

AGENDA

IRVINE CHILD CARE PROJECT REGULAR MEETING

June 10, 2019 8:30 AM

Irvine Civic Center Meeting Room L-102 One Civic Center Plaza Irvine, California

Speaker's Form/Request to Speak - If you would like to address the Board on a scheduled agenda item, please complete the <u>Request to Speak Form</u>. Speaker's Forms are located on the table at the entrance to the Conference Room. Please identify on the card your name, address and the item on which you would like to speak and return to the Recording Secretary. The <u>Request to Speak Form</u> assists the Chair in ensuring that all persons wishing to address the Board are recognized. Your name will be called at the time the matter is heard by the Board.

CALL TO ORDER

ROLL CALL BOARD MEMBER: BOARD MEMBER: CLERK: VICE PRESIDENT: PRESIDENT: RUTH ANDERSON ANTHONY KUO IRA GLASKY DARIN LOUGHREY ALAN BATTENFIELD

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

ANNOUNCEMENTS

PRESENTATIONS

ADDITIONS AND DELETIONS TO THE AGENDA

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

PUBLIC COMMENTS

Any member of the public may address the Board on items within the Board's subject matter jurisdiction, but which are not listed on the Agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. PUBLIC COMMENTS are scheduled for 30 minutes and are limited to 3 minutes per person.

CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the Board request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. Public comments on any item or items on the consent calendar are limited to three minutes per speaker. If you wish to speak to a particular item or items, please complete a Speakers Form and submit to Recording Secretary.

1. APPROVAL OF IRVINE CHILD CARE PROJECT (ICCP) MINUTES

ACTION: Approve minutes of the Irvine Child Care Project regular meeting of May 13, 2019.

2. WARRANT REQUEST - CHILD DEVELOPMENT CENTERS, INC.

RECOMMENDED ACTION: Approve payment of \$60,070.78 to Child Development Centers, Inc. for child care development services for April 1-30, 2019.

3. WARRANT REQUESTS - IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

RECOMMENDED ACTION: Approve payments for warrants totaling the amount of \$10,309.50 for ICF Scholarships during the month of April 2019.

- \$7,908.00 to Rainbow Rising
- \$1,155.00 to Kids Stuff
- \$1,146.50 to Child Development Centers, Inc.
- \$ 0.00 to Creekers Club
- \$ 100.00 to Dolphin Club

4. WARRANT REQUEST – CITY OF IRVINE

RECOMMENDED ACTION: Approve payment of \$21,552.65 to the City of Irvine for Program Administration, Grant Administration, and Supplies for the month of April 2019.

- \$20,427.65 for Program Administration
- \$ 1,125.00 for Grant Administration
- \$ 0.00 for Supplies

5. WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION: Approve payment of \$61,236.51 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2019.

- \$36,459.34 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,250.00 for Facilities & Financial Support

6. ICCP EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION: Review and accept attached invoices in the total amount of \$179,758.49 paid by IUSD on behalf of ICCP.

7. <u>DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND</u> (ICF)

RECOMMENDED ACTION: Authorize the deposit of funds from ICF into the appropriate account as follows:

•	\$19,184.95		01-005-712-00-8699
٠	\$	0.00	01-005-712-00-8689

8. DEPOSIT OF STATE GRANT APPORTIONMENT

RECOMMENDED ACTION: Authorize the deposit of grant funds from the State Department of Education into the appropriate account as follows:

٠	\$23,736.00	01-005-50100-8290
٠	\$10,912.00	01-005-50100-8290
0	\$62,145.00	01-005-50100-8590

9. RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS

RECOMMENDED ACTION: Authorize Board President Alan Battenfield to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2019 through June 30, 2020.

10. RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT CADENCE PARK K-8 SCHOOL CAMPUS

RECOMMENDED ACTION: Authorize Board President Alan Battenfield to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus.

BOARD BUSINESS

1. IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FY 2019-20

RECOMMENDED ACTION: Approve ICCP Budget for FY 2019-20.

2. IRVINE CHILD CARE PROJECT (ICCP) PROPOSED GOALS FOR FY 2019-20

RECOMMENDED ACTION: Approve ICCP Proposed Goals for FY 2019-20.

3. <u>IRVINE CHILD CARE PROJECT (ICCP) FY 2018-19 GENERAL CHILD CARE</u> <u>AND DEVELOPMENT (CCTR) SCHOOL AGE GRANT PROGRAM SELF-</u> <u>EVALUATION</u>

RECOMMENDED ACTION: Submitted for the Board's information.

REPORTS

- 1. FACILITIES AND BUDGET REPORT JOHN FOGARTY
- 2. ICCP ADMINISTRATOR'S REPORT TRACI STUBBLER

ADJOURNMENT

The next Regular Irvine Child Care Project Board Meeting will convene on **Monday**, **September 9, 2019**, at 8:30 AM, Irvine Civic Center, One Civic Center Plaza, Room L102, Irvine, California.

NOTICE TO THE PUBLIC

At 11:00 a.m., the Irvine Child Care Project will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 noon and will continue all other items on which additional time is required until a future Committee meeting. All meetings are scheduled to terminate at 12:00 noon.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Irvine Child Care Project liaison and are available for public inspection and copying once the agenda is publicly posted, (at least 72 hours prior to a regular Irvine Child Care Project meeting).

