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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting  
Date**

*(To be completed by  
Procurement)*

9/24/15

**Subject** Memorandum of Understanding - First Five of Alameda County (contractor) - 910/Early Education (site/department)

**Action  
Requested**

Approval of Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided via the Early Education Department for the period of July 7, 2015 through June 30, 2016.

**Discussion**

*One paragraph  
summary of the  
scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the District and First Five of Alameda County, Alameda, CA, for the purpose of establishing a partnership for providing site and service ratings, assessments, potential quality improvement strategies and technical assistance through the Quality Counts program for the period of July 7, 2015 through June 30, 2016, at no cost to the District.

**Recommendation**

Approval of the Memorandum of Understanding between Oakland Unified School District and First Five of Alameda County. Services to be primarily provided to the Community Schools and Student Services Department for the period of July 7, 2015 through June 30, 2016.

**Fiscal Impact**

Funding resource name: No fiscal impact to District.

**Attachments**

Memorandum of Understanding

within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that **Oakland Unified School District** will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 Alameda County and/or its associated contractors or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.

If First 5 Alameda County staff or any funded contractors become aware of suspected child abuse or neglect while providing consultation and/or project support, and a report is not filed within the legal timeframe by program, First 5 Alameda County staff and/or contractor will file a report by phone and in writing within 24 hours.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of First 5 Alameda County to improve health and development of children age 0-5. Failure to report may result in termination of services or funding.

### First 5 Alameda County

\_\_\_\_\_  
Janis Burger  
Chief Executive Officer

\_\_\_\_\_  
Date

**Oakland Unified School District**

\_\_\_\_\_  
Authorized Signature  
Site Name

\_\_\_\_\_  
Date

James Harris  
President, Board of Education

Antwan Wilson  
Secretary, Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at (<https://www.sam.gov/>).

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By: 0/2



## MEMORANDUM OF UNDERSTANDING

### FIRST 5 ALAMEDA COUNTY AND OAKLAND UNIFIED SCHOOL DISTRICT

The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.

First 5 Alameda County approved a Strategic Plan for a comprehensive system of early intervention services for children 0 to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is working with community partners to promote access to quality early care and education in family child care and center-based settings (2013-2017 Strategic Plan, page 9).

This Memorandum of Understanding (MOU) is entered into by **First 5 Alameda County (F5AC) and Oakland Unified School District** for the purpose of establishing a partnership for providing site and service rating, assessments, potential quality improvement strategies and technical assistance through the Quality Counts program. This MOU is effective July 7, 2015.

#### I. PERFORMANCE REQUIREMENTS

**To achieve the goals of Quality Counts, Oakland Unified School District is committed to doing the following:**

- A. Notify all parents and staff of participation in Quality Counts (QC).
- B. FCC Owner/Center Administrator will participate in one QC Orientation and Rating meeting to review portfolio instructions, assessment expectations, and other program requirements. Owner/Administrator may bring additional staff. Owner/Administrator will share and discuss all information presented in the QC Orientation and Rating meeting with their staff (\*\*QC staff may assist if needed). This includes but is not limited to:
  - QC purpose, process, timeline and potential quality improvement activities and incentives;
  - What to expect during the assessments;
  - The potential for regular coaching/consultation meetings to support quality improvement efforts; and
  - Discussing your site's Rating, Road Map and Quality Improvement Plan with all staff.

\*\* Quality Counts staff includes staff from First 5 Alameda County, the 3 local Resource and Referral (R&R) agencies (4C's, Bananas, Child Care Links), the Alameda County Early Care and Education Program, the Low Income Investment Fund (LIIF), and Jewish Family and Children's Services of the East Bay (JFCS), and others as identified by F5AC.



- C. Prepare for an on-site Rater review (including gathering or relevant documents) as instructed in the Portfolio (with the support of a QC Rater) every two years for the duration of participation. Allow independent ERS and CLASS assessors to observe and score program/randomly-selected classrooms for each rating period. Allow results of ERS and CLASS assessments to be shared with the assigned QRIS technical assistance staff.
- D. Maintain mandated teacher: child ratios while ECE staff meet with QC staff.
- E. Notify QC Administrator within 36 hours if the child care site receives a Substantiated Complaint or Type A deficiency, or a non-compliance conference or an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and if there is a probationary license with Community Care Licensing Division during the time period of participation in the QC program. Continue to operate a child care program at the address listed on the program's approved QC application for the duration of services and the life of the 2 year rating.
- F. If QC participant does not complete or chooses not to participate in any one of the above listed activities, including activities recommended by QC staff, QC services may be terminated immediately, which will result in the participant losing QC site status and site will be ineligible to apply for any/further grant funding.

