

CALIFORNIA SUMS INITIATIVE: SCALING UP MULTI-TIERED SYSTEM OF SUPPORT
(SUMS) STATEWIDE GRANT
LOCAL EDUCATION AGENCY AGREEMENT (COHORT 3)

This AGREEMENT is hereby entered into this 1st day of June, 2018, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and William S. Hart Union High School District, 21380 Centre Pointe Parkway, Santa Clarita, California 91350, hereinafter referred to as "CONSORTIUM". SUPERINTENDENT and CONSORTIUM shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SUPERINTENDENT has received funding from the State of California, California Department of Education for the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems; and

WHEREAS, the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant requires SUPERINTENDENT to allocate a portion of the grant funds to Schools throughout the State of California; and

WHEREAS, CONSORTIUM is specially trained, experienced and competent to perform the services required and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on June 1, 2018 and terminate on June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however,

1 CONSORTIUM shall be obligated to perform such duties as would normally extend beyond this term
2 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
3 accounting.

4 **2.0 SCOPE OF WORK.**

5 A. SUPERINTENDENT hereby engages CONSORTIUM as an independent contractor to perform
6 the following described work and CONSORTIUM hereby agrees to perform said work upon the terms
7 and conditions hereinafter set forth. CONSORTIUM shall meet all of the contractual requirement listed
8 herein and shall provide all labor, materials, supplies, and equipment necessary to fully perform all
9 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of
10 Services, which is attached hereto and incorporated herein by this reference to this AGREEMENT.

11 **3.0 COMPENSATION.**

12 A. The Maximum Payment Obligation of SUPERINTENDENT to CONSORTIUM under this
13 AGREEMENT for the period of June 1, 2018 through June 30, 2020 is Fifty thousand dollars
14 (\$50,000.00).

15 B. CONSORTIUM agrees to establish and maintain fiscal control and accounting procedures
16 as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work
17 performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall
18 not be compensated unless and until funding is authorized. Any work performed prior to approval of
19 the State of California will be rendered on a voluntary basis and shall not be compensated unless and
20 until funding is authorized.

21
22 **4.0 BUDGET ALLOCATION.** Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant
23 funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT. No
24 monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used to
25 supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of Support

1 Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit
2 "B", "Proposed Initiative Budget Summary", which is attached hereto and incorporated herein by this
3 reference to this AGREEMENT. CONSORTIUM shall return the completed Budget Form and invoice
4 along with the signed AGREEMENT. Once SUPERINTENDENT has approved CONSORTIUM's budget,
5 CONSORTIUM must obtain prior written approval from SUPERINTENDENT for any budget revisions
6 where an adjustment of funds in a line item are different from the originally approved budget by more
7 than ten percent (10%).

8 **5.0 PAYMENT AND INVOICING.**

9 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay CONSORTIUM in
10 advance, based on the maximum payment obligation identified in Paragraph 3.0 Compensation of this
11 AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided,
12 however, the total of such payments does not exceed CONSORTIUM's maximum obligation; and
13 provided further, CONSORTIUM's costs shall be reimbursable pursuant to State and Federal
14 Regulations. CONSORTIUM shall be responsible for all other expenses incurred in connection with the
15 performance of this AGREEMENT. Payment to CONSORTIUM should be released by SUPERINTENDENT
16 no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved
17 Scaling Up Multi-Tiered Systems of Support (SUMS) Budget Form and CONSORTIUM's invoice.

18 B. For travel necessary to the performance of this AGREEMENT, CONSORTIUM's travel and
19 other travel related expense reimbursement claims shall not exceed the travel policy and procedures
20 of the State of California. Travel and other related travel expenses shall be limited to those necessary
21 for the performance of this AGREEMENT. Travel outside of the State of California must be authorized
22 in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

23 C. CONSORTIUM's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up
24 Multi-Tiered System of Support Statewide (SUMS) Quarterly Budget and Expenditure Report", which
25

is attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT.

