

CALIFORNIA SUMS INITIATIVE: SCALING UP MULTI-TIERED SYSTEM OF SUPPORT
(CA SUMS) PHASE 3 CONSORTIUM SUB-GRANT – COHORT B

This AGREEMENT is hereby entered into this 25th day of April 2022, 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 Azusa Unified School District, 546 South Citrus Avenue, Azusa, California 91702-0500, 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 Department of Education for the California Sums Initiative: Scaling Up Multi-Tiered System of Support (CA SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems, hereinafter referred to as PROGRAM; and

WHEREAS, the California Sums Initiative: Scaling Up Multi-Tiered System of Support (CA 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 September 1, 2022 and terminate on March 31, 2026, subject to earlier termination as set forth in this AGREEMENT, provided, however, CONSORTIUM shall be obligated to perform such duties as would normally extend beyond this term

1 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
2 accounting.

3 **2.0 SCOPE OF WORK.**

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

10 **3.0 COMPENSATION.**

11 A. The Maximum Payment Obligation of SUPERINTENDENT to CONSORTIUM under this
12 AGREEMENT for the period of September 1, 2022 through March 31, 2026 is an amount up to Three
13 hundred fifteen thousand dollars (\$315,000.00).

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

21 **4.0 BUDGET ALLOCATION.** California Scaling Up Multi-Tiered System of Support (CA SUMS) Phase
22 3 grant funds shall be expended only for those purposes expressed under Section 2.0 of this
23 AGREEMENT. No monies from the California Scaling Up Multi-Tiered System of Support (CA SUMS)
24 grant shall be used to supplant state or local general fund money of any purpose. Scaling Up Multi-
25 Tiered System of Support (CA SUMS) grant funds shall be allocated for the term of the AGREEMENT

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

7 **5.0 PAYMENT AND INVOICING.**

8 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay CONSORTIUM fifty
9 percent (50%) of the total allocation in advance and the remaining fifty (50%) should be invoiced to
10 SUPERINTENDENT in quarterly installments after the initial 50% advance has been spent, with the final
11 invoice sent only upon completion of the deliverables, based on the maximum payment obligation
12 identified in Paragraph 3.0 Compensation of this AGREEMENT for providing the services and activities
13 hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed
14 CONSORTIUM's maximum obligation; and provided further, CONSORTIUM's costs shall be
15 reimbursable pursuant to State and Federal Regulations. CONSORTIUM shall be responsible for all
16 other expenses incurred in connection with the performance of this AGREEMENT. Payment to
17 CONSORTIUM should be released by SUPERINTENDENT no later than thirty (30) calendar days after
18 receipt of signed AGREEMENT, completed and approved California Scaling Up Multi-Tiered Systems of
19 Support (CA SUMS) Budget Form and CONSORTIUM's invoice.
20

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

1 C. CONSORTIUM's billings shall be submitted on SUPERINTENDENT's form, "California
2 Scaling Up Multi-Tiered System of Support (CA SUMS) Phase 3 Sub-Grant Expenditure Report", which
3 is attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT.

4 CONSORTIUM shall submit the Expenditure Report by the following due dates:

5 1. For the period commencing September 1, 2022 and ending June 30, 2023:

6 Due by July 31, 2023

7 2. For the period, commencing July 1, 2023 and ending June 30, 2024

8 Due by July 31, 2024

9 3. For the period, commencing July 1, 2024 and ending June 30, 2025

10 Due by July 31, 2025

11 4. For the period, commencing July 1, 2025 and ending March 31, 2026

12 Due by April 30, 2026

13 CONSORTIUM shall submit the Expenditure Report to:

14 SUMS_Fiscal@ocde.us

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

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

24 F. SUPERINTENDENT may withhold or delay any payment if CONSORTIUM fails to comply
25

1 with any provision set forth in this AGREEMENT.

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

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

16 **6.0 REPORTS.**

17 A. CONSORTIUM shall submit to SUPERINTENDENT required reports or evidence that
18 deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded
19 funds.
20

21 B. CONSORTIUM shall be responsible for collecting all data required under this
22 AGREEMENT pursuant to Exhibit "D", "California Scaling Up Multi-Tiered System of Support (CA SUMS)
23 Evaluation Measures & Data Collection Schedule", which is attached hereto and incorporated herein
24 by this reference to this AGREEMENT CONSORTIUM will submit the collected data, along with a
25 summary of activities, reasons for lack of progress toward attainment of objectives, if any, and

1 explanation for major changes to the budget, if any; and other data required.

