-17%
Training/TA: Tiers 3 & below		\$245,099	\$128,522	-\$116,577	-48%
Rating & External Assessments		\$306,374	\$233,677	-\$72,697	-24%
First 5 Admin/Indirect		\$91,146.27	\$69,518.91	-\$21,627	-24%
SFUSD Indirect/Pass-Through Fee		\$62,041	\$47,320	-\$14,721	-24%
<b>Grand Total</b>		<b>\$1,531,870</b>	<b>\$1,168,385</b>	<b>-\$363,485</b>	<b>-24%</b>
<b>Current:</b> QRIS Grant P/Slot Rate - FY 2014/15				\$ 260	
<b>Percent Difference:</b> btwn FY 2014/15 & 2015/16				-24%	
<b>Reduction:</b> QRIS Grant P/Slot Rate - FY 2015/16				\$ (61.69)	
<b>Revised:</b> QRIS Grant P/Slot Rate - FY 2015/16				\$ 198	

QRIS Projected Participation	Tier 4 & 5	T5 Grants	Supports	Allocation
FY 2014/15 (Baseline)	54%	\$827,210	\$704,660	\$1,531,870
FY 2015/2016	59%	\$689,347	\$479,038	\$1,168,385
FY 2016/2017	64%	\$747,766	\$420,619	\$1,168,385
FY 2017/2018	69%	\$806,186	\$362,199	\$1,168,385
FY 2018/2019	74%	\$864,605	\$303,780	\$1,168,385



**Appendix C**  
**Scope of Work**  
**(Attached)**

**Appendix D**

**Funding Results; Priority Designation**

Funding Results: FY 2015-16 California State Preschool Program QRIS Block Grant RF... Page 1 of 2

**Funding Results**

**FY 2015-16 California State Preschool Program QRIS Block Grant RFA**

Note: Recipients and funding amounts are subject to budget and administrative adjustments.

[Funding Results \(Priority IA\)](#) | [Funding Results \(Priority IB\)](#) | [Proposed Funding Results \(Priority II\)](#)

Program Questions: Serene Yee, e-mail: [syee@cde.ca.gov](mailto:syee@cde.ca.gov), tel. 916-322-1048

Fiscal Questions: Kim Taniguchi, e-mail: [ktaniguchi@cde.ca.gov](mailto:ktaniguchi@cde.ca.gov), tel. 916-323-1301

➔ **Funding Results (Priority IA)**

County Name(s)	Entity	Amount
Alameda	Alameda County Office of Education	\$2,310,787.00
Contra Costa	Contra Costa County Office of Education	\$1,307,937.00
El Dorado	El Dorado County Office of Education	\$253,960.00
Fresno	Fresno County Office of Education	\$2,569,776.00
Los Angeles	Los Angeles County Office of Education	\$15,479,004.00
Merced, Madera, Mariposa	Merced County Office of Education	\$1,061,940.00
Orange	Orange County Department of Education	\$3,321,599.00
Sacramento	Sacramento County Office of Education	\$2,177,102.00
San Diego	San Diego County Office of Education	\$4,321,096.00
San Francisco	San Francisco Unified School District	\$1,168,385.00
San Joaquin	San Joaquin County Office of Education	\$1,160,423.00
Santa Barbara	Santa Barbara County Office of Education	\$658,788.00
Santa Clara	Santa Clara County Office of Education	\$1,729,947.00
Santa Cruz	Santa Cruz County Office of Education	\$382,198.00
Ventura	Ventura County Office of Education	\$955,075.00
Yolo	Yolo County Office of Education	\$349,510.00

**Funding Results (Priority IB)**

County Name(s)	Entity	Amount
Inyo, Alpine, Mono	Inyo County Office of Education	\$79,625.00
Kern	Kern County Office of Education	\$1,421,507.00
Kings	Kings County Office of Education	\$412,371.00
Placer, Nevada, Sierra	Placer County Office of Education	\$272,819.00
Riverside	Riverside County Office of Education	\$2,883,245.00
San Mateo	San Mateo County Office of Education	\$1,001,593.00
Sonoma	Sonoma County Office of Education	\$423,267.00

**Proposed Funding Results (Priority II)**

County Name(s)	Entity	Amount
Butte	Butte County Office of Education	\$286,648.00

## Appendix D

### Funding Results; Priority Designation (Continued)

9/15/2015

Funding Results: California State Preschool Program QRIS Block Grant RFA (CA Dept of Education)

## Funding Results

### California State Preschool Program QRIS Block Grant RFA

Note: Recipients and funding amounts are subject to budget and administrative adjustments.

[Funding Results \(Priority I\)](#) | [Funding Results \(Priority II\)](#)

**Program Questions:** Serene Yee, e-mail: [syee@cde.ca.gov](mailto:syee@cde.ca.gov), tel. 916-322-1048

**Fiscal Questions:** Shoshannah Fuentes, e-mail: [sfuentes@cde.ca.gov](mailto:sfuentes@cde.ca.gov), tel. 916-319-0625

#### Funding Results (Priority I)

County Name(s)	Entity	Amount
Alameda	Alameda County Office of Education	\$3,032,511.00
Contra Costa	Contra Costa County Office of Education	\$1,470,062.00
El Dorado	El Dorado County Office of Education	\$265,776.00
Fresno	Fresno County Office of Education	\$2,442,079.00
Los Angeles	Los Angeles County Office of Education	\$16,646,606.00
Merced, Madera, Mariposa	Merced County Office of Education	\$926,799.00
Orange	Orange County Department of Education	\$3,252,093.00
Sacramento	Sacramento County Office of Education	\$2,312,932.00
San Diego	San Diego County Office of Education	\$5,111,873.00
San Francisco	San Francisco Unified School District	\$1,531,870.00
San Joaquin	San Joaquin County Office of Education	\$1,437,857.00
Santa Barbara	Santa Barbara County Office of Education	\$730,639.00
Santa Clara	Santa Clara County Office of Education	\$1,920,612.00
Santa Cruz	Santa Cruz County Office of Education	\$405,333.00
Ventura	Ventura County Office of Education	\$956,402.00
Yolo	Yolo County Office of Education	\$405,333.00

#### Funding Results (Priority II)

County Name(s)	Entity	Amount
Inyo, Alpine, Mono	Inyo County Office of Education	\$74,170.00
Kern	Kern County Office of Education	\$1,651,258.00
Kings	Kings County Office of Education	\$447,948.00
Placer, Nevada	Placer County Office of Education	\$268,704.00
Riverside	Riverside County Office of Education	\$3,014,945.00
San Mateo	San Mateo County Office of Education	\$1,138,574.00

<http://www.cde.ca.gov/fg/fo/r2/cspqris1415p1result.asp?print=yes>

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**Appendix D**

**Funding Results; Priority Designation (Continued)**

9/15/2015

Funding Results: California State Preschool Program QRIS Block Grant RFA (CA Dept of Education)

Sonoma	Sonoma County Office of Education	\$555,624.00
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[CSPP QRIS RFA Priority 1 Funding Results \(XLS\)](#)

[Return to CSPP QRIS RFA](#)

[More about California State Preschool Program QRIS Block Grant RFA](#)

Last Reviewed: Monday, March 30, 2015