CONSORTIUM shall submit the Quarterly Budget and Expenditure Invoice by the following due dates:

1. For the period commencing June 1, 2018 and ending June 30, 2018:

Quarter 1 & 2: N/A

Quarter 3 & 4: Due by July 15, 2018

2. For the period commencing July 1, 2018 and ending June 30, 2019:

Quarter 1 & 2: Due by Due by January 15, 2019

Quarter 3 & 4: Due by July 15, 2019

4. For the period commencing July 1, 2019 and ending June 30, 2020:

Quarter 1 & 2: Due by January 15, 2020

Quarter 3 & 4: Due by July 15, 2020

CONSORTIUM shall submit the Quarterly Budget and Expenditure Report to:

Roberta Tovar

Email: rtovar@ocde.us

Telephone: (714) 966-4406

D. All CONSORTIUM Quarterly Budget and Expenditure Reports submitted to SUPERINTENDENT shall be supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving records, and records of services provided.

E. Any payment made by SUPERINTENDENT to CONSORTIUM in excess of that of which CONSORTIUM is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by CONSORTIUM. In this regard, CONSORTIUM shall make repayment on any overpayment within thirty (30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been made.

F. SUPERINTENDENT may withhold or delay any payment if CONSORTIUM fails to comply

with any provision set forth in this AGREEMENT.

G. CONSORTIUM shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. It is mutually agreed that if the current fiscal year covered under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds whatsoever to CONSORTIUM or to furnish any other considerations under this AGREEMENT and CONSORTIUM shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT or offer an amendment to CONSORTIUM to reflect the reduced amount. SUPERINTENDENT shall give CONSORTIUM written notification of such termination. Notice shall be deemed served on the date of mailing.

6.0 REPORTS.

A. CONSORTIUM shall submit to SUPERINTENDENT required reports or evidence that deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded funds.

B. CONSORTIUM shall be responsible for collecting all data required under this AGREEMENT pursuant to Exhibit "D", "Cohort 3 – Evaluation Outcomes", which is attached hereto and incorporated herein by this reference to this AGREEMENT CONSORTIUM will submit the collected data, along with a summary of activities, reasons for lack of progress toward attainment of objectives, if any, and explanation for major changes to the budget, if any; and other data required.

1 C. Additional Reports: Upon SUPERINTENDENT'S request, CONSORTIUM shall make such
2 additional reports available, as required by SUPERINTENDENT, concerning CONSORTIUM's activities as
3 they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested
4 and allow CONSORTIUM thirty (30) calendar days to respond.

5 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

6 A. CONSORTIUM shall, throughout the term of this AGREEMENT, prepare, maintain and
7 manage records appropriate to the services provided and in accordance with this AGREEMENT and
8 all applicable requirements.

9 B. CONSORTIUM shall ensure appropriate financial records related to cost reporting,
10 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

11 C. CONSORTIUM shall retain all financial records for a minimum of three (3) years after the
12 completion of the activities for which the funds are used and until audit findings are resolved, or due
13 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

14 D. CONSORTIUM shall notify SUPERINTENDENT of any California Public Record Act (CPRA)
15 requests within twenty-four (24) hours of receipt of said request. CONSORTIUM shall provide
16 SUPERINTENDENT with all information that is requested and provided by CONSORTIUM.

17 **8.0 INDEPENDENT CONTRACTOR.**

18 A. CONSORTIUM is, and shall at all times be deemed to be, an independent contractor and
19 shall be wholly responsible for the manner in which it performs the services required of it by the terms
20 of this AGREEMENT.

21 B. CONSORTIUM warrants that it has all necessary licenses required to perform the services
22 required by the terms of this AGREEMENT.

23 C. CONSORTIUM is entirely responsible for compensating staff, subcontractors, and
24 consultants employed by CONSORTIUM. This AGREEMENT shall not be construed as creating the
25

1 relationship of employer and employee, or principal and agent between SUPERINTENDENT and
2 CONSORTIUM or any of CONSORTIUM's employees, agents, consultants, or subcontractors.
3 CONSORTIUM understands and agrees that he/she and all his/her employees shall not be considered
4 officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or
5 nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's
6 employees are normally entitled, including, but not limited to, State Unemployment Insurance or
7 Workers' Compensation. CONSORTIUM shall assume full responsibility for payment of all federal, state
8 and local taxes or contributions, including unemployment insurance, social security and income taxes
9 with respect to CONSORTIUM's employees.

10 D. CONSORTIUM assumes exclusively the responsibility for the acts of its employees,
11 agents, consultants, or subcontractors as they relate to the services to be provided during the course
12 and scope of their employment.

13 E. CONSORTIUM, its agents, employees, consultants, or subcontractors, shall not be
14 entitled to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in
15 any manner to be SUPERINTENDENT's employees.