2 CONSORTIUM shall be responsible for submitting data and outcome reports by the following due
3 dates:

- 4 1. For the period commencing September 1, 2022 and ending June 30, 2023:

5 Feedback on coaching: Upon receipt of coaching

6 LEA Self-Assessment results: Due by June 30, 2023
(optional but recommended)

7 Year-End Outcome Report (July-June): Due by July 31, 2023
(optional but recommended)

- 8 2. For the period commencing July 1, 2023 and ending June 30, 2024:

9 Feedback on coaching: Upon receipt of coaching

10 SWIFT FIA scores: Due by October 31, 2023

11 School-wide Implementation Tool Scores: Due by December 1, 2023

12 LEA Self-Assessment results: Due by June 30, 2024

13 Year-End Outcome Report (July-June): Due by July 31, 2024

- 14 3. For the period commencing July 1, 2024 and ending June 30, 2025:

15 Feedback on coaching: Upon receipt of coaching

16 SWIFT FIA scores: Due by October 31, 2024

17 School-wide Implementation Tool Scores: Due by December 1, 2024

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19 Year-End Outcome Report (July-June): Due by July 31, 2025

- 20 4. For the period commencing July 1, 2025 and ending March 31, 2026:

21 Feedback on coaching: Upon receipt of coaching

22 SWIFT FIA scores: Due by October 31, 2025

23 School-wide Implementation Tool Scores: Due by December 1, 2025

24 Year-End Outcome Report (July-June): Due by April 30, 2026

1 CONSORTIUM shall be responsible for submitting data and outcome reports electronically and as
2 assigned by SUPERINTENDENT.

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

7 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

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

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

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

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

19 **8.0 INDEPENDENT CONTRACTOR.**

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

23 B. CONSORTIUM warrants that it has all necessary licenses required to perform the services
24 required by the terms of this AGREEMENT.
25

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

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

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

18 **9.0 INDEMNIFICATION.**

19 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless
20 CONSORTIUM, its Governing Board, and their officers, agents, and employees from liability and claims
21 of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
22 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
23 omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of
24 Education during the period of this AGREEMENT.
25

1 B. CONSORTIUM hereby agrees to indemnify, defend, and hold harmless
2 SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees,
3 from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any
4 person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the
5 negligent acts or omissions of employees, agents or officers of CONSORTIUM during the period of this
6 AGREEMENT.

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

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

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

23 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that CONSORTIUM may be affiliated
24 with one or more organizations or professional practices located in CONSORTIUM's county.
25

1 CONSORTIUM therefore warrants that he/she shall not violate any applicable law, rule or regulation
2 of any governmental entity relating to conflict of interest. CONSORTIUM shall not knowingly
3 undertake any act which unjustifiably results in any relative benefit to any organization or professional
4 practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in
5 nature, of the performance of duties and obligations required by this AGREEMENT, when compared to
6 the result such act has on any other organization or professional practice.

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

17 **14.0 DELEGATION AND ASSIGNMENT.** CONSORTIUM may not delegate its obligations hereunder,
18 either in whole or in part, without the prior written consent of SUPERINTENDENT.

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

1 this AGREEMENT, and the premises in which they are provided.

2 **16.0 LICENSES AND LAW.**

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

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

12 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

22 d. A certification or statement that CONSORTIUM has fully complied with all
23 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so
24 comply.
25

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

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

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

19 **18.0 TERMINATION.**

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

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

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

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

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

24 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or CONSORTIUM to seek redress for
25

1 violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT
2 shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar
3 act from again constituting a violation of such term or condition.

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

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

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

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

16 D. Withhold from any monies payable to CONSORTIUM sufficient funds to compensate
17 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
18 or have been incurred by SUPERINTENDENT due to the default of CONSORTIUM in the performance
19 of the services required by this AGREEMENT.
20

21 **23.0** NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or
22 required by this AGREEMENT shall be addressed as follows:

23 //

24 //

25 //

1 SUPERINTENDENT: Orange County Superintendent of Schools
2 200 Kalmus Drive
3 P.O. Box 9050
4 Costa Mesa, California 92628-9050
5 Attn: Patricia McCaughey

6 CONSORTIUM: Azusa Unified School District
7 546 South Citrus Avenue
8 Azusa, California 91702-0500
9 Attn: _____

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

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

22 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are
23 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
24 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
25 shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
appropriate legal and equitable remedies against the breaching party.

