

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 Mt. Diablo Unified School District, 1936 Carlotta Drive, Concord, California 94520, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT 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, District 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, DISTRICT 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 DISTRICT as an independent contractor to perform the
5 following described work and DISTRICT hereby agrees to perform said work upon the terms and
6 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein
7 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
9 Services, 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 DISTRICT under this
12 AGREEMENT for the period of June 1, 2018 through June 30, 2020 is Twenty-five thousand dollars
13 (\$25,000.00).

14 B. DISTRICT agrees to establish and maintain fiscal control and accounting procedures as
15 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.** Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant
22 funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT. No
23 monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used to
24 supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of Support
25 Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit

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

7 **5.0 PAYMENT AND INVOICING.**

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

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

22 C. DISTRICT's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up Multi-
23 Tiered System of Support Statewide (SUMS) Quarterly Budget and Expenditure Report", which is
24 attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT. DISTRICT
25

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

3. 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

DISTRICT shall submit the Quarterly Budget and Expenditure Report to:

Roberta Tovar
Email: rtovar@ocde.us
Telephone: (714) 966-4406

D. All DISTRICT 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 DISTRICT in excess of that of which DISTRICT is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by DISTRICT. In this regard, DISTRICT 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 DISTRICT fails to comply with any provision set forth in this AGREEMENT.

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

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

14 **6.0 REPORTS.**

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

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

23 C. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such
24 additional reports available, as required by SUPERINTENDENT, concerning DISTRICT's activities as they
25

1 affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and
2 allow DISTRICT thirty (30) calendar days to respond.

3 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

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

7 B. DISTRICT shall ensure appropriate financial records related to cost reporting,
8 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

15 **8.0 INDEPENDENT CONTRACTOR.**

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

19 B. DISTRICT warrants that it has all necessary licenses required to perform the services
20 required by the terms of this AGREEMENT.

21 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
22 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
23 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
24 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
25

1 he/she and all his/her employees shall not be considered officers, employees or agents of
2 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
3 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
4 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
5 full responsibility for payment of all federal, state and local taxes or contributions, including
6 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

7 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,
8 consultants, or subcontractors as they relate to the services to be provided during the course and
9 scope of their employment.

10 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
11 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
12 to be SUPERINTENDENT's employees.

13 **9.0 INDEMNIFICATION.**

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

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

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

7 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
8 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
9 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
10 materials covered by copyright.

11 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all
12 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or
13 video recordings, in accordance with all applicable state and federal codes and regulations relating to
14 privacy and confidentiality as they now exist or may hereafter be amended or changed. The
15 confidentiality requirements under this paragraph shall survive the termination or expiration of this
16 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

17 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with
18 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore
19 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity
20 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably
21 results in any relative benefit to any organization or professional practice with which he/she is
22 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance
23 of duties and obligations required by this AGREEMENT, when compared to the result such act has on
24 any other organization or professional practice.
25

1 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all
2 federal and state statutes and regulations regarding the employment of aliens and others and to
3 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
4 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall
5 obtain, from all employees, subcontractors and consultants performing work hereunder, all
6 verification and other documentation of employment eligibility status required by federal or state
7 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
8 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall
9 retain all such documentation for all covered employees, subcontractors and consultants for the
10 period prescribed by the law.

11 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either
12 in whole or in part, without the prior written consent of SUPERINTENDENT.

13 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and, State of California or any other of their
14 authorized representatives, shall have access to any books, documents, and records, including but not
15 limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that are
16 directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or
17 conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such
18 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
19 this AGREEMENT, and the premises in which they are provided.

20 **16.0 LICENSES AND LAW.**

21 A. DISTRICT shall, throughout the term of this AGREEMENT, maintain all necessary
22 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the
23 services hereunder and required by the laws and regulations of the United States, State of California,
24 and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately
25

1 and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits,
2 licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination
3 of this AGREEMENT.