16 **9.0 INDEMNIFICATION.**

17 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless
18 CONSORTIUM, its Governing Board, and their officers, agents, and employees from liability and claims
19 of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
20 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
21 omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of
22 Education during the period of this AGREEMENT.

23 B. CONSORTIUM hereby agrees to indemnify, defend, and hold harmless
24 SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees,
25

1 from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any
2 person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the
3 negligent acts or omissions of employees, agents or officers of CONSORTIUM during the period of this
4 AGREEMENT.

5 C. CONSORTIUM agrees to indemnify, defend and save harmless the State of California, its
6 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
7 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
8 or supplying work services, materials, or supplies in connection with the performance of this
9 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
10 corporation who may be injured or damaged by CONSORTIUM in the performance of this AGREEMENT.

11 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
12 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
13 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
14 materials covered by copyright.

15 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and CONSORTIUM shall maintain the confidentiality
16 of all records, including any hard copies, and/or electronic or computer based data, and/or audio
17 and/or video recordings, in accordance with all applicable state and federal codes and regulations
18 relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The
19 confidentiality requirements under this paragraph shall survive the termination or expiration of this
20 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

21 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that CONSORTIUM may be affiliated
22 with one or more organizations or professional practices located in CONSORTIUM's county.
23 CONSORTIUM therefore warrants that he/she shall not violate any applicable law, rule or regulation
24 of any governmental entity relating to conflict of interest. CONSORTIUM shall not knowingly
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1 undertake any act which unjustifiably results in any relative benefit to any organization or professional
2 practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in
3 nature, of the performance of duties and obligations required by this AGREEMENT, when compared to
4 the result such act has on any other organization or professional practice.

5 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** CONSORTIUM warrants that it shall fully comply with
6 all federal and state statutes and regulations regarding the employment of aliens and others and to
7 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
8 the citizenship or alien status requirement set forth in federal statutes and regulations. CONSORTIUM
9 shall obtain, from all employees, subcontractors and consultants performing work hereunder, all
10 verification and other documentation of employment eligibility status required by federal or state
11 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
12 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONSORTIUM
13 shall retain all such documentation for all covered employees, subcontractors and consultants for the
14 period prescribed by the law.

15 **14.0 DELEGATION AND ASSIGNMENT.** CONSORTIUM may not delegate its obligations hereunder,
16 either in whole or in part, without the prior written consent of SUPERINTENDENT.

17 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and, State of California or any other of their
18 authorized representatives, shall have access to any books, documents, and records, including but not
19 limited to, financial statements, general ledgers, relevant accounting systems of CONSORTIUM that
20 are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or
21 conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such
22 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
23 this AGREEMENT, and the premises in which they are provided.
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25

1 **16.0 LICENSES AND LAW.**

2 A. CONSORTIUM shall, throughout the term of this AGREEMENT, maintain all necessary
3 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the
4 services hereunder and required by the laws and regulations of the United States, State of California,
5 and any other applicable governmental agencies. CONSORTIUM shall notify SUPERINTENDENT
6 immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an
7 appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause
8 for termination of this AGREEMENT.

9 B. CONSORTIUM shall comply with all laws, rules or regulations applicable to the
10 services provided hereunder, as any may now exist or be hereafter amended or changed.

11 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

12 1. CONSORTIUM agrees to furnish to SUPERINTENDENT within thirty (30)
13 calendar days of the award of this AGREEMENT:

14 a. In the case of an individual contractor, his/her name, date of birth, social
15 security number, and residence address;

16 b. In the case of a contractor doing business in a form other than as an
17 individual, the name, date of birth, social security number, and residence address of each individual
18 who owns an interest of ten percent (10%) or more in the contracting entity;

19 c. A certification or statement that CONSORTIUM has fully complied with all
20 applicable federal and state reporting requirements regarding its employees;

21 d. A certification or statement that CONSORTIUM has fully complied with all
22 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so
23 comply.
24

25 2. Failure of CONSORTIUM to timely submit the data and/or

1 certifications/statements required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with
2 all federal and state employee reporting requirements for child support enforcement, or to comply
3 with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall
4 constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60)
5 calendar days of notice from SUPERINTENDENT shall constitute grounds for termination of this
6 AGREEMENT.

7 3. It is expressly understood that this data will be transmitted to governmental
8 agencies charged with the establishment and enforcement of child support orders, or as permitted
9 by federal and/or state statute.