27.0 FORCE MAJEURE. In no event shall either party have any claim or right against the other party for
any failure of performance if the failure is caused by or the result of causes beyond the reasonable

1 control of such other party due to any occurrence commonly known as Force Majeure, including,
2 without limitation, acts of God, pandemics, floods, riots, earthquakes, government regulations enacted
3 after the date of the AGREEMENT, explosions, war, national emergency, including terrorist threats, or
4 insurrections. The party first learning of the event of Force Majeure shall notify the other party in
5 writing. In the event this clause must be invoked, there shall be no implied or express breach of
6 contract by either party.

7 **28.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the
8 laws of the State of California with venue in Orange County, California.

9 IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange,
10 State of California.

11 CONSORTIUM: AZUSA UNIFIED SCHOOL
12 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

13 BY: _____
14 Authorized Signature

13 BY:  _____
14 Authorized Signature

15 PRINTED NAME: Norma Carvajal Camacho

15 PRINTED NAME: Patricia McCaughey

16 TITLE: Assistant Superintendent, Ed. Services

16 TITLE: Administrator

17 DATE: _____

17 DATE: April 25, 2022

18 Azusa Unified School District-Consortium-Phase 3 CA SUMS-CohortB(10001179) 2022-2026
19 ZIP5

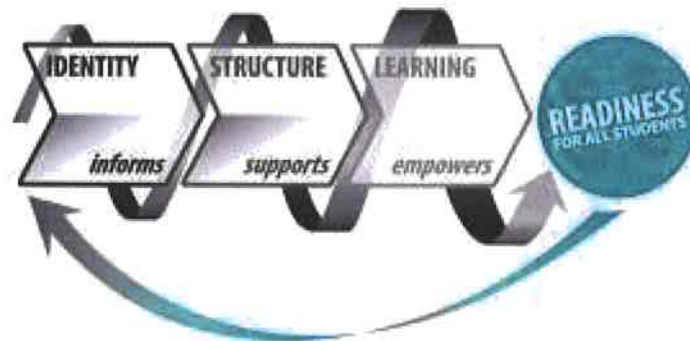


**California Scaling up Multi-Tiered System of Support (CA SUMS)
Phase 3 2022-2026**

Utilizing the CA MTSS Pathway Certification Course for the School Level Approach

The visual below represents a working, school-level approach that supports the successful school-wide implementation of California Scaling up Multi-Tiered System of Support (CA MTSS) Framework. This approach is designed to prevent and address punitive discipline approaches that negatively affect historically marginalized students of color, students who are homeless, students receiving foster care services, students who are LGBTQ+, students receiving services for an identified disability, and students who are socio-economically disadvantaged. When school systems are built to support students within their own community context, ALL students thrive.

The first iteration of the Working School-level Approach was developed by a group of 60 key education stakeholders including students, teachers, administrators, district leaders, county officials, researchers and others over a period of 9 months. The approach is intended to create or strengthen the necessary conditions and climate for supporting the academic, behavioral, and social-emotional development of students historically underserved and marginalized in our public schools.



Our School-level Approach is driven by the belief that schools must establish a shared vision for readiness that values academic, behavioral, and social-emotional learning outcomes and has been co-created by students and community members. Further, our approach recognizes and elevates the critical role “school identity” plays in driving the types of structures that support learning and is aligned with a holistic vision for student readiness. Establishing these two anchor points (Vision for Readiness and School Identity), with an emphasis on inclusive practices and authentic family/parent engagement, is essential for the implementation of a high-quality multi-tiered system of support.

As reflected in the visual above, the corkscrew arrow represents cycles of ongoing learning and growth

as schools work to establish a coherent system where **identity** informs the **structures** that support the **learning** that empowers student **readiness**.

Scope of Work for School Leadership Team (SLT)

This team should be made up of a broad set of key members of the school community that includes the site principal and other administrators, teachers, counselors, specialists, and support staff. The team may also include students, families, and community partners as members. However, regardless of students and families being officially on the School Leadership Team, there must be a regular and substantive student, family, and community partner input specific to strategy development and critical decisions. This collective group is responsible for leading school level change and implementation of CA MTSS to support students not historically served well by the school site. Over a 2-year period, Site Leadership Teams will engage in a process that builds a 5-year implementation game plan that supports the development of a shared school identity, that informs the organizational structures that support the approaches to learning that empower student readiness for life beyond their PK-12 journey.

