

**APPROVED**  
2-15-2017

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 17-027

DATE February 15, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER – RALPH M. PARSONS PRESCHOOL – ACCEPTANCE OF  
TWO LOS ANGELES UNIVERSAL PRESCHOOL GRANTS

\* AP Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_  
R. Barajas \_\_\_\_\_ N. Williams \_\_\_\_\_  
H. Fujita \_\_\_\_\_

  
General Manager

Approved  \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve retroactively the submission of a grant application to Los Angeles Universal Preschool (LAUP) for a grant in the amount of Two Thousand Dollars (\$2,000.00) to be used for professional development, and approve the submission of a grant application to LAUP for a grant in the amount of One Hundred Four Thousand, Five Hundred Dollars (\$104,500.00) for building improvements to the Ralph M. Parsons Preschool at EXPO Center (Parsons Preschool), and that appropriate recognition be given to the grantor;
2. Authorize the Department of Recreation and Parks' (RAP) General Manager to accept and receive the two grants from LAUP, one in the amount of Two Thousand Dollars (\$2,000.00) to be used for professional development, and an additional grant in the amount of One Hundred Four Thousand, Five Hundred Dollars (\$104,500.00) for building improvements to the Parsons Preschool;
3. Direct RAP staff to transmit a copy of the grant award to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for City Council approval before accepting and receiving the grant award, pursuant to Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
4. Designate RAP's General Manager, Executive Officer, and/or Designee, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Program/Project;
5. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate the funding received within "Recreation and Parks Grant" Fund 205 to accept the LAUP grants for the Parsons Preschool; and,
6. Authorize RAP's Chief Accounting Employee to make any technical changes as may be necessary to effectuate the intent of this Report.

## BOARD REPORT

PG. 2 NO. 17-027

### SUMMARY

Parsons Preschool is a State-licensed preschool that serves ninety (90) youth ages three to five. LAUP is a local non-profit organization that has received and distributed a portion of funds generated from the 1998 passage of Proposition 10, the tobacco tax, to eligible preschool providers in Los Angeles. On September 6, 2006, through Report 06-260, RAP accepted and approved an initial grant from LAUP to subsidize thirty-two (32) children for a half-day preschool at Parsons. Parsons Preschool has been the recipient of the LAUP grant for ten years.

In September 2016, LAUP requested that Parsons Preschool submit a 'wish list' of improvement projects at our site, for which they provided a list of acceptable projects. The 'wish list' was approved for a grant of One Hundred Four Thousand, Five Hundred Dollars (\$104,500.00) to make capital improvements to the preschool and for learning supplies and equipment. The grant for Two Thousand Dollars (\$2,000.00) will be utilized for professional development per the grant guidelines.

### FISCAL IMPACT STATEMENT

Acceptance of this grant does not require match funding and will help offset (facility improvement) costs at Parsons Preschool; therefore, no fiscal impact to RAP's General Fund is anticipated.

This Report was prepared by Belinda Jackson, Executive Director, EXPO Center.

### LIST OF ATTACHMENTS

- 1) LAUP – Facilities Development Grant Agreement
- 2) LAUP – CSPP Quality Improvement Block Grant

**Los Angeles Universal Preschool**

**Facilities Development  
Grant Agreement**

**Los Angeles Universal Preschool  
Facilities Development Grant Agreement**

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**LOS ANGELES UNIVERSAL PRESCHOOL  
SUMMARY OF BASIC GRANT INFORMATION**

This Summary of Basic Grant Information is hereby incorporated by reference into the attached Facilities Development Recoverable Grant Agreement for Child Care Centers. Each reference in the Agreement to any term of this Summary shall have the meaning as set forth in this Summary. In the event of a conflict between the terms of this Summary and the Agreement, the terms of the Agreement shall prevail. Any initially capitalized terms used, but not defined in this Summary, shall have the meaning as set forth in the Agreement.

<b><u>TERMS OF GRANT</u></b>	<b><u>DESCRIPTION</u></b>
1. Effective Date:	Upon signature by Los Angeles Universal Preschool.
2. Contract End Date:	December 31, 2016
3. LAUP:	Los Angeles Universal Preschool, Inc., a California non-profit public benefit corporation, as grantor
4. Address of LAUP:	888 S. Figueroa St., Suite, 800 Los Angeles, CA 90017
5. Provider:	City of Los Angeles Department of Recreation and Parks Randy Kelly
6. Address of Provider:	3980 Bill Robertson Lane Los Angeles, CA 90037
7. Facility:	
7.1 Name:	Ralph M. Parsons Preschool
7.2 Address:	841 W. Martin Luther King Jr. Blvd. Los Angeles, CA 37
8. Grant Amount:	Not to exceed \$104,500.00
9. Allocation of Costs and Expenses:	All costs incurred by LAUP in the investigation, and documentation of the Grant shall be borne by LAUP. All other costs incurred by the Provider in the application for and documentation of the Grant shall be borne by the Provider.
10. Additional Terms:	Provider must represent and warrant that all Work has been performed in compliance with all Legal Requirements.

## FACILITIES DEVELOPMENT GRANT AGREEMENT

This Facilities Development Grant Agreement is dated as of the Effective Date set forth in Section 1 of the Summary, between LAUP, and Provider.

### RECITALS

- A. Provider previously submitted to LAUP a Checklist to improve the Facility in the areas of health and safety and the instructional learning environment.
- B. Provider proposes to make certain improvements to the Facility. These improvements and the estimated costs are described in the Approved Project. LAUP has agreed to make the Grant to Provider, subject to the terms and conditions set forth in this Agreement.
- D. NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of this Grant, LAUP and Provider agree as follows:

1. **Grant Terms; Summary; Glossary.** The Summary and the Glossary are hereby made a part of this Agreement and are incorporated herein by reference.

#### 1.1 **Disbursement and Use of Grant Proceeds.**

(a) **Disbursements.** LAUP shall make all disbursements of the Grant subject to the conditions set forth in Section 1.3.

(b) **Use of Grant Proceeds.** Provider agrees to use the Grant Proceeds disbursed solely in conformity with the Scope of Work and the Project Budget

(c) **Soft Cost Disbursements; Failure to Commence Construction.** The parties acknowledge and agree that Provider will be entitled to receive Grant Proceeds for the payment of Soft Costs in order to determine the feasibility of pursuing the performance of the Work. If Soft Cost disbursements are used and applied as permitted by this Agreement, Provider's subsequent failure to meet the conditions precedent to the disbursement of Hard Costs thirty (30) days before the Construction Commencement Date shall not constitute an Event of Default; however, LAUP shall have the right, upon delivery of written notice, to terminate this Agreement, whereupon: (i) LAUP shall have no further obligations under this Agreement; and (ii) Provider shall be excused from any further obligations under this Agreement, with the exception of any and all indemnification provisions in this Agreement. If LAUP does terminate the agreement it will do so in writing.