10 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, CONSORTIUM shall not
11 engage in, nor permit any employee or agent to engage in discrimination in employment of person or
12 provision of services or assistance, nor exclude any person from participation in, nor deny any person
13 the benefits of, not subject any person to discrimination under any program or activity funded in whole
14 or in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on the
15 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
16 status, gender or sexual orientation. CONSORTIUM shall comply with Title II of the Americans with
17 Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

18 **18.0 TERMINATION.**

19 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
20 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
21 without cause, CONSORTIUM shall immediately cease performance under this AGREEMENT.
22

23 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
24 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by
25 CONSORTIUM in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any

1 notice of default advice CONSORTIUM it also intends to terminate the AGREEMENT for cause. The
2 notice of default from SUPERINTENDENT shall advise CONSORTIUM if SUPERINTENDENT intends to
3 elect to terminate the AGREEMENT and in this event CONSORTIUM shall immediately cease
4 performance and provision of services as of the date the notice of default is received or deemed
5 received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not
6 required, to take over the work and prosecute the same to completion by contract or otherwise. Also,
7 in the event of termination for cause, CONSORTIUM shall be liable to the extent that the total cost
8 for completion of the services required by this AGREEMENT exceeds the compensation stipulated in
9 this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages),
10 and SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to
11 CONSORTIUM for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT
12 as previously set forth in this AGREEMENT.

13 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
14 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
15 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
16 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
17 termination of this AGREEMENT.

18 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
19 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
20 the satisfactory completion thereof. CONSORTIUM agrees to comply with all federal, state and local
21 laws, statutes, rules, regulations and local ordinances that are now or may in the future become
22 applicable to the services performed under this AGREEMENT.

23 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or CONSORTIUM to seek redress for violation
24 of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
25

1 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again
2 constituting a violation of such term or condition.

3 **22.0** **DEFAULT.** Failure by CONSORTIUM to perform and/or comply with any provision, covenant,
4 or condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
5 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
6 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
7 may elect any of the following, if applicable:

8 A. Afford CONSORTIUM a time period of fifteen (15) days from the date the notice is mailed to
9 cure the default, or to commence to cure the breach and diligently pursue to completion the cure of
10 the breach within thirty (30) days of date notice is mailed; and/or

11 B. Discontinue payment and eligibility for payment to CONSORTIUM during the period in which
12 CONSORTIUM is in breach, which payment may not be entitled to later recovery; and/or

13 C. Offset against any funds invoiced by CONSORTIUM but yet unpaid by SUPERINTENDENT those
14 monies disallowed pursuant to the above offset authority; and/or

15 D. Withhold from any monies payable to CONSORTIUM sufficient funds to compensate
16 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by or
17 have been incurred by SUPERINTENDENT due to the default of CONSORTIUM in the performance of the
18 services required by this AGREEMENT.

19 **23.0** **NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or
20 required by this AGREEMENT shall be addressed as follows:

21
22 SUPERINTENDENT: Orange County Superintendent of Schools
23 200 Kalmus Drive
24 P.O. Box 9050
25 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

1 CONSORTIUM: William S. Hart Union High School District
2 21380 Centre Pointe Parkway
3 Santa Clarita, California 91350
4 Attn: _____

5 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to
6 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or
7 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,
8 ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will
9 nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any
10 way.

11 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and
12 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and
13 CONSORTIUM with respect to the subject matter of this AGREEMENT, and shall constitute the total
14 AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of
15 this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally
16 executed and approved by SUPERINTENDENT and CONSORTIUM.

17 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are
18 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
19 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
20 shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
21 appropriate legal and equitable remedies against the breaching party.

22 **27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the
23 laws of the State of California with venue in Orange County, California.

24 ///

25 ///

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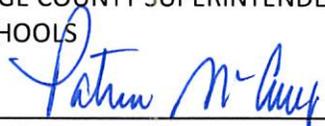
IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange,

State of California.

CONSORTIUM: WILLIAM S. HART UNION
HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Administrator

DATE: _____

DATE: July 6, 2018

TIN: _____

William S Hart Union HSD(46669)-SUMS Grant-Cohort 3-Consortium 2018-2020
ZIP4

EXHIBIT "B"

Form D: Proposed Initiative Budget Summary

California Scale-Up MTSS Statewide (SUMS) Initiative

Lead LEA Name:	William S. Hart Union High School District
Fiscal Agent Contact Name:	Ralph Peschek, CFO
CDS Code:	19 65136 0000000

This budget should list all initiative expenditures for grant funds for the proposed initiative's three years. Add additional rows as needed.