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

6 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

7 1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar
8 days of the award of this AGREEMENT:

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

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

14 c. A certification or statement that DISTRICT has fully complied with all
15 applicable federal and state reporting requirements regarding its employees;

16 d. A certification or statement that DISTRICT has fully complied with all
17 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so
18 comply.

19 2. Failure of DISTRICT to timely submit the data and/or certifications/statements
20 required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state
21 employee reporting requirements for child support enforcement, or to comply with all lawfully served
22 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach
23 of this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from
24 SUPERINTENDENT shall constitute grounds for termination of this AGREEMENT.
25

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

4 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
5 nor permit any employee or agent to engage in discrimination in employment of person or provision
6 of services or assistance, nor exclude any person from participation in, nor deny any person the
7 benefits of, not subject any person to discrimination under any program or activity funded in whole or
8 in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on the grounds
9 of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status,
10 gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with Disabilities Act,
11 (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

12 **18.0 TERMINATION.**

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

16 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
17 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT
18 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default
19 advise DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from
20 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the
21 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of
22 services as of the date the notice of default is received or deemed received, whichever is earlier. In
23 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and
24 prosecute the same to completion by contract or otherwise. Also, in the event of termination for
25

1 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required
2 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that
3 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly
4 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or
5 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

6 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
7 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
8 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
9 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
10 termination of this AGREEMENT.

11 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
12 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
13 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
14 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
15 to the services performed under this AGREEMENT.

16 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
17 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
18 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
19 again constituting a violation of such term or condition.

20 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
21 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
22 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
23 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
24 may elect any of the following, if applicable:
25

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

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

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

8 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate
9 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
10 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the
11 services required by this AGREEMENT.

12 **23.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or
13 required by this AGREEMENT shall be addressed as follows:

14 SUPERINTENDENT: Orange County Superintendent of Schools
15 200 Kalmus Drive
16 P.O. Box 9050
17 Costa Mesa, California 92628-9050
18 Attn: Patricia McCaughey

19 DISTRICT: Mt. Diablo Unified School District
20 1936 Carlotta Drive
21 Concord, California 94520
22 Attn: _____

23 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to
24 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or
25 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,
ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will
nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any
way.

1 **25.0** ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and
2 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT
3 with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT
4 between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT,
5 whether written or verbal, shall be valid unless made in writing and formally executed and approved
6 by SUPERINTENDENT and DISTRICT.

7 **26.0** AUTHORIZED SIGNATURES. The individuals signing this AGREEMENT warrant that they are
8 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
9 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
10 shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
11 appropriate legal and equitable remedies against the breaching party.

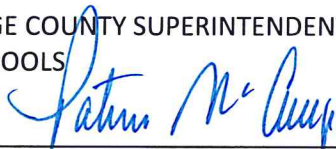
12 **27.0** GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the
13 laws of the State of California with venue in Orange County, California.

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

16 DISTRICT: MT. DIABLO UNIFIED SCHOOL
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: 
19 Authorized Signature

BY: 
Authorized Signature

20 PRINTED NAME: Wendis Aghily

PRINTED NAME: Patricia McCaughey

21 TITLE: Exec Dir. Spec. Ed.

TITLE: Administrator

22 DATE: 7-5-18

DATE: July 2, 2018

23 TIN: _____

24 Mt. Diablo Unified School District-LEA Agreement-Cohort3-SUMS Grant(46506) 2018-2020
25 ZIP9

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES

DISTRICT shall provide the following services:

1. Participation in Technical Assistance (TA) provided by Superintendent in partnership with the California Department of Education, Butte County Office of Education, the SWIFT Center and other County Offices of Education.
2. Implement an integrated multi-tiered system of standards-based instruction, interventions, mental health, and academic and behavioral supports aligned with accessible instruction and curriculum using the principles of universal design, such as UDL, established in the state curriculum frameworks and Local Control Accountability Plans (LCAPs), which are required to demonstrate how the services provided for low income pupils, foster youth, and English learners are increased or improved for these pupils (5 CCR 15496).
3. Provide strategies that support student success in the least restrictive environment and foster greater inclusion.
4. Leverage and coordinate multiple school and community resources.
5. Implement multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral support.
6. Incorporate the types of practices, services, and efforts listed in numbers 2-5 into LEAs' LCAPs.