## II. INCENTIVES

Participant has read and agrees to the attached document regarding Professional Development stipend and grant eligibility amounts and guidelines.

- **Attachment A:** CSPP Quality Counts FAQ Sheet

## III. INSURANCE AND REPORTING

- A. Maintain a minimum of \$300,000.00 in general liability insurance, with First 5 Alameda County and Alameda County listed as additional insured, for the full two years of the project term. Proof of insurance with the appropriate levels of coverage must be submitted to First 5, attention Sonia Gonzalez-Garcia. Failure to maintain the required insurance during the project term may affect current and future participation in the QRIS program, as determined by First 5.
- B. Additional Insured Endorsement shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees, contractors, and volunteers, and Alameda County, its Board of Supervisors, officers, agents and employees as Additional Insureds with respect to services being provided. Additional insured endorsement shall be equivalent to ISO form CG 20 09 10 93.
- C. For the duration of participation, complete and return annual reports in a form specified by QC staff, and by the deadline determined. Programs also agree to allow pre-arranged site visits from any QC staff.
- D. Provide QC staff with race/ethnicity information for the child care site staff and children enrolled at the child care site as well as educational level of staff. Names MUST be attached to educational level of staff information Name should not be attached to child



specific information. Additional information may be requested as a part of California's QC application.

#### IV. LIMITATION ON LIABILITY; INDEMNIFICATION

Oakland Unified School District agrees to indemnify, to save and hold harmless the other party and their respective individual members, officers, agents, employees, contractors, and volunteers, from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of **First 5 Alameda County and associated Quality Counts staff or Oakland Unified School District** respective employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

#### V. GENERAL TERMS

##### ***Period of Operation and Termination***

This agreement will take effect upon signing of both parties to the agreement and shall remain in effect until terminated. Each party shall have the right to terminate the agreement upon 30 days prior written notice to the other party.

##### ***Alteration of Terms***

It is mutually agreed that this agreement may be modified or amended upon the written consent of the parties hereto.

##### ***Governing Laws and Regulations***

It is agreed that, if any of the provisions of this MOU are affected by changes in Federal or State laws or regulations, this MOU may be renegotiated and amended accordingly, subject to the provisions outline in the preceding two (2) paragraphs.

##### ***Failure to Participate***

If QC staff determine that the QC participant is not upholding its commitment to participation in any QC quality improvement (QI) service such as coaching or consultation (e.g. missing scheduled meetings, failing to make progress toward identified goals), the QI service may be discontinued. Lack of a demonstrated commitment to QI services will also be taken into consideration for future selection and funding for such services.

##### ***Health and Safety Hazards***

If QC staff observes serious hazards or behavior that jeopardizes the health and safety of children at the site, First 5 Alameda County will be responsible for determining the steps to be followed including but not limited to:

- A. First 5 Alameda County, in partnership with associated QC staff and contractors, may determine that the situation warrants a report to a regulatory agency. If a report is made, First 5 Alameda County and/or QC staff and associated contractors will inform the QC site **unless the investigating agency has determined and notified First 5 Alameda County and/or QC staff and associated contractors in writing that it would impede the investigation of the incident or situation.**
- B. First 5 Alameda County, in partnership with QC staff and associated contractors, reserves the right to determine if they will continue working with a site that has been reported, based on its professional judgment and the feasibility of making needed changes within the site and/or program staff.



- C. First 5 Alameda County, and/or QC staff and contractors reserves the right to withdraw QC staff from providing services at a site at any time. Eligibility for any First 5 Alameda County funding and/or grants program may be discontinued, modified, or withheld at the discretion of First 5 Alameda County pursuant to a change in law or a material adverse change in the Center/Provider's condition, including failure to comply with licensure requirements, investigation by any entity with authority over the program, or in the case of any citation for child abuse or neglect without follow-up clearance by the appropriate regulatory agency.

### ***In Good Standing with Community Care Licensing (CCL)***

If a site license is changed to anything other than "In Good Standing," the QC rating and services to the site are suspended<sup>1</sup> (rating suspended and program no longer receiving QC site-level Quality Improvement resources, including financial incentives, technical assistance, coaching, and on-site training). All participating sites' licenses must be current and "In Good Standing,"<sup>2</sup> which means a licensed child care center or family child care home currently does not have<sup>3</sup> any of the following:

- 1) A non-compliance conference;
- 2) An administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and
- 3) A probationary license. (California RTT-ELC QRIS Implementation Guide, pgs. 6-7).

### ***Mandated Ratios***

QC staff will conduct observations and activities related only to the functions of the QC process. QC staff cannot and will not replace regular program staff, nor be "counted" for the mandated adult-child ratios in the program.