The Administrator will be responsible for:

- Meeting regularly (at least monthly) with the assigned coach for support with implementation of CAMTSS
- Identifying the appropriate and eligible staff to participate in the CA MTSS Pathway Certification course
- Setting up a pacing guide for his/her staff to complete the course within the two-year period
- Ensuring 90 percent of the identified staff complete the course with satisfactory results
- Facilitating the completion and submission of the SIT and the FIA once a year
- Completion and submission of the Mid-Year and End of Year Outcome reports
- Working with the DLT, SLT and school site staff to implement and/or enhance MTSS at each site through:
 - Regular “MTSS” site team meetings to discuss student progress
 - Ex. SLT, grade level or content area PLC team meetings, COST/SST or Intervention teams
 - The use of screeners and data to identify students with targeted and intensive needs
 - The development of a continuum of support to meet the academic, behavioral and social-emotional/mental health needs of students
- Working with the appropriate district staff to develop and monitor the grant budget
 - Funds can be used for any of the following strategies
 - stipends for staff to complete the course outside of their work day/year (stipends are paid at the locally negotiated hourly rate)
 - to support release time and offset substitute costs to allow staff to complete the course during the work day and engage in team meetings for implementation of CAMTSS
 - additional professional development needs once the course is completed by all staff

The SLT will be responsible for:

- Meeting monthly to share learning gained from the CA MTSS Pathway Certification Course
- Developing an understanding of the Working Approach by intentionally mapping out identity, structures, learning, and readiness within your school and community
- Creating a map to show how the Working Approach will be implemented and support MTSS implementation
- Collaborating with District Leadership Team to inform district-wide strategy for supporting school-level implementation
- Providing feedback (and relevant data) to the Leadership Coaching Team related to

- services that support historically underserved student groups (race, class, gender, socio economic, sexuality, (dis)ability, language, and immigration/citizenship status)
- Demonstrate a willingness and desire to be part of a community of practice that includes pilot sites from participating CA MTSS districts across the state
 - Work with research consortium partners for periodic school visits, interviews and focus groups
 - Voluntarily participate in research associated with the research consortium to inform equity change models for school climate and student learning
 - Attend the CA MTSS Professional Learning Institute July 12-14, 2022

Scope of Work for District Leadership Team (DLT):

This team is made up of key district staff that are responsible for providing implementation support. They will focus on creating district-level conditions that will ensure the sustainability of school-level transformation and change.

The DLT will be responsible for:

- Supporting school site leaders with focus on implementation of CAMTSS
- Participating in the local and/or state Leadership Coaching Team meetings
- Identifying and addressing policy and practices that support implementation of CA MTSS at the district level
- Assisting with school-level data collection and analysis
- Identify a main point of contact to help manage research associated with the grant
- Incorporating MTSS into LCAP related services and outcomes
- Including local measures specific to outcomes for historically underserved groups of students (race, class, gender, socio-economic, sexuality, (dis)ability, language, and immigration/citizenship status)

Note: See last page of this document for Pre-Work required for Schools and Consortia in **Cohorts B and C** to complete prior to the start of their cohort

Scope of Work for the assigned Coach:

A coach may be an individual affiliated with the local county office, local LEA or CMO or someone from the state CA MTSS executive team who will support the selected school site administrator or consortia members. The coach's primary role is to provide regular check in meetings with site administrators for the Phase 3 CA MTSS school or consortia awardee as appropriate. The coach should be a certified CA MTSS coach. This happens by successfully completing the CA MTSS Pathway for Coaches course.

The Coach is responsible for:

- Satisfactorily completing the CA MTSS Pathway for Coaches course and receiving certification status on or before March 1, 2023
- Set up regular meetings with the administrator (at least once a month)—may be virtual or in person and may be in small group format
- Partnering with the site Administrator or designee to support

- A plan for staff completion of the CA MTSS Pathway Certification course **and**
- implementation of site-based CA MTSS with a special emphasis on building or enhancing the SEL/MH continuum of support
- Assisting the Administrator in setting goals, determining effective practices, creating action plans, and monitoring progress based on course completion status updates and the results from the FIA, LEASA, and SIT
- Providing ongoing tailored feedback and support to the site administrator to inform school-based efforts regarding outcomes shown by course completion data and results of the FIA, SIT and LEASA as to fidelity of implementation

Scope of Work for Region Lead

The Region Lead is a county office(s) in a designated CCSESA region who will provide technical assistance and support for all of the coaches in their assigned region. The region lead may also provide coaching to local awardees as deemed necessary.