1.2 **Grant Not Repayable Generally; Recoverability.** Provider shall not be obligated to repay the Grant except upon the occurrence of an Event of Default. In the event of Default, Provider shall pay to LAUP, within five (5) days after written demand, all or the portion of the Grant Proceeds disbursed hereunder. If Provider fails to pay all or any such sums within 5 days after receiving written demand from LAUP, the amount of such sums shall bear the Default Interest Rate from the date of demand until paid, and Provider shall reimburse LAUP its attorneys' fees and other costs of collection.

#### 1.3 **Disbursement Conditions.**

(a) LAUP shall have no obligation to disburse the Grant Proceeds until Provider fulfills all the following conditions as required by this Grant.

(i) **Project Approval and Payments.** LAUP shall disburse to Provider payments for the amount listed in the invoices for Approved Projects within thirty (30) days of submission of documents showing all work on the Approved Projects has been completed.

(ii) **Approved Vendor Portal.** If a balance remains after the invoices for Approved Projects have been paid, the Provider shall have access to purchasing classroom materials from an LAUP Approved Vendor Portal. Provider agrees that LAUP shall have final approval of any materials purchased from the Approved Vendor Portal.

(iii) **Insurance.** Provider shall have all of the insurance required pursuant to Exhibit B.

(iv) **Taxes.** All taxes and assessments levied against or affecting the Property have been or will be paid current as of the Closing.

(v) **Miscellaneous.** Disbursement of Grant Proceeds may also be dependent on other items within the terms of this agreement.

(b) Provider accepts any delays in payment due to LAUP's need to verify fulfillment of all Disbursement Conditions.

(c) LAUP may waive a Disbursement Condition, but only in writing.

(d) LAUP may close the Grant and may disburse some or all of the Grant subject to Provider's compliance with any or all Disbursement Conditions. LAUP shall notify Provider in writing of any Disbursement Conditions that must be met and the time period(s) within which Provider is required to comply. If no time period for compliance is specified, then Provider shall comply within thirty (30) days after the date of Closing. Failure of Provider to comply with all Disbursement Conditions within the applicable time periods shall be an Event of Default.

## 2. **Covenants of the Provider.**

2.1 **Compliance with Facilities Development Guidelines.** Provider shall at all times comply with the current Facilities Development Guidelines. LAUP may amend the Facilities Development Guidelines at its sole discretion if it deems necessary to the management of the grant. Provider shall comply with all amendments noticed in accordance with Section 5.3.

2.2 **Compliance with Law.** Provider shall at all times comply with all Federal, State, and Local laws, including any requirement to pay state prevailing wages. Provider is hereby expressly advised that the Project is a "public work," as defined in Section 1720 of the California Labor Code. Provider shall bear all risks of either payment or failure to pay state prevailing wages to all laborers, workers, and mechanics employed in connection with the development of the property and/or the implementation of California Prevailing Wage Law, and/or any other provision of law.

2.3 **Application for Community Care License.** Within thirty (30) days after the Scheduled Date for Completion of Project, Provider shall submit to California Department of Social Services Community Care Licensing Division (CCLD) an application for a Community Care License

review of the completed Project. Provider shall provide copies to LAUP of any notices or other materials Provider receives from CCLD with respect to the completed Project.

**2.4 Property Information.** Provider shall promptly deliver to LAUP copies of all contracts, leases, licenses and other agreements, relating to the ownership, operation, construction, renovation, and/or rehabilitation of the Property and the Facility upon request. Provider shall deliver to LAUP any and all other information and documents relating to the Property and/or the Facility that LAUP reasonably requests within 15 days.

**2.5 Permits, Licenses, and Approvals.** Provider shall at all times comply with, any and all permits, licenses, and/or approvals required from governmental bodies in order to own, occupy, rehabilitate and lease the Property and to operate the Facility as a licensed preschool. Provider shall deliver promptly to LAUP copies of all such permits, licenses, and approvals, and in any event within five (5) days after receipt thereof.

**2.6 Site Visits.** LAUP and its agents and representatives shall have the right to enter and visit the Property at any reasonable time for the purposes of observing the Project and examining all materials relating to the Project. LAUP has the right to examine, copy, and audit the books, records, accounting data and other documents of Provider and its agents and contractors relating to the Project. In each instance, LAUP shall give Provider reasonable notice before entering the Property and make reasonable efforts to avoid interfering with Provider's use of the Property or the rights of tenants in possession. No site visit, observation, or examination by LAUP shall impose any liability on LAUP. LAUP owes no duty of care to protect Provider or any other party against, or to inform Provider or any other party of any adverse condition affecting the Property.

**2.7 Notices.** Provider shall notify LAUP promptly in writing of any event which materially affects the physical, financial or legal condition of the property.

**2.8 Performance of Acts.** Upon LAUP's request, Provider shall perform all acts necessary or advisable to carry out the intent of the Grant Documents.

**2.9 Notice of Change.** Provider shall give LAUP prior written notice of any change in: (i) the location of Provider's place of business or its chief executive office; or (ii) Provider's name or business structure.

**2.10 Indemnity Regarding Operation of Property and Other Risks.** Provider hereby indemnifies, defends, and holds the Indemnified Parties harmless for, from, and against any and all Losses, directly or indirectly arising out of or resulting from: (i) the ownership, management, maintenance, operation, marketing, leasing, sale, or use of the Property and/or the Facility, whether such claims are based on theories of derivative liability, comparative negligence or otherwise; (ii) any development, construction or rehabilitation of or improvement to the Property and/or the Facility, including any defective workmanship or materials; (iii) any failure to satisfy any requirements of any laws, regulations, ordinances, governmental policies or standards, reports, maps, development agreements, or regulatory agreements that apply or pertain to the Property; (iv) breach of any representation or warranty made or given by Provider to any of the Indemnified Parties or to any prospective or actual lessee or buyer of all or any portion of the Property and/or the Facility; and/or (v) any claim or cause of action of any kind by any party that any Indemnified Party is liable for any act or omission of Provider or any other person or entity in connection with the ownership, management, maintenance, operation, marketing, leasing, sale, or use of the Property, or any development of or improvement to the Property and/or the Facility, excepting those arising out of, or resulting, solely from the applicable Indemnified Party's gross negligence or willful misconduct.

2.11 **Environmental Covenants.** Provider shall: (a) at its expense, comply with all Environmental Laws; and (b) not use or permit to be used any Hazardous Materials in the construction of the Project or operation of the Facility in violation of any Environmental Laws.

2.12 **Negative Covenants.** For so long as any portion of the Grant remains outstanding, Provider shall not: (a) engage the LAUP classroom(s) in any activities other than the operation of a licensed preschool unless pre-approved by LAUP; (c) lease or dispose of all or a substantial part of Provider's business or Provider's assets; (d) take any action which results in the suspension or revocation of Provider's Child Care License or any other permit or license required to continue the operation of the Facility as a licensed preschool.

2.13 **Obligation to Refrain from Discrimination.** Provider shall not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, medical condition, disability, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property and/or the Facility.