Object Code	Object of Expenditure	Proposed Expenditures			Total Proposed Expenditures
		FY 2017-18	FY 2018-19	FY 2019-20	
1000-1999	Certificated Salaries	\$0.00	\$0.00	\$2,250.00	\$2,250.00
2000-2999	Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00
3000-3999	Employee Benefits	\$0.00	\$0.00	\$422.00	\$422.00
4000-4999	Books and Supplies	\$0.00	\$0.00	\$0.00	\$0.00
5000-5999	Services and Other Operating Expenditures	\$19,301.21	\$12,000.00	\$12,000.00	\$43,301.21
	SUBTOTAL	\$19,301.21	\$12,000.00	\$14,672.00	\$45,973.21
	Indirect Costs (8.79%) Cannot exceed current CA state limit	\$1,682.32	\$1,054.80	\$1,289.67	\$4,026.79
	TOTAL	\$20,983.53	\$13,054.80	\$15,961.67	\$50,000.00

Form E: Proposed Budget Narrative

California Scale-Up MTSS Statewide (SUMS) Initiative

Please explain with sufficient detail what led to the calculations to justify the budget figures in the Proposed Initiative Budget Summary, Form D. Include how the funds link to your Application Narrative responses to Objectives and Outcomes (Section II, C). Use additional pages of this form as necessary. Note: Applicants can opt to use Form E for each initiative year

Object Code	Detailed Explanation of Expenditure	SUMS Initiative	Amount from Other Source(s)
Certificated Salaries 1000s	Year 1: Year 2: Year 3: Subs. for PBIS Training (6 teachers x 3 days X \$125/day = \$2,250)	Year 1: Year 2: Year 3: \$2,250	Year 1: Year 2: Year 3:
Classified Salaries 2000s	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:
Benefits 3000s	Year 1: Year 2: Year 3: Benefits calculated @ 18.73% (\$2,250 X .1873 = \$421.43)	Year 1: Year 2: Year 3: \$422	Year 1: Year 2: Year 3:
Books and Supplies 4000s	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:	Year 1: Year 2: Year 3:

Form E: Proposed Budget Narrative (cont.)

Services and Other Operating Expenditures	Year 1: 1. Los Angeles County Office of Education (LACOE) consultation and planning fee of \$1,000.00 2. MTSS Training - includes registration fees, lodging, and allowable travel expenses at approx. \$2,412.65/person (8 people X \$2,412.65 = \$19,301.21)	Year 1: \$19,139	Year 1:
5000s	Year 2: Los Angeles County Office of Education (LACOE) training for PBIS	Year 2: \$12,000	Year 2:
	Year 3: Los Angeles County Office of Education (LACOE) implementation support for PBIS	Year 3: \$12,000	Year 3:
SUBTOTAL	Year 1: \$19,301.21 Year 2: \$12,000.00 Year 3: \$14,672.00		
Indirect Costs	Year 1: \$1,682.32 Year 2: \$1,054.80 Year 3: \$1,289.67		
TOTAL	Year 1: \$20,983.53 Year 2: \$13,054.80 Year 3: \$15,961.67		

Invoice

WM S HART UNION HS DISTRICT - FEES
 21380 Centre Pointe Parkway
 Santa Clarita, CA 91350
 6612590033

Invoice Number: 0018529-IN

Invoice Date: 7/30/2018

Salesperson:

Tax Schedule:

ORANGE COUNTY DEP OF EDUCATION
 ATTN: JULIE MONTGOMERY
 CONTRACTS DEPARTMENT
 P.O. BOX 9050
 Costa Mesa, CA 92628

Customer Number: 00-OC ED

Customer P.O.:

Ship VIA:

Terms: NET 30 DAYS

Contact:

Item Code	Description	UM	Quantity	Price	Amount
MISC	MISC. REIMBURSEMENTS		1.000	50,000.000	50,000.00
	SCALING UP MULTI-TIERED SYSTEMS OF SUPPORT				
	STATEWIDE (SUMS) GRANT				
	010-90048.0-00000-00000-8699-0000000				

Net Invoice:	50,000.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	50,000.00