### ***Consent to Share***

QC staff may share information, within legal limits and First 5 Alameda County's Confidentiality policy, about your site and the services provided. This process will enhance the quality and relevance of the services you receive and ensure that we are not duplicating services. Site ratings for all participating sites will be made public per the requirements of the Race to the Top Early Learning Challenge Grant and the California Department of Education.

## **VI. TERMS OF AGREEMENT**

The term of this agreement is on-going beginning with the date of this fully executed MOU. A site's 2-year re-rating information will be used to determine eligibility and need for continuing quality improvement services.

Provisions of this agreement will be subject to modification only by the written consent of the undersigned parties.

## **VII. FILING REPORTS WITH CHILD PROTECTIVE SERVICES (CPS) / CHILD CARE LICENSING (CCL)**

If **Oakland Unified School District** has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of First 5 Alameda County funded work, it is expected that they will file a report of the situation to CPS. In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing

<sup>1</sup> Reinstatement protocols are determined at the local level.

<sup>2</sup> Reference-Health and Safety Code sections 1596.773 and 1596.886.

<sup>3</sup> Consortia may choose locally to impose a time period of up to 12 months in the past  
QC MOU





## CSPP QUALITY COUNTS FAQ

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### **What is Quality Counts?**

Quality Counts is a new program that rates, supports and rewards early childhood and education programs by integrating two important quality efforts in Alameda County: The professional development support program AB212 and the Quality Rating Improvement System (QRIS). AB212 is funding for state subsidized (Title V) programs and is aimed at building a skilled and stable early care and education workforce. The Quality Rating Improvement System (QRIS) is intended to improve the quality of early care and education (ECE) for children.

Sites that participate in Quality Counts receive a rating of their site and detailed assessment information about their site's progress against quality standards. The incentives and support available to a program for quality improvement will vary depending upon the rating and type of program.

### **What is the Quality Rating Improvement System?**

The Quality Rating Improvement System (QRIS) is intended to improve the quality of early care and education for children by measuring the current quality of ECE programs.

California's QRIS uses a Quality Framework Hybrid Matrix<sup>4</sup>, built on research-based standards, to rate programs along seven quality elements. These include child observation, developmental and health screenings, qualifications for lead teacher and director, teacher-child interactions, program environment, and group size and ratio. Programs receive a Tier rating of 1-5, with Tiers 4 and 5 indicating a High Quality Program, and Tiers 1, 2, or 3 indicating an Emerging Quality Program.

### **Who is eligible for Quality Counts?**

All California State Preschool Programs (CSPP) are eligible to participate in Quality Counts. If additional funding is secured, more ECE programs may be eligible in future years.

### **What are the benefits to CSPPs participating in Quality Counts?**

Every CSPP site that participates gets a free review of its program and a Quality Counts rating, including:

- An Environmental Rating Scale (ERS) assessment of selected classrooms
- A Classroom Learning, Assessment and Scoring System (CLASS) assessment of selected classrooms

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<sup>4</sup> We will be using this version of the matrix until December 2016. We will begin using the updated Quality Framework Hybrid Matrix after December 2016.



- A review of program progress in areas such as child observation, developmental and health screenings, lead teacher and director qualifications, and ratio and group size
- A Quality Counts Roadmap which lists the steps required to maintain (for Tier 5) or improve (for Tiers 1-4) their rating

### **What is the CSPP Quality Rating and Improvement System (CSPP-QRIS) Block Grant?**

The CSPP-QRIS Block Grant is an allocation of \$50 million of State Proposition 98 funds for the support of a local early learning Quality Rating Improvement System (QRIS) that will increase the number of low-income children in high-quality California State Preschool Programs (CSPP).

The QRIS uses a Quality Framework Hybrid Matrix to rate preschool sites and give them a Tier rating of 1-5. The Block Grant is intended to rate and reward CSPP sites that receive a High Quality Rating (Tier 4 or 5) and to rate and support CSPP sites that receive an Emerging Quality Rating (Tier 1, 2, or 3) in efforts to improve quality. In Alameda County, the program to rate, support and reward programs using the QRIS and AB212 is called **Quality Counts**.

### **Why should my site apply to participate this year?**

In 2015, fewer California counties are participating in the QRIS Block Grant, so more funds are available to Alameda County. In future years, more counties will participate and Alameda County's allocations will decrease. This means that quality rewards and quality improvement grants will be higher in 2015 than they will be in future years. In 2015 only, CSPP programs may receive both quality rewards **and** quality improvement grants. After 2015, CSPP programs will be eligible to receive either a Quality Reward (Tiers 4 and 5) **or** a Quality Improvement Grant (Tiers 1, 2 and 3).