- Act as the lead coach in your region
- Attend monthly State Team meetings (one hour)
- Conduct monthly regional meetings with all coaches in your region (one hour)
- Provide technical assistance to coaches in your region, as needed

Pre-Work Requirements for Cohorts B and C

As the school site(s) in Cohorts B and C prepare to engage in this journey, some initial action steps are required. See the information below regarding pre-work for the school and the LEA:

- All Individual school Administrators and Consortia School Administrators will be assigned a coach to work during the grant period. Coaches may be representatives from their school district offices or from their local county offices depending on the plan written into the application, if a consortium, or the needs of the individual school
- For schools or consortia in Cohorts B and C, the coach will begin work with the awardee site(s) prior to the start of their cohort to complete the following activities each year:
 - Administer the Fidelity Integrity Assessment (FIA) and the Schoolwide Implementation Tool (SIT) both of which are school site self assessments as baseline in the Fall of 2022
 - FIA by **October 31, 2022 and annually on the same date each year**
 - SIT (School-wide Implementation Tool) by **Dec 1, 2022 and annually on the same date**
 - Debrief the results of the FIA and SIT
 - Debrief will consist of:
 - Identify strengths within the results. How did we get there? What was the process? Who was involved?
 - Identify the areas for opportunity or growth that will serve as the priority areas during the grant phase. No more than three priorities
 - Determine if the areas of strength can be leveraged to support the priority areas. How can the process(es) to achieve the areas of strength

be replicated?

- With the support of the coach:
 - The school site administrator and the coach will create the CA MTSS Pathway Certification for Schools Timeline
 - The timeline identifies when specific sections of the course are to be completed and serves as a roadmap
 - The administrator and leadership team create Practice Profiles to support the priority areas.
 - Practice Profiles support implementation efforts to ensure priorities and practices are sustainable. They identify the gold standard and outline the processes required to achieve full implementation
 - Through the grant phase, schools will continue to enhance their Practice Profiles

- The LEA will administer the LEA Self Assessment by June 30th of each year
 - Debrief the results
 - Determine areas of strength
 - Determine priority areas for growth
 - Compare and align priority areas determined by the school site(s)
 - Develop long-range plan to support the school site(s) in their improvement areas
 - Develop long-range plan to support the LEA in their improvement areas

- Complete the CA MTSS budget to align with the identified school priorities
 - Funds may be used for
 - stipends for teachers to complete the online course outside of school hours
 - substitute costs to allow release time for teachers or other staff to work on the course during school hours or meet to plan implementation of CA MTSS
 - professional development
 - curriculum
 - technology
 - travel/conference

1) Awarding County Agency's name	Orange County Superintendent of Schools
2) Awarding State Agency's name	California Department of Education
3) Name of Grant Program	Scaling Up Multi-tiered System of Support Statewide
4) Project Description	Subgrants to local educational agencies (LEAs) for the purpose of funding schoolwide and districtwide implementation of services or practices aligned to the MTSS framework development under the SUMS project.
5) Resource Code	7810
6) Revenue Object Code	8677
8) General Assurances & Certification	The general assurances and certifications are available on the CDE Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp .
9) Administrative Indirect Costs	Indirect costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data processing. The administrative indirect costs to CDE's approved indirect cost rates, which may be found on the CDE's Indirect Costs web page at https://www.cde.ca.gov/fg/ac/ic/index.asp .
9) Non-Allowable Activities and Costs	Funds provided under this grant may not be used for the following purposes: <ul style="list-style-type: none"> • Supplanting of existing funding and efforts; • Acquisition of equipment for administrative or personal use; • Acquisition of furniture (e.g., bookcases, chairs, desks, file cabinets, tables), unless an integral part of an equipment workstation or to provide reasonable accommodations to students with disabilities; • Food services, refreshments, banquets, and meals; • Purchase of space; • Payment for memberships in professional organizations; • Purchase of promotional favors, such as bumper stickers, pencils, pens, or T- shirts; • Subscriptions to journals or magazines; • Travel outside the United States, or • Travel to states included in Assembly Bill 1887's travel prohibition list found at https://oag.ca.gov/ab1887



CALIFORNIA Scaling Up Multi-Tiered System of Support Statewide (CA SUMS)