3. **Representations and Warranties.** Provider promises that each representation and warranty set forth below is true, accurate and correct as of the date of this Agreement.

3.1 **Authority; Enforceability.** Provider has complied with all laws and regulations concerning its organization, existence, and the transaction of its business. Provider is authorized to execute, deliver, and perform under the Grant Documents. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

3.2 **Compliance; No Violation.** Provider has properly obtained all permits, licenses, and approvals necessary to operate the Facility and to proceed toward rehabilitation and/or construction of the Project. No condition or fact exists that would cause Provider to reasonably believe that all permits, licenses, and approvals required to operate the Facility and rehabilitate and/or construct the Project, will not be readily and properly obtainable prior to the time required by this Agreement.

3.3 **No Claims.** No claims, actions, proceedings, or investigations are pending against Provider, or the Property or the Facility, except for those previously disclosed by Provider to LAUP in writing.

3.4 **Taxes.** To the extent applicable, Provider has filed all required state, federal, and local income tax returns and has paid all taxes when due and payable.

3.5 **No Liens.** There are no security agreements or financing statements affecting any of the Property other than as disclosed in writing by Providers to LAUP prior to the Effective Date.

3.6 **No Other Public Funds Available.** LAUP will not provide a Grant to a Provider where the Grant will take the place of other available state, county, local or other governmental funds. Provider represents that it has not received any other such funds for the completion of the Work and that no alternative public funding is available for the completion of the Work.

#### 4. **Default and Remedies.**

4.1 **Events of Default.** Provider shall be in default under this Agreement upon the following events:

- (a) Provider fails to cause Completion of the Project within the period set forth in Section 2 of the Summary; or
- (b) Provider becomes insolvent or is the subject of an Insolvency Proceeding. For purposes of this section, an involuntary bankruptcy shall not be considered an "Insolvency Proceeding" if it is either (i) consented to by LAUP; or (ii) has been dismissed within sixty (60) days of the filing thereof; or
- (c) Provider dissolves or liquidates; or
- (d) Any misrepresentation has been made or given in any written materials submitted pursuant to this Agreement; or
- (e) Withdrawal or suspension, of any license or permit, unless Provider takes steps to remove the effect of the order, requirement, withdrawal or suspension, and LAUP, determines that Provider is reasonably likely to prevail; or
- (f) Provider defaults under any agreement in connection with any credit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00); or
- (g) Any material breach of this Agreement.

#### 4.2 **Period To Cure.**

(a) If Provider is in default as defined in this Agreement, Provider has ninety (90) days after such written notice, to cure the failure, unless LAUP, exercising reasonable judgment, determines that the cure cannot be reasonably completed at or before expiration of the Initial Cure Period.

#### 4.3 **Remedies.**

- (a) If any Event of Default occurs, LAUP's obligation to disburse any remaining Grant Proceeds under the Grant Documents shall automatically terminate, and LAUP in its sole discretion may withhold any one or more such disbursements. No disbursement of Grant Proceeds by LAUP shall cure any default of Provider, unless LAUP agrees otherwise in writing in each instance.
- (b) Upon the occurrence of an Event of Default, a portion of the Grant shall be recoverable, at the sole option of LAUP, in the amounts set forth in Section 9 of the Summary.
- (c) If any Event of Default occurs, LAUP reserves the right to all remedies provided in law and equity.

5. **Miscellaneous Provisions.**

5.1 **No Waiver; Consents.** Each waiver by LAUP must be in writing, and no waiver may be construed as a continuing waiver. All of LAUP's rights and remedies are cumulative.

5.2 **Joint and Several Liability.** If Provider consists of more than one person or entity, each shall be jointly and severally liable to LAUP for the faithful performance of this Agreement.

5.3 **Notices.** All notices given under this Agreement shall be in writing and be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing in Sections 3 and 5 of the Summary.

5.4 **Actions.** LAUP shall have the right, but not the obligation, to commence, appear in, and defend any action or proceeding that might affect its rights, duties, or liabilities relating to the Grant, the Property, the Facility or any of the Grant Documents. Provider shall pay promptly on demand all of LAUP's out-of-pocket costs, expenses, and reasonable legal fees and expenses of LAUP's counsel incurred in those actions or proceedings.

5.5 **Attorneys' Fees.** In any lawsuit, reference, or arbitration arising out of or relating to this Agreement, the Grant Documents or the Grant, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and expenses. In all other actions or proceedings, including any matter arising out of or relating to any Insolvency Proceeding, Provider agrees to pay all of LAUP's costs and expenses, including reasonable attorneys' fees, incurred in enforcing or protecting LAUP's rights or interests. From the time(s) incurred until paid in full to LAUP, all such sums shall bear interest at the Default Interest Rate.

5.6 **Assignment, Successors, and Assigns.** Provider shall not assign this Agreement or any Grant Proceeds, or assign or delegate any of its rights or obligations, without the prior written consent of LAUP. LAUP in its sole discretion may sell or assign participations or other interests in all or part of the Grant on the terms and subject to the conditions of the Grant Documents, all without notice to or the consent of Provider. Also without notice to or the consent of Provider, LAUP may disclose to any actual or prospective purchaser or assignee of any participation or other interest in the Grant or any other grants made by LAUP to Provider (whether under this Agreement or otherwise), any financial or other information, data or material in LAUP's possession relating to Provider, the Grant, or the Property.

5.7 **Severability; Amendment; Integration.** The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision. This Agreement may not be modified or amended except by a written agreement signed by the parties. The Grant Documents (a) integrate all the terms and conditions mentioned in or incidental to this Agreement;

5.8 **Counterparts.** This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts constitute but one and the same document.

5.9 **Survival.** The representations, warranties, acknowledgments, and agreements set forth in sections 2.2 and 2.11, herein shall survive the date of termination of this Agreement, repayment or forgiveness of the Grant.

5.10 **Time is of the Essence.** Time is of the essence in the performance of this Agreement and the other Grant Documents.

5.11 **Brokerage Commission.** Provider shall pay any and all brokerage commissions or fees arising out of or in connection with the Grant.

5.12 **LAUP Not a Partner or Joint Venturer.** None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to create a partnership, joint-venture, or common interest between Provider and LAUP. LAUP neither undertakes nor assumes any responsibility or duty to Provider with respect to the Project or the Grant, except as expressly provided in the Grant Documents. Notwithstanding any other provision of the Grant Documents: (a) LAUP is not and shall not be construed as a partner, joint venturer, or other associate of or participant of any kind of Provider; (b) LAUP shall in no event be liable for any debts, expenses or losses incurred or sustained by Provider; and (c) LAUP shall not be deemed responsible for or a participant in any acts, omissions or decisions of Provider. LAUP and Provider disclaim any intention to create any partnership, joint venture, agency or common interest between LAUP and Provider, or any intention to create any sharing of liabilities, losses, costs or expenses.

5.13 **Religious and Political Activities.** Provider agrees that funds under this Agreement will be used exclusively for performance of the work required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities.