COHORT 3

Scope and Sequence



MULTI-TIERED SYSTEM OF SUPPORT

SUMS MTSS Training Calendar				
	Training 1 (2 Consecutive Facilitated Days)	Training 2 (1 Facilitated Day/ 1 Working Day)	Training 3 (1 Facilitated Day/ 1 Working Day)	Training 4 (1 Facilitated Day/ 1 Working Day)
	Foundations of MTSS	Structuring Your MTSS	Engineering Your MTSS	Advancing Your MTSS
Cohort 1	Aug. - Sep. 2017	Oct. - Nov. 2017	Dec. - Jan. 2018	Jan. - Feb. 2018
Cohort 2	Jan. - Feb. 2018	Feb. - Mar. 2018	Mar. - Apr. 2018	Apr. - Jun. 2018
Cohort 3	Aug. - Sept. 2018	Oct. - Nov. 2018	Dec. - Jan. 2019	Jan. - Feb. 2019

*Expected training window. Final dates/locations will be confirmed by Region Lead.

Training 1 2 Consecutive Facilitated Days	Training 2 1 Facilitated Day/1 Working Day	Training 3 1 Facilitated Day/1 Working Day	Training 4 1 Facilitated Day/1 Working Day
<p>Foundations of MTSS</p> <p><i>Foundations of MTSS</i> is about understanding why and how MTSS is to be implemented and sustained throughout the State, Region, County, District and School.</p> <p>Transformation in Action (TiA)</p> <p>Practices: Design Transformation Teaming</p>	<p>Structuring Your MTSS</p> <p><i>Structuring Your MTSS</i> is about data-based conversations to identify priorities and steps needed to achieve sustainable transformation.</p> <p>Transformation in Action (TiA)</p> <p>Practices: Data Snapshot Priority Practice Teaming Resource Mapping</p>	<p>Engineering Your MTSS</p> <p><i>Engineering Your MTSS</i> is a review of tools to help schools and districts identify available resources, set clear rules for when to provide additional support, and deliver equitable resources and support when needed.</p> <p>Transformation in Action (TiA)</p> <p>Practices: Transformation Teaming</p>	<p>Advancing Your MTSS</p> <p><i>Advancing Your MTSS</i> is about ensuring attention to the coaching and facilitation that will continue to advance efforts and formatively assess progress to inform next steps.</p> <p>Transformation in Action (TiA)</p> <p>Practices: Coaching and Facilitation</p>

EXHIBIT "B"

Proposed Initiative Budget Summary
California Scale-Up MTSS Statewide (SUMS) Initiative

Lead LEA Name:	
Fiscal Agent Contact Name:	
CDS Code:	

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
2000-2999	Classified Salaries				\$0.00
3000-3999	Employee Benefits				\$0.00
4000-4999	Books and Supplies				\$0.00
5000-5999	Services and Other Operating Expenditures				\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00
	Indirect Costs (%) Cannot exceed current CA state limit				\$0.00
	TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT "C"



Scaling Up Multi-Tiered Systems of Support (SUMS)

Improving Systems of Academic and Behavioral Supports (ISABS)

QUARTERLY BUDGET AND EXPENDITURE REPORT

From the Office of
Edgar Montes
Date _____ Approved _____
Needs Revision _____

Return completed report form to:
SUMS_Fiscal@ocde.us

District _____ **Check Quarter for this report:**
 Quarter 1 & 2 Due January 31, (Year) _____
 Quarter 3 & 4 Due July 31, (Year) _____

Address _____
Address _____

CATEGORY	CURRENT YEAR APPROVED BUDGET	ACTUAL EXPENDITURES			
		QUARTER 1 & 2 July 1 - Dec 31, (Year)	QUARTER 3 & 4 Jan 1 - June 30, (Year)	Year-to Date Total Expenditures	Remaining Current Year Allocation
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 Quarter.