Phase 3 Sub-Grant 2022-2026

EXHIBIT C: EXPENDITURE REPORT

From the Office of
Jami Parsons, Ed.D.
Date

Approved
 Needs Revision

Return completed report form to:
SUMS_Fiscal@ocde.us

District Address
 Quarters 1-4, Due July 31, (Year)

CATEGORY	CURRENT YEAR APPROVED BUDGET	ACTUAL EXPENDITURES			Remaining Current Year Allocation
		QUARTER 1 & 2 July 1 - Dec 31, (Year)	QUARTER 3 & 4 Jan 1 - June 30, (Year)	Year-to Date Total Expenditures	
1000 Certificated Salaries					-
2000 Classified Salaries					-
3000 Employee Benefits					-
4000 Books & Supplies					-
5000-5999 Services and Other Operating					-
7000 Indirect Charges (*See note below)					-
Indirect Rate: ___%					-
Totals	-	\$ -	\$ -	\$ -	\$ -

Submit Expenditure Report with a copy of a general ledger. See MOU for a list of acceptable documentation. An Expenditure Report must be submitted even if there were no expenditures in the Fiscal Year.

* **INDIRECT COST RATE FOR YEAR** ___: Per CDE approved indirect rate.

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.

Coordinator Name and Title	Email	Phone Number	Coordinator Signature	Date
			X	

Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature	Date
			X	

Submit Budget and Expenditure Invoice with required back-up documentation of reported expenses to SUMS_Fiscal@ocde.us

**California Scaling up Multi-tiered System of Support (CA SUMS)
Phase 3 2022-2026
Evaluation Measures & Data Collection Schedule**

Data Collection 4-Year Annual Schedule

School-level teams: <ul style="list-style-type: none"> ● Coaching Feedback Survey ● SWIFT FIA by October 31 ● School-wide Implementation Tool by Dec 1 ● School Climate Survey annually to multiple stakeholders (staff, students, families) ● Year-End Outcome Report by July 31 	District teams: <ul style="list-style-type: none"> ● LEA Self-Assessment (LEASA) by June 30
	Coaches: <ul style="list-style-type: none"> ● Coaching conversations/notes monthly
	Region Lead/COE Awardees: <ul style="list-style-type: none"> ● Year-End Outcome Report by July 31

Coaching conversations/notes

- Coaches will report monthly (at minimum) the amount and types of technical assistance/coaching provided to sites

Coaching/Technical Assistance Feedback Survey

- Online survey that captures site feedback on 1) Coaching and technical assistance quality, relevance, and usefulness, and 2) to measure changes in confidence or efficacy to a) implement envisioned changes, b) access resources to bring about changes, and c) build capacity to transform and sustain

SWIFT-Fidelity Integrity Assessment (FIA)

- To examine the current status of schoolwide practices that successfully include all students who live in the school community
- Self-assessment conducted by the site, can be completed within 1 day

School-wide Implementation Tool (SIT)

- To examine the current status in addressing the four domains necessary for schools to improve their climate and culture
- Self-assessment conducted by the site, can be completed within 1 day

LEA Self-Assessment (LEASA)

- To identify the current status of systemic practices/components of effective district systems
- Self-assessment completed by the District Leadership Team (DLT), can be completed within 1 day

School Level Year-End Outcome Reports

- To capture qualitative information of sites' progress in social-emotional learning/addressing the social-emotional needs of pupils, trauma screening, trauma-informed practices, and culturally relevant, affirming, and sustaining practices. Must describe how efforts will be sustained after the grant period ends. For example, efforts are incorporated into the LEA's LCAP.
- To capture latest School Climate information and data including, name of the survey/tool, copy of the items/questions, dates of administration and with which grades/stakeholders, results or reports showing progress over time, and data files (if requested). May use the same School Climate measure as reported for the local indicator of the CA School Dashboard.
- To capture for each participating site: 1) the number of discipline referrals (not resulting in suspension or expulsion) for fighting or aggression, theft, cheating, disruption or defiance, and all other categories and

2) the number of students referred to Special Education and the number of students who qualified for Special Education

Region Lead/COE Awardee Year-End Outcome Reports

- To capture COEs' progress in building coaching capacity and information on coaching provided to School or Consortium grant awardees, including:
 - 1) Number of COE staff progressing through the certification course for coaches and implementation of the COE's capacity building plan
 - 2) Number of LEAs and schools coached by the COE's designated coach
 - 3) If a Regional Lead Coach: number of COEs, LEAs, and schools supported in this role