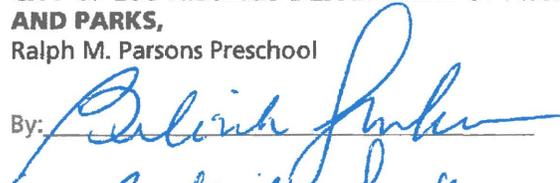
5.14 **Governing Law.** This Agreement shall be governed by the laws of the State of California.

5.15 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the parties hereto. No other person shall have any right of action based upon any provision of this Agreement.

IN WITNESS WHEREOF, Provider and LAUP have executed this Agreement as of the date LAUP signs below.

**"PROVIDER"**

**CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS,**  
Ralph M. Parsons Preschool

By: 

Name: Belinda Jackson

Title: Executive Director

Date: 11/21/16

**"LAUP"**

**LOS ANGELES UNIVERSAL PRESCHOOL, INC.,**  
a California non-profit public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GLOSSARY OF DEFINED TERMS

1. **Agreement** means the Facilities Development Recoverable Grant Agreement for Child Care Centers.
2. **Approved Invoices** means any invoice submitted by Provider to LAUP in connection with the Approved Project that LAUP deems reasonable and acceptable, LAUP's approval not to be unreasonably withheld or revoked.
3. **Approved Project** means any Facilities improvement approved by LAUP.
4. **Approved Vendor** means the list of pre-approved licensed construction and installation contractors that LAUP, has selected as the only eligible contractors to submit bids to Provider for projects funded by this Grant.
5. **Approved Vendor Portal** means the list of pre-approved vendors that provide early education classroom materials and equipment.
6. **California Prevailing Wage Law** means Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time.
7. **Closing** means the full execution of the Agreement by both Provider and LAUP.
8. **Completion and Project Cost Certification** means the Ancillary Grant Document executed by a senior officer of Provider, certifying that all construction and rehabilitation has been completed in accordance with the Scope of Work and that all costs incurred in connection therewith have been paid in full and that the Project Costs are less than or equal to the amounts set forth in the Project Budget.
9. **Completion of the Project** means completion of the Project in accordance with requirements set forth on Exhibit "D" of the Agreement, including delivery of the Completion and Project Cost Certification.
10. **Condition Subsequent** means any Closing Condition that Provider has not fulfilled before the Closing and which LAUP agrees may be fulfilled after the Closing.
11. **Default Interest Rate** means the rate equal to the prime rate of interest charged by Bank of America, N.A., (or if such bank ceases to exist, the largest bank headquartered in California) plus 5%, compounded quarterly, calculated on the basis of a 360 day year.
12. **Environmental Activities** means the use, generation, transportation, treatment, storage or disposal of any Hazardous Materials at any time located or present on, under or about the Property and/or the Facility.
13. **Environmental Laws** means, collectively, all applicable laws, regulations, codes and ordinances relating to any Hazardous Materials or to any Environmental Activities, including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations.
14. **Event of Default** means the events set forth in Section 4.1 of the Agreement.
15. **Facility** means the preschool facility identified in Section 7 of the Summary.
16. **Facilities Development Grant Payment Request Package Policies and Procedures** is the document from LAUP summarizing LAUP's policies and procedures to be followed when Provider submits each Payment Request Package.
17. **Financial Information** means all financial statements and other financial information required under the Grant Documents and the Application.
18. **Grant** means the grant in the amount set forth in Section 8 of the Summary.
19. **Grant Documents** means the Ancillary Grant Documents together with the Agreement.

- 20. Hard Costs** means all materials and labor related to construction of the improvements, and similar costs (specifically excluding all Soft Costs), as determined by LAUP in its reasonable discretion.
- 21. Hazardous Materials** means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions or wastes and any other chemical, material or substance, the handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is or becomes known to pose a hazard to the health and safety of the occupants of the Property including, without limitation: (i) asbestos, (ii) petroleum and petroleum by-products; (iii) urea formaldehyde foam insulation; (iv) polychlorinated biphenyls; and (v) all substances now or hereafter designated as "hazardous substances," "hazardous materials" or "toxic substances" pursuant to the Environmental Laws.
- 22. Indemnified Parties** means LAUP, its shareholders, members, subsidiaries, and any affiliated companies, any assignees of any of LAUP's interest in the Grant or the Grant Documents, including, without limitation, any owners of participation or other interests in the Grant or the Grant Documents, any purchasers of the Property at any foreclosure sale or from LAUP or any of its affiliates. Each party is an "Indemnified Party."
- 23. Initial Cure Period** means a period of thirty (30) consecutive days after any approval, license, or permit required for the Project and/or the operation of the Facility (including without limitation the Community Care License), is withdrawn or suspended.
- 24. Insolvency Proceedings** means any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.
- 25. Labor Code** means the California Labor Code.
- 26. LAUP** means Los Angeles Universal Preschool.
- 27. Lien Waiver** means a lien waiver in form and substance acceptable to LAUP in its reasonable discretion.
- 28. Losses** means any and all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties, and losses (including sums paid in settlement of claims and all reasonable consultant, expert and legal fees and expenses of counsel), and any resulting damages, harm or injuries to the person or property of any third parties.
- 29. Payment Request** means a written request signed by Provider and if required by LAUP, by any architect and/or contractor performing work for Provider, together with such documentation and information as LAUP may require.
- 30. Payment Request Package** means a package of items and information as required by LAUP for the disbursement of grant funds.
- 31. Project** means the Project Budget and Scope of Work, collectively.
- 32. Project Budget** means the amounts set forth on the budget attached as Exhibit "B-2" to the Agreement.
- 33. Project Costs** means the costs actually incurred in the Project.
- 34. Property** means the property located at the address set forth in Section 7.2 of the Summary.
- 35. Provider** means the entity set forth in Section 5 of the Summary.
- 36. Request for Payment** means a request for payment on LAUP's prescribed form setting forth, among other things, the total amount requested and a summary by budget category.

- 37. Soft Cost Invoice** means a back-up invoice for each Soft Cost item in form and substance acceptable to LAUP in its reasonable discretion. Unless otherwise agreed in writing by LAUP, each such Soft Cost Invoice shall (A) be no more than sixty (60) days old, (B) be consistent with the Scope of Work and Project Budget, and (C) be in an amount which reconciles with the applicable Request for Payment.
- 38. Soft Costs** means all costs set forth in the Project Budget for architects and engineers fees, legal and other professional fees and costs, licensing and entitlement fees (including any application fees) and other similar fees and costs (specifically excluding materials and labor related to construction of the Improvements and any LAUP program applications costs), as determined by LAUP in its sole discretion.
- 39. Summary** means the Summary of Basic Grant Information attached to the Agreement.
- 40. Unconditional Lien Waiver** means an unconditional lien waiver for Hard Cost items and shall cover an amount which (A) is at least the total amount disbursed for such Hard Cost item pursuant to the previous Payment Request, and (B) when added to all previous Unconditional Lien Waivers for such Hard Cost item, totals at least the total aggregate amount previously disbursed for such Hard Cost item.
- 41. Work** means all the work set forth in the construction drawings for all the Facility Project work set forth in the Scope of Work.