*** 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	Phone Number	Coordinator Signature	Date
		X	
Fiscal Services Name and Title	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

EXHIBIT "D"

Cohort 3 – Evaluation Outcomes

The SUMS program evaluation will include formative and summative elements to examine the delivery, quality, and impact of the SUMS Initiative.

Process Evaluation

Evidence of successful implementation will consist of documents and artifacts pertaining to each SUMS activity, service, and product; technical assistance logs; and evaluation surveys. Documents and artifacts may include: SUMS meeting agendas and minutes, training materials, website content, sub-grant application review sheets, and module completion data. *Quarterly technical assistance logs* will record the amount and types of technical assistance provided. *Feedback surveys of technical assistance* will gather sites' feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to determine the degree to which they perceive an increase in confidence or efficacy to a) implement the changes they envision for themselves, b) access the resources they need to make these changes, and c) build their capacity to transform and sustain.

Outcome Evaluation

SUMS intends to help Knowledge Development Sites (KDS), LEAs and charter schools do the following:

Proximal Outcomes (shorter-term)

1. Increased or improved services provided for low income pupils, foster youth, and English Learners (ELs)
2. Strategies that effectively support student success in the least restrictive environment and foster greater inclusion
3. Leveraged and coordinated multiple school and community resources
4. Implemented multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral supports
5. Outcomes 1-4 incorporated into LCAP
6. (for State Leadership Team only) Statewide use of academic and behavioral programs and practices using a MTSS framework

Evidence:

- *SWIFT – Fidelity Integrity Assessment (FIA)*
- *SWIFT – Fidelity Implementation Tool (FIT)*
- *LEA Self-Assessment (LEASA)*
- *District LCAP*
- *Outcome Reports*

Distal Outcomes (longer-term)

Decreases in: suspension and expulsion rates, discipline referrals, referrals to special education, chronic absenteeism, incidents of bullying or harassment, dropout rates, and Risk Factors (PBIS School Safety Survey)

Increases/Improvements in: numbers of educators and pupils served, pupil attendance, graduation rates, measures of student academic achievement, school climate, average instructional minutes, average instructional time in integrated settings for students with IEPs, students' social-emotional competence, and Protective Factors (PBIS School Safety Survey)

Evidence: Outcome Reports & public data



Cohort 3 – Evaluation Measures

Process Measures:

Technical Assistance Logs

- COEs will record the amount and types of technical assistance provided to site
- Reported quarterly (at minimum) by COE

Technical Assistance Feedback Survey

- Capture site feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to determine the degree to which they perceive an increase in confidence or efficacy to a) implement the changes they envision for themselves, b) access the resources they need to make these changes, and c) build their capacity to transform and sustain
- Conducted as an electronic/online survey
- Invitation to complete will be delivered via email and the survey will be accessible on My Digital Chalkboard
- Timeframe: post-only; following delivery of technical assistance

Outcome Measures:

SWIFT-Fidelity Integrity Assessment (FIA)

- To measure the site's fidelity of implementation
- Self-assessment conducted by the site, can be completed within 1 day
- Complete FIA (Fall) by October (on a day of site's choice) and complete FIA (Spring) by March (on a day of site's choice)

SWIFT-Fidelity Implementation Tool (FIT)

- Administered to a random sample of sites (TBD)
- To measure the site's fidelity of implementation
- Conducted annually by an external assessor designated by the Regional Lead, takes 1 full day to complete
- Establish a baseline by June 2019 and conduct follow-up assessment by June of each year after

LEA Self-Assessment (LEASA)

- Used by District Leadership teams to examine the current status of systemic practices that have been consistently demonstrated through research to be the components of effective district systems
- Facilitated self-assessment completed by the District Leadership Team (DLT) can be completed within 1 day
- Establish a baseline by June 2019 and conduct follow-up assessment by June 2020

District LCAP

- Supporting evidence that Proximal Outcomes 1-4 are incorporated into LEA's LCAP
- Submitted annually with the semi-annual Outcome Report as it becomes available