### **What kind of grants and rewards can CSPP programs in Quality Counts receive?**

Possible grants, rewards and resources are based on a site's QRIS rating.

A site with a rating of **High Quality (Tier 4 or 5)** will receive:

- An annual Quality Reward based on enrollment of children receiving a CSPP subsidy. Quality Rewards for sites whose ratings are completed by November 2015 are estimated at:
  - Tier 4 -- A \$200 base reward plus an additional \$480 for each full day CSPP enrolled child.
  - Tier 5 -- A \$200 base reward plus an additional \$528 for each full day CSPP enrolled child.
- For children enrolled in part-day CSPP programs the Quality Reward calculation will be adjusted to .6172 of the full day rate.
- An annual \$350/teacher professional development stipend for teachers who complete 21 hours of qualifying professional development.
- A **one-time only** Quality Improvement Grant for each CSPP classroom to be used for materials, facilities, professional development or technology.
- An annual training allocation for professional development aligned to the site's quality goals.

A site with a rating of **Emerging Quality (Tier 1, 2, or 3)**, will receive:

- An annual Quality Improvement Grant.



- This grant can be used for materials, facilities, professional development, or technology
- Sites will receive an equal amount (to be determined) for each classroom where CSPP children are enrolled.
- An annual \$350/teacher professional development stipend for teachers who complete 21 hours of qualifying professional development.
- An annual training allocation for professional development aligned to the site's quality goals.

**Will the Quality Reward amount be the same every year?**

No. As more counties participate, Alameda County will receive a smaller share of the state funding. As more sites receive High Quality ratings, our available funding will have to be distributed among more programs. We anticipate that when all counties are participating and all sites are high quality, the reward amounts will stabilize at approximately \$200 per full-time enrolled CSPP child.

**If my site is rated Emerging Quality (Tier 1, 2 or 3) what kind of coaching and technical assistance could I receive?**

All Emerging Quality sites will receive:

- A QRIS Road Map indicating the rating for each element of the Quality Framework and what is required to move to the next Tier.
- Support to develop an individualized Quality Improvement Plan (QIP) detailing step-by-step strategies to achieve the site's quality goals. Depending on the details of the QIP, sites may be eligible to receive a variety of coaching and specialty consultation.
- Training for professional development that aligns with the QIP.
- Professional development stipends for individual staff who complete 21 hours of qualifying professional development.
- A coach to support the program's quality improvement strategies, and to provide guidance in areas of health and safety, environments and materials, and program structure.
- If needed, specialty consultation that might include mental health consultation, CLASS coaching, business and fiscal support, training in the CSEFEL (Center on the Social and Emotional Foundations for Early Learning) model, or technical assistance and training to implement universal developmental and social emotional screening using the Ages and Stage Questionnaire (ASQ).

**When will my site be rated again?**

Every site participating in the CSPP Quality Counts program will be re-rated every two years.

**How long can I participate in Quality Counts?**

The main goal of Quality Counts is to support all participating sites to reach high quality. If, after re-rating, an Emerging Quality site receives a Tier rating of 2 or 3, but continues to make improvements, it can continue to receive Quality Counts services and supports during the next two year rating cycle. Sites with Tier ratings of 4 or 5 will continue to receive assessments, ratings and Quality Rewards on an ongoing basis as long as funding is available.

**What if my rating changes?**

If your rating moves from Emerging Quality (Tier 1, 2 or 3) to High Quality (Tier 4 or 5) you will be eligible to receive the supports associated with High Quality sites (see previous section). If your rating moves from High Quality (Tier 4 or 5) to Emerging Quality (Tier 1, 2 or 3), you will be eligible to receive the supports associated with Emerging Quality sites (see previous section).

**My site participated in the RTT Pilot Program. Can I apply for the CSPP Quality Counts Block Grant?**

Yes, as long as your site has a CSPP contract and serves CSPP children.

**How do we apply?**

The application, along with instructions on how to download and submit the application, is available on the First 5 Alameda County, the Alameda County ECE Planning Council, and The California School Age Consortium (CalSAC) websites. Your single Quality Counts application will be for both QRIS and AB212.

**What is the application deadline?**

CSPP sites must submit applications by **Friday, July 31, 2015**. Applicants will be notified of their award status by mid-September.

**Where can I get more information and/or help with the application?**

Contact Mary Anne Doan, QRIS Administrator by phone at (510) 227-6937 or email [Maryanne.doan@first5alameda.org](mailto:Maryanne.doan@first5alameda.org) or LaWanda Wesley, Quality Improvement Navigator, by phone at (510) 208-9653 or email [LaWanda.wesley@acgov.org](mailto:LaWanda.wesley@acgov.org).