EXHIBIT "A"

APPROVED PROJECTS

EXHIBIT "B"

INSURANCE REQUIREMENTS

(a) Provider shall provide, maintain, and keep in force any and all insurance LAUP in its reasonable judgment may from time to time require, including but not limited to:

(i) Commercial general liability insurance written on an "occurrence" basis against claims for "personal injury" and other medical liability, including bodily injury, death or property damage liability, with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00). This policy shall name LAUP as an "additional insured." Coverage shall be written on an occurrence, not claims made, basis.

(ii) During any period of repair or restoration, including the initial rehabilitation of the Project, builder's "all-risk" insurance on a completed value basis is an amount equal to not less than the full insurable value of the Property, against such risks (including fire and extended coverage and collapse of the Improvements to agreed limits) as LAUP may request, in form and substance reasonably acceptable to LAUP.

(iii) Workers' compensation and employer's liability insurance with at least the minimum coverage required by State law.

(iv) Motor vehicle liability coverage for all owned and non-owned vehicles, including rented and leased vehicles containing minimum limits per occurrence of One Million Dollars (\$1,000,000.00) if transport of children is provided to or from the Facility.

(b) Additionally, Provider shall provide, maintain, and keep in force at all times prior to repayment of the Grant, any and all additional insurance LAUP in its reasonable judgment may from time to time require, against commonly insured hazards for similarly situated properties (for example, flood or earthquake insurance).

(c) All insurance policies required under the Grant Documents shall be issued by companies approved by LAUP and shall name LAUP as additional insured.

(d) Each insurance policy required under the Grant Documents (except workers' compensation) shall provide that it may not be modified or canceled without at least ten (10) days' prior written notice to LAUP. When any required insurance policy expires, Provider shall furnish proof acceptable to LAUP that the policy has been reinstated or that a new policy acceptable to LAUP has been issued. LAUP may take action as required to ensure that Provider is properly insured, including obtaining coverage on behalf of Provider. In such a case, LAUP will treat funds advanced to Provider to pay for coverage as an expense against the Grant.

(e) Provider will inform the contractor of the insurance requirements described in this Exhibit and will provide proof of coverage to LAUP.

EXHIBIT "C"

DISBURSEMENT CONDITIONS

Disbursement Procedures. Unless otherwise agreed to in writing by LAUP, the following procedures will apply with respect to disbursements of the Grant Proceeds:

The following outlines the responsibilities of the Provider relative to the payment process. All documents to be submitted must be sent both electronically and by mail. Electronic copies should be sent to Dean Felton, [dfelton@laup.net](mailto:dfelton@laup.net), and hard copies must be mailed to:

Dean J. Felton  
P.O. Box 660922  
Arcadia, CA 91066-0922

**Approved Invoice Payment Request**

In order to be eligible for payment of an Approved Project Invoice, Provider shall provide proof of at least one of the following:

- Approved Invoices
- Work Order Tickets

**LOS ANGELES UNIVERSAL PRESCHOOL  
CSPP QUALITY IMPROVEMENT BLOCK GRANT**

This California State Preschool Program (CSPP) Quality Improvement Block Grant (“Grant” or “Agreement”) is entered into effective as of the last date of execution set forth below by and between **City of Los Angeles Department of Recreation and Parks** operating a State Preschool Program under the name **Ralph M. Parsons Preschool** located at 841 W. Martin Luther King Jr. Blvd., Los Angeles, CA 90037 (“Grantee”), a licensed California State Preschool provider and **Los Angeles Universal Preschool**, a California non-profit public benefit corporation, (“LAUP”), with its principal place of business at 888 S. Figueroa St., Suite 800, Los Angeles, CA 90017 (each individually a “Party”, and collectively the “Parties”).

**RECITALS**

WHEREAS, The Los Angeles County Office of Education (“LACOE”) was awarded funding by the California Department of Education (“CDE”) for the CSPP QRIS Block Grant (“Grant”) to improve the quality of State Preschool programs in LA County and will administer the Grant in collaboration with the Los Angeles County Office of Child Care (“OCC”) and LAUP;

WHEREAS, OCC will be responsible for bringing State Preschool providers into the program through an application process, providing quality assessments to these programs and assigning tier ratings;

WHEREAS, LAUP will provide technical assistance, coaching, professional development and incentives to these programs to improve the overall quality of preschool as measured by certain quality elements (“QR Tier”).

WHEREAS, Grantee wishes to participate in the Grant and receive preschool quality improvement coaching, technical assistance and incentives (“Benefits”) in order to improve or maintain its QR Tier position on the Quality Continuum Framework – Hybrid Rating Matrix (Exhibit A).

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

**1. TERM AND TERMINATION**

- 1.1 Term. This Grant and all Exhibits attached shall become effective upon the last date of execution (“Effective Date”) and shall end on September 30, 2016. Either party may terminate this Agreement for any reason with written notice.
- 1.2 Compliance with Agreement. Upon the Effective Date, Grantee will be eligible to receive the Benefits (Exhibit B) rendered pursuant to this Agreement. In order to receive Benefits, Grantee must at all times be in compliance with the terms of this Agreement including the Benefits Eligibility Requirements listed on (Exhibit C). LAUP may suspend

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

or terminate the Grant at any time for non-compliance with this Agreement, or any other event which LAUP deems reasonable for suspension or termination. Notice of suspension or termination will be delivered in writing.

1.3 Reduction of Benefits. Grantee acknowledges that LAUP's performance under this Agreement is wholly reliant on LAUP's receipt of funding from LACOE. LAUP may reduce Benefits to Grantee for any reason including, but not limited to, LAUP's loss or reduction of funding from LACOE. Any changes or reductions in Benefits will be noticed to Grantee in writing. Any changes to the Benefits will supersede and replace any previous Benefits described in previous amendments to this Agreement.

1.4 Return of Funds. LAUP may request, and the Grantee shall remit within 30 days if requested, any unallowed expenditures not made in accordance with Expenditure Guidelines (Exhibit F) or for any non-compliance with the terms of this Agreement.

## 2. PROGRAM PAYMENTS AND BENEFITS

2.1 Program Benefits. During the term of this Agreement, Grantee shall receive Program Benefits as provided in Exhibit B and in accordance with the terms and conditions of this Agreement.

2.2 Payment Grants. Grantees are eligible to receive funds termed "Participation Grants" and certain additional funds termed "Incentive Funds" if they have attained a tier position of 4 or 5 on the Quality Continuum Framework – Hybrid Rating Matrix as indicated in Exhibit A. Payments will be made in accordance with the Benefits outlined on Exhibit B and disbursed in accordance with the Payment Schedule (Exhibit D). Incentive Fund Payments are restricted to classrooms receiving California State Preschool Program (CSPP) funding with the total number of CSPP classrooms eligible to receive funding under this grant limited to four (4).