Cohort 3 – Evaluation Measures

Outcome Measures (continued):

Outcome Reports

- To capture qualitative information of District’s MTSS implementation policies and processes regarding Proximal Outcomes 1-5
- Districts that make progress in Proximal Outcomes 1-5 are expected to have positive student effects (Distal Outcomes) over time
- Submit information electronically/online for Mid-Year (Q1-Q2) by January and Year-End (Q1-Q4) by July
- Invitation to complete will be delivered via email and will be accessible on My Digital Chalkboard

*Required by CDE	LEA provides:	Source(s) other than LEA
1. Qualitative information regarding LEAs’ MTSS implementation policies and processes*	see RFA, Section II-Program Description, Part C-Outcomes 1-5	N/A
2. Number of educators and pupils served by the activities and resources*	N/A	SUMS Training Attendance & DataQuest/CDE
3. Suspension rate*	N/A	DataQuest/CDE
4. Expulsion rate*	N/A	DataQuest/CDE
5. Discipline referrals (not resulting in suspension or expulsion)*	For each participating school: <ul style="list-style-type: none"> • # referrals for FIGHTING or AGGRESSION • # referrals for THEFT • # referrals for CHEATING • # referrals for DISRUPTION or DEFIANCE • # referrals for ALL OTHER CATEGORIES 	N/A
6. Incidents of bullying or harassment (not resulting in suspension or expulsion)*	N/A	DataQuest/CDE
7. Pupil attendance*	N/A	DataQuest/CDE (ADA)
8. Chronic absenteeism*	N/A	DataQuest/CDE
9. Graduation rate*	N/A	DataQuest/CDE
10. Dropout rate*	N/A	DataQuest/CDE
11. Referrals to special education (SPED)*	For each participating school: <ul style="list-style-type: none"> • # students referred to SPED • # students qualified for SPED 	N/A
12. Measures of student academic achievement*	N/A	DataQuest/CDE
13. School climate	N/A	California Healthy Kids Survey LEA reports
14. Risk Factors/Protective Factors	N/A	California Healthy Kids Survey LEA reports
15. Students’ social-emotional competence	N/A	California Healthy Kids Survey LEA reports



Cohort 3 – Evaluation Data Collection Timeline

Table 1. Annual Evaluation Data Collection Timeline for Cohort 3 (2018-2019 and 2019-2020)

Who	Measure	Q1			Q2			Q3			Q4					
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July		
COE	TA Log				For Q1			For Q2					For Q3			For Q4
Site	TA Feedback	Following delivery of technical assistance														
Site	SWIFT-FIA			FIA (Fall)						FIA (Spring)						
Site	SWIFT-FIT														FIT	
DLT or STT	Outcome Reports							For Q1-Q2								For Q1-Q4
DLT or STT	LEASA														LEASA	
DLT or STT	Copy of LCAP							Provide if available								If not provided previously

Table 2. Cohort 3 Data Collection 3-Year Timeline (expanded)

Who	2017-2018	2018-2019	2019-2020
Each Site	N/A	<ul style="list-style-type: none"> ○ Technical Assistance Feedback (on-going, following delivery of technical assistance) ○ SWIFT FIA (Fall) by October 2018 ○ SWIFT FIA (Spring) by March 2019 ○ SWIFT FIT (if previously randomly selected; by June 2019) 	<ul style="list-style-type: none"> ○ Technical Assistance Feedback (on-going, following delivery of technical assistance) ○ SWIFT FIA (Fall) by October 2019 ○ SWIFT FIA (Spring) by March 2020 ○ SWIFT FIT (if previously randomly selected; by June 2020)
DLT or STT	N/A	<ul style="list-style-type: none"> ○ LEA Self-Assessment by June 2019 ○ Mid-Year Outcome Report by January 31, 2019 ○ Year-End Outcome Report by July 31, 2019 	<ul style="list-style-type: none"> ○ LEA Self-Assessment by June 2020 ○ Mid-Year Outcome Report by January 31, 2020 ○ Year-End Outcome Report by July 31, 2020

