Contract Number: COC2011-13-010

AMENDMENT TO CONTRACT

Reference is made to that contract made and entered into on July 1, 2011 by and between First 5 Alameda County, an independent public agency of the State of California, and San Leandro Unified School District -herein referred to as "CONTRACTOR".

Said contract is hereby amended:

1. By changing Contract Amount from "The total amount to be paid to Contractor under this Agreement shall not exceed the sum of $22,000" to "The total amount to be paid to Contractor under this Agreement shall not exceed the sum of $57,000."

2. By substituting the original Exhibit A: Program and Performance Requirements with the attached Exhibit A1: Program and Performance Requirements.

3. By substituting the original Exhibit B: Terms and Conditions of Payment with the attached Exhibit B1: Terms and Conditions of Payment.

Except as herein amended, said contract is continued in full force and effect.

This Amendment is effective on June 28, 2012.

By: _____
Pamela Simms-Mackey, M.D.
Chair, First 5 Alameda County

By: _____
Authorized Signature
Contractor

Date: _____

Date: _____

1100 San Leandro Blvd. Suite 120, San Leandro California 94577
phone: 510.875.2400 fax: 510.875.2410 email: ackids@acgov.org www.first5ecc.org

EXHIBIT A1

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

1. Background and Program Description

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 has 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. The Strategic Plan is called Every Child Counts (ECC). A key component of the First 5 Strategic Plan is to support the school readiness of children, their future success in school and family functioning (2009-2013 Strategic Plan, p. 11). The services of the Contractor have been retained to implement the Summer Pre-Kindergarten Program.

2. Prohibition on Supplantation

By law, First 5 Alameda County funding may not be used to supplant other funds. First 5 funding may only be used to expand or enhance existing programs or to initiate new services or programs benefiting children prenatal to age five.

3. Performance Requirements

The Contractor, San Leandro Unified School District (SLUSD), will oversee the implementation of the School Readiness Initiative by coordinating with local preschools/child care programs and elementary schools in the SLUSD and the community at large. In coordination with First 5 Alameda County, SLUSD will promote effective school transition and parent education practices by implementing a Summer Pre-K program within the SLUSD.

A. Coordinate and implement 4 Summer Pre-K programs at one (1) low performing (API 1-3), Title 1, or otherwise high-need school site, annually, including the following requirements:

   i. Program is to run for 5-6 calendar weeks, at a minimum of 3 hours/day, 4 days/week

   ii. Program is to serve children with no prior preschool or licensed child care experience

   iii. Recruit and hire consistent teaching staff to be employed for the entire 5-6 weeks of Summer Pre-K Program as district or program staff

   iv. Employ two (2) staff per classroom with at least one (1) bilingual teacher or aide per classroom in appropriate language, as needed, based on the demographics of children

v. Provide supervision of all staff and related contractors for duration of Summer Pre-K Program

vi. Conduct outreach and enrollment of children using First 5 Alameda County enrollment forms with a minimum of 16 and maximum of 18 children enrolled per classroom

vii. Purchase and utilize age appropriate materials for classroom

viii. Provide culturally and linguistically appropriate activities and experiences for the diverse classroom reflected by materials, resources, and staffing

ix. Provide children with nutritious daily snack and/or meal

x. Participate in an "Assessment of Practices in Early Elementary Classrooms" (APEEC) review of each classroom

xi. Coordinate and implement parent/caregiver education component including conducting a minimum of 5 hours of parent/caregiver education workshops. Topics must include: a) School Readiness, b) Health, c) Literacy/Library services in addition to any others determined to be appropriate by site

xii. Maintain attendance records of all children and parent/caregiver workshops to be summarized and submitted to First 5 Alameda County at end of program

xiii. Assign each Summer Pre-K participant a district student ID# (SSID) by September 2011 and September 2012

xiv. Provide school district data annually on individual Summer Pre-K participant children by student ID # (SSID) through 3rd grade including:

1. Attendance records by SSID by year for Kindergarten, 1st grade, and 2nd grade
2. SSID of children who matriculate to 1st grade and 2nd grade by Fall of 2012 and 2013; 2013 and 2014
3. SSID of children who do not matriculate to 1st grade and/or 2nd grade by Fall of 2012 and 2013; 2013 and 2014; but are still attending contracted school
4. SSID of children with Individual Education Plans at the end of Kindergarten, 1st grade and/or 2nd grade

B. Participate annually in Kindergarten Readiness Study at 1 Summer Pre-K school site coordinated by First 5 and Applied Survey Research during the Summer and Fall, as determined by First 5

C. Maintain effective communication between San Leandro Unified School District and First 5 Alameda County throughout the decision-making and implementation process. SLUSD staff will meet with First 5 Alameda County staff as requested by First 5

D. SLUSD will develop a fiscal sustainability plan identifying funding strategies, resources and supports to sustain school readiness program(s) when First 5 funds are no longer available

4. Training Requirements

A. Contractor will participate in one (1) Summer Pre-K Orientation

5. Reporting Requirements

A. Contractor will submit the **1st Midterm Report via ECConline by September 30, 2011**. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but is not limited to:

   i. Summer Pre-K Program Reporting documents including enrollment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
   ii. Expense Report
   iii. Invoice