2.3 Account Funding. Grantee must establish and report payments made pursuant to this Grant from an account called the "QRIS Block Grant Fund Account." This account is to be separate from any other current or previous accounts established to receive funds from any other grant from LAUP (if any) in order to receive funds under this Grant.

## 3. REPORTS AND REPORTING REQUIREMENTS

3.1 Reports. Grantee must submit all reports as required by the Reporting Schedule (Exhibit E), as applicable for grantees with a QR Tier position of 4 or 5.

3.2 Proof of Transactions. In addition to the reporting requirements contained in this Agreement, LAUP may periodically request proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines). This information, if requested, must be provided within 30 calendar days of such request.

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

- 3.3 Document Requests. Grantee agrees to submit to LAUP any and all information and documents needed to comply with the Program, including data specifically identified by the Quality Continuum Framework Data Collection Fields (Exhibit H).
- 3.4 Reporting Licensing Violations. Grantee must submit to LAUP copies of any Community Care Licensing Division Facility Evaluation Reports or Complaint Investigation Reports within fourteen (14) days of receiving any licensing violations. Grantee must submit a Letter of Deficiency Citations Cleared for any violations received or discovered during a licensing compliance review.

**4. BUDGET AND EXPENDITURE GUIDELINES**

- 4.1 Allowable Expenditures. All expenditures of funds disbursed pursuant to this Grant must meet the Expenditure Guidelines attached as (Exhibit F). Expenses incurred by Grantee after suspension or termination of the Agreement are not allowable unless expressly authorized in the notice of suspension or termination. Types of expenses incurred after suspension or termination which may be authorized by LAUP include but are not limited to:

Expenses resulting from obligations which: (1) were properly incurred by Grantee before the effective date of the suspension or termination, but were not incurred in anticipation of it, and in the case of termination, are non-cancellable; AND (2) would be allowable if the Agreement expired normally at the end of the funding period in which the suspension or termination takes place.

- 4.2 Expenditure Verification. Within thirty (30) days of request, Grantee agrees to provide sufficient information to allow LAUP to determine if expenditures were made in accordance with the Expenditure Guidelines (Exhibit F).

**5. BOOKS AND RECORDS**

- 5.1 Maintaining Records. Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. LAUP, the State or their authorized representatives shall have access to such records for audit processes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, Grantee shall similarly require each sub grantee and subcontractor to maintain and allow access for audit purposes.
- 5.2 Effect of Litigation. Grantee agrees that if any litigation, claim, or audit is started before the expiration of the records retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**6. INSURANCE AND LIABILITY.**

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

- 6.1 General Liability Insurance. LAUP and Grantee shall secure and maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence with coverage for incidental contracts for the duration of this Agreement. Grantee shall name LAUP as an additional insured under its policy. Further, the Certificate of Insurance shall provide that insurance may not be canceled, non-renewed, or the subject of material change in coverage or available limits of coverage, except on 30 days' prior written notice.
- 6.2 Indemnification. Grantee agrees to indemnify and hold harmless LAUP and its officers, agents and employees from any and all contractors, subcontractors, laborers, employees, independent contractors, agents, or other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Grant and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Grantee in the performance of this Grant.
- 6.3 Insurance Obligations Not a Limit on Indemnification. LAUP's insurance obligations set forth above are independent of LAUP's indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify Grantee's indemnification or other obligations or to limit Grantee's liability under this Agreement.

**7. CONFIDENTIALITY**

- 7.1 Confidentiality of Records. The Parties agree to maintain the confidentiality of all records resulting from the provision of services under this Agreement in accordance with applicable federal and state laws and regulations. Either party may disclose the records and data resulting from the provision of services under this Agreement only if the records or data presented are either in aggregate form or some other form which removes all identifying personal information.

**8. RELATIONSHIP OF PARTIES**

- 8.1 No Joint Venture. It is expressly understood and agreed by the Parties that Grantee is not for any purpose an employee or agent of LAUP, and that all of the personnel employed by the Grantee will be employees or agents of the Grantee and will not be employees or agents of LAUP. Grantee understands that it does not have the authority to do anything for or on behalf of LAUP, including, but not limited to, holding itself out as LAUP, entering into agreements, notes or other instruments, purchasing, acquiring or disposing of any property, or incurring any other obligation or liability on behalf of LAUP.

**9. GENERAL PROVISIONS**

- 9.1 Modifications. No amendment or modification of this Grant shall be valid unless it is in writing and signed by all the Parties to this Grant.

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

9.2 No Assignment. Grantee may not assign any of its rights or delegate any of its duties under this Grant without prior written consent of LAUP. Despite LAUP's consent, no assignment will release Grantee from any of its obligations or alter any of its primary obligations to be performed under the Grant.

9.3 Notice of Changes in Ownership of Location. Any changes in ownership or location of the Grantee eligible for Benefits under this Grant must be noticed to LAUP at least sixty (60) days in advance of the proposed change. Changes in ownership or location void this Grant and LAUP has sole discretion whether to extend or modify this Grant to continue Benefits to the new owner or site.

9.4 Choice of Law. This Grant shall be governed by and interpreted in accordance with the laws of the State of California.

9.5 No Discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

9.6 Waiver. No right under this Grant shall be waived merely by delaying or failing to exercise that right. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this Grant must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Grant.

9.7 Severability. If any term or provision of this Grant is found to be illegal or unenforceable then, notwithstanding, this Grant shall remain in full force and effect and such term shall be deemed stricken.

9.8 Notices. Any notice or other communication given pursuant to this Grant shall be regarded as effectively delivered if delivered in writing to the address of the other party set forth below (or another address later designated by that party in a notice under this section), using one of the following methods of delivery: regular U.S. postal mail, personal delivery, Registered or Certified Mail (return receipt requested and postage prepaid), nationally recognized overnight courier and facsimile.

If to LAUP: William Sperling  
General Counsel  
888 S. Figueroa Street, Suite 800  
Los Angeles, California 90017

If to Grantee: Belinda Jackson  
City of Los Angeles Department of Recreation and Parks  
841 W. Martin L. King Jr. Blvd.  
Los Angeles, CA 90037

CSPP QUALITY IMPROVEMENT BLOCK GRANT

9.9 Entire Agreement. This Grant and all Exhibits contains the entire Grant and understanding between the Parties as to the subject matter hereof. Further, this Grant supersedes any and all prior or contemporaneous statements or representations by LAUP concerning the subject matter of this Grant.

9.10 Attorney's Fees. In any action brought to enforce or interpret any provision of this Grant, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

9.11 Survival. The rights and obligations created by this Grant with respect to duties of the Grantee after termination of this Grant will survive the termination of this Grant for a period of time until those rights and obligations are met.

9.12 Independent of Other Agreements. This Grant is separate and independent of any other grants or agreements which have existed, currently exist, or may exist between the Parties ("Other Agreements"). No rights, obligations, or terms of this Grant shall be affected by any Other Agreements, nor shall any rights, obligations or terms of any Other Agreements be affected by the terms of this Grant.

**CSPP QUALITY IMPROVEMENT BLOCK GRANT**

By the signatures below, each Party warrants that:

1. They are the authorized signatory for the Party bound by this Grant
2. They have read and understood the terms and conditions of this Grant and agree to abide by these terms and conditions.

**For The Grantee:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Los Angeles Universal Preschool:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
QRIS TIER MATRIX

**CALIFORNIA RACE TO THE TOP – EARLY LEARNING CHALLENGE (RTT–ELC)  
QUALITY CONTINUUM FRAMEWORK –RATING MATRIX WITH ELEMENTS AND POINTS FOR CONSORTIA COMMON TIERS 1, 3, AND 4**

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	2 POINTS	3 POINTS	4 POINTS	5 POINTS
<b>CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS</b>					
<b>1. Child Observation</b>	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/ observation tool aligned with CA <i>Foundations &amp; Frameworks</i> <sup>2</sup> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
<b>2. Developmental and Health Screenings</b>	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care <i>Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent</i> ) used at entry, then: 1. Annually <b>OR</b> 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a <b>valid and reliable developmental screening tool</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ &amp; ASQ-SE</b> , if indicated, at entry, then as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2
<b>CORE II: TEACHERS AND TEACHING</b>					
<b>3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)</b>	<input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]	<input type="checkbox"/> Center: 24 units of ECE/CD <sup>2</sup> <b>OR</b> Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD <b>OR</b> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education <b>OR</b> Teacher Permit <b>AND</b> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) <b>OR</b> AA/AS in any field plus 24 units of ECE/CD <b>OR</b> Site Supervisor Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) <b>OR</b> BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) <b>OR</b> Program Director Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually
<b>4. Effective Teacher-Child Interactions: CLASS Assessments</b> (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: <b>Pre-K</b> ▪ Emotional Support - 5 ▪ Instructional Support -3	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: <b>Pre-K</b> ▪ Emotional Support – 5.5 ▪ Instructional Support – 3.5 ▪ Classroom Organization – 5.5

<sup>1</sup> Approved assessments are: Creative Curriculum GOLD, Early Learning Scale by National Institute of Early Education Research (NIEER), and Brigance Inventory of Early Development III.

<sup>2</sup> For all ECE/CD units, the core 8 are desired but not required.

**Note:** Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see Total Point Range).

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	2 POINTS	3 POINTS	4 POINTS	5 POINTS
				<ul style="list-style-type: none"> <li>▪ Classroom Organization – 5</li> <li><b>Toddler</b></li> <li>▪ Emotional &amp; Behavioral Support – 5</li> <li>▪ Engaged Support for Learning – 3,5</li> <li><b>Infant</b></li> <li>▪ Responsive Caregiving (RC) – 5.0</li> </ul>	<ul style="list-style-type: none"> <li><b>Toddler</b></li> <li>▪ Emotional &amp; Behavioral Support – 5.5</li> <li>▪ Engaged Support for Learning – 4</li> <li><b>Infant</b></li> <li>▪ Responsive Caregiving (RC) – 5.5</li> </ul>
<b>CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership</b>					
<b>5. Ratios and Group Size</b> (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations <b>Infant</b> Ratio of 1:4 <b>Toddler</b> Option Ratio of 1:6 <b>Preschool</b> Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler</b> – 4:16 <b>Toddler</b> – 3:18 <b>Preschool</b> – 3:36	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler</b> – 3:12 <b>Toddler</b> – 2:12 <b>Preschool</b> – 2:24	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler</b> – 3:12 or 2:8 <b>Toddler</b> – 2:10 <b>Preschool</b> – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler</b> – 3:9 or better <b>Toddler</b> – 3:12 or better <b>Preschool</b> – 1:8 ratio and group size of no more than 20
<b>6. Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
<b>7. Director Qualifications</b> (Centers Only)	<input type="checkbox"/> 12 units ECE/CD+ 3 units management/ administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/with 3 units management/ administration  OR Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +/with 6 units management/ administration and 2 units supervision OR Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +/with 8 units management/ administration OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/with 8 units management/ administration, OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
<b>TOTAL POINT RANGES</b>					
<b>Program Type</b>	<b>Common-Tier 1</b>	<b>Local-Tier 2<sup>3</sup></b>	<b>Common-Tier 3</b>	<b>Common-Tier 4</b>	<b>Local-Tier 5<sup>4</sup></b>
Centers 7 Elements for 35 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs 5 Elements for 25 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above

<sup>3</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>4</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, February 2014 Updated May 28, 2015; Effective July 1, 2015

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT B

BENEFITS OF GRANT

**Grantee Name:** Ralph M. Parsons Preschool

**Tier Rating:** 2

**# of CSPP Classrooms:** 2

**Grantees with a QR Tier 1 – 3:**

1. LAUP will provide coaching, professional development and technical assistance as determined by LAUP to improve Grantee’s quality rating as measured by the Quality Continuum Framework – Hybrid Rating (Exhibit A).
2. Grantee will receive a professional development incentive of \$2,000,000 (Participation Grant) to be used to cover staffing costs including, but not limited to, substitute teachers hired when teaching staff is attending professional development workshops.

**Grantees with a QR Tier 4 & 5:**

1. LAUP will provide coaching, professional development and technical assistance as determined by LAUP to improve Grantee’s quality rating as measured by the Quality Continuum Framework – Hybrid Rating (Exhibit A).
2. Grantee will receive a professional development incentive of \$2,000,000 (Participation Grant) to be used to cover staffing costs including, but not limited to, substitute teachers hired when teaching staff is attending professional development workshops.
3. LAUP will provide a incentives based on the QR Tier rating (Incentive Grant) as follows:

Tier 4 for Centers	\$6,000 per State Preschool classroom, up to 4 classrooms, for quality improvements in accordance with the Expenditure Guidelines ( <u>Exhibit F</u> ) and all other terms of this Agreement.
Tier 5 for Centers	\$8,000 per State Preschool classroom, up to 4 classrooms, for quality improvements in accordance with the Expenditure Guidelines ( <u>Exhibit F</u> ) and all other terms of this Agreement.

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT C

BENEFITS ELIGIBILITY REQUIREMENTS

Eligibility Requirements

Grantee agrees:

1. To accept all services provided by LAUP or any subcontractor of LAUP including, but not limited to, coaching and professional development, and will comply with all requirement(s) of this Agreement.
2. To use reasonable best effort(s) to implement any of the action plans resulting from the coaching efforts of LAUP.
3. To share any and all information and documents needed to comply with this Agreement.
4. To remain in “Good Standing” with the California Community Care Licensing Division. Good Standing is defined as a licensed child care center or family child care home that currently does not have or in the past 12 months has not had any of the following: a) a non-compliance conference; (b) 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 (c) a probationary license.
5. To the posting of Grantee’s tiered rating in the public domain.

CSPP QUALITY IMPROVEMENT BLOCK GRANT

EXHIBIT D

PAYMENT SCHEDULE

**Payment Schedule (Date of contract execution – September 30, 2016)**

**Grantees with a QR Tier 1-3**

Payment of the Participation Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- LAUP's receipt of applicable funds from LACOE.