B. Contractor will submit the **2nd Midterm Report via ECCOnline by December 16, 2011.** Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but is not limited to:

   i. Expense Report
   ii. Invoice

C. Contractor will submit the **3rd Midterm Report via ECConline by September 28, 2012**. Additional supporting documents may be required. Midterm Report guidelines and checklist will be provided by First 5 Alameda County and may include but is not limited to:

   i. Summer Pre-K Program Reporting documents: enrollment forms, summary of Summer Pre-K attendance, summary of parent workshop attendance
   ii. Report Narrative
   iii. Clients Served
   iv. Client Demographics
   v. Accountability Plan
   vi. Expense Report
   vii. Invoice-Hard Copy

D. Contractor will **submit the Final Report via ECCOnline by December 14, 2012.** Additional supporting documents may be required. Final Report guidelines and checklist will be provided by First 5 Alameda County and may include but is not limited to: These should align with table in Exhibit B1
   i. Expense Report
   ii. Final Invoice-hard Copy

Reporting guidelines will be provided to the contractor approximately one (1) month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Jessica Straubel, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

6. Fiscal Requirements N/A

7. ECChange and/or Database Requirements N/A

8. Filing reports with Child Protective Services (CPS) / Child Care Licensing (CCL)

If a First 5 Contractor 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 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 within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that the Contractor will also file a report immediately to CCL.

Reporting suspected child abuse or neglect to First 5 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 staff become aware of suspected child abuse or neglect while providing consultation and/or contract support, and a report is not filed within the legal timeframe by the contractor, First 5 staff 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 ages 0-5. Failure to report may result in termination of contract funding.

9. Cultural Access Services Requirements

A. Contractor shall make a good faith effort to ensure that clients receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices, and preferred language.

B. Contractor shall make a good faith effort to ensure that communication among staff and with the clients/population served promotes cultural responsiveness and respect of difference.

C. Contractor shall make a good faith effort to implement strategies to recruit, retain, and promote at all levels of the organization a diverse, culturally responsive staff and leadership that are representative of the demographic characteristics of the service area.

D. Contractor shall make a good faith effort to ensure that staff at ALL levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

E. Contractor shall make a good faith effort to have a clearly articulated written policy on cultural responsiveness.

F. Contractor shall make a good faith effort to allocate resources to ensure the delivery of culturally responsive services.

10. Tobacco Control and Education Requirements

The 1998 passage of Proposition10 added a 50-cent-per-pack increase in the state surtax on cigarettes and an equivalent increase in the state surtax on tobacco products to fund anti-smoking and early childhood programs. In response, the Commission approved a Comprehensive Tobacco Control Policy. Based on this policy, all contractors are expected to make a good faith effort to:

A. Create and/or maintain a comprehensive smoke-free environment; including adherence to applicable secondhand smoke laws and ordinances

B. Disclose and divest from tobacco related investments

C. Educate clients and staff about the harmful effects of secondhand smoke on children as appropriate

D. Provide smoking cessation resources to staff and clients as appropriate

11. Acknowledgement of Funds

The Contractor shall acknowledge the funds received in statements or printed materials as outlined in the guidelines listed below.

A. The Contractor will announce funding awards *only after* 1) the contract has been signed and returned and 2) after any announcement strategies are discussed with First 5 staff.

B. The Contractor agrees to use official attribution tools and logos provided by First 5 for promotional materials, public awareness campaigns or special events connected with funding.

C. First 5 funding will be acknowledged in all materials produced for the purpose of public education and outreach regarding the Contractor's funded project. These materials would include, but are not limited to brochures, flyers, media ads or public service announcements, presentations and handouts and outdoor ads. All printed materials and promotional products will include the following language:

Funded by First 5 Alameda County

D. Materials produced with First 5 funding may be reproduced only if no changes are made to the content or design of the material, it contains the appropriate acknowledgement of funding from First 5, and the Contractor will not be additionally reimbursed for use or reproduction.

EXHIBIT B1

TERMS AND CONDITIONS OF PAYMENT

1. Contractor Name: San Leandro Unified School District

2. Term of Contract: July 1, 2011 – June 30, 2013

3. Terms and Conditions of Payment

The total amount for the contract period shall not exceed $57,000.00.

Contractor will adhere to the following payment and reporting schedule. Reimbursements will be made based on actual expenses provided. Reporting guidelines will be provided to the contractor approximately one month prior to the report deadline. Reports should be submitted online and additional requested documents should be mailed to First 5 Alameda County, Attn: Jessica Straubel, 1100 San Leandro Blvd., Suite 120, San Leandro, CA 94577.

Contract signed	June 2011
1st Midterm Report & 1st Invoice due	September 30, 2011
2nd Midterm Report & 2nd Invoice due	December 16 2011
3rd Midterm Report & 3rd Invoice due	September 28, 2012
Final Expense Report & Final Invoice due	December 14, 2012

4. Invoicing Procedures

Invoices should be submitted to: Jessica Straubel at First 5 Alameda County, 1100 San Leandro Boulevard, Suite 120, San Leandro, CA 94577. A hard copy of the original invoice is required. Faxed or e-mailed invoices will not be accepted.