**Grantees with a QR Tier 4 & 5**

Payment of the Participation and the Incentive Grant shall be disbursed to Grantee within 30 days after LAUP's receipt of the following:

- LAUP's receipt of applicable funds from LACOE.

**CSPP QUALITY IMPROVEMENT BLOCK GRANT**

**EXHIBIT E**

**REPORTING SCHEDULE**

**APPLIES TO QR TIERS 4 & 5 ONLY**

<b>Report</b>	<b>Due Date</b>
Period 2 Expenditure Report (Exhibit G)	November 30, 2016

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

## EXHIBIT F

## EXPENDITURE GUIDELINES

**Acceptable Uses of the QRIS Block Grant Funds are for program enhancement and include, but are not limited to:**

## Staffing

1. Compensation
2. Benefits
3. Paid preparation and planning time
4. Workshop/conference fees
5. Monthly Staff meeting materials

## Program Needs

1. Classroom/Instructional materials (ex. art supplies, books, fine motor materials, tricycles)
2. Curriculum materials
3. Developmental screenings or assessments
4. Teacher resource books (ex. CLASS manual)

## Family Engagement

1. Parent involvement activities
2. Facilitation of children's transition to kindergarten
3. Coordination of social services for children and families

**QRIS Block Grant funds may not be used to supplant other public funding sources including, but not limited to, any state or federal funding. Prohibited expenses include, but are not limited to, the following:**

1. Travel expenses (except local mileage costs for QRIS Block Grant Activities)
2. Purchase of vehicles or other transportation equipment;
3. Capital Improvements
4. Bad debts, including losses arising from uncollectible accounts and any related legal costs;
5. Costs of amusement or entertainment that do not benefit children
6. Costs incurred after the Contract has been terminated;
7. Fundraising costs;
8. Personal or business loans including finance charges;
9. Non-sufficient funds/overdraft and ATM usage bank charges;
10. Investment management costs;
11. Costs of organization of a nonprofit corporation such as incorporation fees or consultant fees;
12. Public relations consultant fees;
13. Costs of legal, consulting and accounting services incurred in prosecution; and
14. Compensation to the members of the board of directors, if applicable

**CSPP QUALITY IMPROVEMENT BLOCK GRANT**

**EXHIBIT G**

**EXPENDITURE REPORT**



**Instructions for Expenditure Report**

There are 2 pages in this report. Click on the tabs at the bottom of the file to change pages.  
 YELLOW BOXES are required input fields.

<p><b>LAUP</b>                  Quality Black Grant                  For Program Year Ending</p>			
Agency	Tier Rating	# of Classrooms	Grant Amount
Provider/Site			

Required information (please answer all questions)	
Program Year	Enter the program year.
Agency Name and Provider	Enter your agency name.
Tier Rating	Enter your assigned tier rating.
# of Classrooms	Enter the number of classrooms for each provider.
Grant Amount	Enter the estimated grant amount.

Account / Expense	Period 2 Actuals
Funding	
Participating Sites	
Total Participating Sites	
Total Grant Funding	\$
Expenses	
Salaries & Wages	
Contractual	
Travel	
Post-Programme & Planning Time	
Total Salaries & Wages	\$
Professional Development	
Workshop/Conference Fees	
Monthly Staff Meeting Materials	
Total Professional Development	\$

Period 2: Contract Execution Date - 09/30/2016	
Tier 4 (\$6,000 per State Preschool classroom, up to 4 classrooms per site)	
Tier 5 (\$8,000 per State Preschool classroom, up to 4 classrooms per site)	

Required information (please answer all questions)	
Period x Actual	Enter actual expenses incurred for respective period.



**QRIS Block Grant**

For Program Year Ending \_\_\_\_\_

Agency			
Provider/Site	Tier Rating	# of Classrooms	Grant Amount

Account Category	Period 2 Actuals
<b>Funding</b>	
Participation Grant	
Tiered Incentive Grant	
<b>Total Grant Funding</b>	\$ -
<b>Expenses</b>	
<b>Salaries &amp; Wages</b>	
Compensation	
Benefits	
Paid Preparation & Planning Time	
<b>Total Salaries &amp; Wages</b>	\$ -
<b>Professional Development</b>	
Workshop/Conference Fees	
Monthly Staff Meeting Materials	
<b>Total Professional Development</b>	\$ -
<b>Program Materials</b>	
Classroom/Instructional Materials	
Curriculum Materials	
Developmental Screenings or Assessments	
Teacher Resource Books	
<b>Total Program Materials</b>	\$ -
<b>Family Engagement</b>	
Parent Involvement Activities/Meetings	
Facilitation of Children's Transition to Kindergarten-Materials & Activities	
Social Services Assistance and Referral	
<b>Total Family Engagement</b>	\$ -
<b>Total Expenses</b>	\$ -
<b>Excess/(Deficit)</b>	\$ -

## CSPP QUALITY IMPROVEMENT BLOCK GRANT

## EXHIBIT H

## QUALITY CONTINUUM FRAMEWORK DATA COLLECTION FIELDS

**Category 1: Comprehensive Assessment System**

1. Use of child assessment/observation tool
2. Use of DRDP
3. Use of DRDP Tech
4. Child assessment/observation tool if not DRDP
5. Health screening used at entry
6. Health screening used annually after entry
7. Annual vision screening
8. All children screened for vision
9. Annual hearing screening
10. All children screened for hearing
11. Health Screening Tool
12. Health Screening Name
13. Health Screening Company
14. Health Screening Year/Version
15. Work with families for health screening
16. Use of ASQ
17. Work with families on ASQ
18. Use of ASQ-SE
19. Work with families on ASQ-SE
20. Health screening results used to implement intervention strategies/adaptations as appropriate

**Category 2: Teachers and Teaching**

1. Title 22 Satisfaction
2. Copy of Teacher's Postsecondary Transcript
3. Copy of class rosters
4. Teacher's highest degree
5. Teacher's major
6. Teacher permit information (number and type)
7. Number of Core 8 ECE units completed
8. Number of ECE units completed
9. Number of GE units completed
10. CLASS training completion
11. Staff indicated CLASS informed program's PD plan
12. Copy of Program's Professional Development Plan
13. Number of Hours PD
14. CLASS scores

CSPP QUALITY IMPROVEMENT BLOCK GRANT

**For Category 3: Program and Environment**

1. Teacher: Child ratio (Center only)
2. FCC Title 22 Ratio regulations met
3. ERS subscales
4. ERS average
5. Director familiarity with ERS
6. Director's highest degree (Center only)
7. Director's Postsecondary transcripts (all colleges attended)
8. Director's core ECE units (Center only)
9. Director's GE units (Center only)
10. Director's management/administration units (Center only)
11. Director's supervision units (Center only)
12. Director has administrative credential
13. Director's professional growth hours
14. Director's permit information (number and type)