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Irvine Child Care Project liaison at (949) 724-6690.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Irvine Child Care Project regarding any item on this agenda after the posting of the agenda will be available for public review in the Community Services Department, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS

Written Materials/handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Irvine Child Care Project Board. Please provide 15 copies of the information to be submitted and file with the Recording Secretary at the time of arrival to the meeting. This information will be disseminated to the Irvine Child Care Project at the time testimony is given.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

AMERICANS WITH DISABILITIES ACT: It is the intention of the City of Irvine to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact Irvine Child Care Project liaison at 949-724-6690 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at the time if you will need accommodations to attend or participate in meetings on a regular basis.

COMMUNICATION DEVICES

To minimize distractions, please be sure all personal communication devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the Irvine Child Care Project are held on the second Monday of each month at 8:30 a.m. unless otherwise noted. The Irvine Child Care Project Agenda is posted in the Police Department. Meeting agendas and approved minutes are kept current on the City web site at *cityofirvine.org*.

I hereby certify that the agenda for the Irvine Child Care Project meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby, One Civic Center Plaza, Irvine, California on _______3, 2019 by __5 30 p.m. as well as on the City's web page.

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Board Recording Secretary

CONSENT

MINUTES ITEM 1



MINUTES

IRVINE CHILD CARE PROJECT REGULAR MEETING

May 13, 2019

Irvine Civic Center Meeting Room L-102 One Civic Center Plaza Irvine, California

CALL TO ORDER

A regular meeting of the Irvine Child Care Project was called to order on Monday, May 13, 2019 at 8:34 a.m. by President Battenfield.

ROLL CALL

Present: 5

Board Member: Board Member: Clerk: Vice President: President:

Ruth Anderson Anthony Kuo Ira Glasky Darin Loughrey Alan Battenfield

PLEDGE OF ALLEGIANCE

President Battenfield led the Pledge of Allegiance.

INTRODUCTIONS

There were no introductions.

ANNOUNCEMENTS

There were no announcements.

PRESENTATIONS

There were no presentations.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda,

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

ACTION: Moved by Board Member Anderson, seconded by Vice President Loughrey, and unanimously carried to approve ICCP Consent Calendar Item Nos. 1 through 12.

1. APPROVAL OF IRVINE CHILD CARE PROJECT (ICCP) MINUTES

ACTION: Approved minutes of the Irvine Child Care Project regular meeting of March 11, 2019.

2. WARRANT REQUEST – CHILD DEVELOPMENT CENTERS, INC.

ACTION: Approved payment of \$52,822.41 to Child Development Centers, Inc. for child care development services for March 1-31, 2019.

3. WARRANT REQUESTS – IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

ACTION: Approved payments for warrants totaling the amount of \$9,978.50 for ICF Scholarships during the month of March 2019.

- \$7,879.50 to Rainbow Rising
- \$1,047.50 to Kids Stuff
- \$1,051.50 to Child Development Centers, Inc.
- \$ 0.00 to Creekers Club
- \$ 0.00 to Dolphin Club

4. WARRANT REQUEST – ICCP SCHOLARSHIPS

ACTION: Approved payments for warrants totaling the amount of \$85.00 for ICCP Scholarships during the month of March 2019.

- \$ 85.00 to Rainbow Rising
- \$ 0.00 to Child Development Centers, Inc.
- \$ 0.00 to Dolphin Club
- \$ 0.00 to Creekers Club
- \$ 0.00 to Kids Stuff

5. WARRANT REQUEST – CITY OF IRVINE

ACTION: Approved payment of \$22,919.89 to the City of Irvine for Program Administration, Grant Administration, and Supplies for the month of March 2019.

• \$21,794.89 for Program Administration

- \$ 1,125.00 for Grant Administration
- \$ 0.00 for Supplies

6. WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

ACTION: Approved payment of \$61,236.51 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of March 2019.

- \$36,459.34 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,250.00 for Facilities & Financial Support

7. <u>WARRANT REQUEST – IUSD WORK ORDER, TECHNOLOGY, AND REHAB</u> AND REPAIR CHARGE BACKS

ACTION: Approved payment of \$22,221.23 for ICCP Work Order charge backs for July 2018 through March 2019.

- \$22,221.23 for Work Order charge backs
- 8. ICCP PAYMENTS FOR APRIL 2019

ACTION: Reviewed and approved April 2019 payments attached.

9. ICCP EXPENSES PAID BY IUSD

ACTION: Reviewed and accepted attached invoices in the total amount of \$81,642.00 paid by IUSD on behalf of ICCP.

10. DEPOSIT OF STATE GRANT APPORTIONMENT

ACTION: Authorized the deposit of grant funds from the State Department of Education into the appropriate account as follows:

0	\$18,010.00	01-005-50100-8290
٠	\$ 8,279.00	01-005-50100-8290
_	¢47 156 00	01 005 50100 9500

• \$47,156.00 01-005-50100-8590

11. DEPOSIT OF SCHOLARSHIP FUNDS FROM ICF

ACTION: Authorized the deposit of funds from ICF into the appropriate account as follows:

•	\$21,000.25		01-005-712-00-8699
•	\$	0.00	01-005-712-00-8689

12. PROGRAM ASSESSMENT REVIEW COMMITTEE (PARC) VISITS

ACTION: PARC recommended the Board approve lease renewal for the following programs: Beacon Park Rainbow Rising, Canyon View Child Development Center, College Park Rainbow Rising, Culverdale Rainbow Rising, Eastwood Rainbow Rising, Northwood Rainbow Rising, Oak Creek Child Development Center, Plaza Vista Child Development Center, Santiago Hills Kids Stuff, Springbrook Child Development Center, Stone Creek Creekers Club, University Park Child Development Center, and Woodbury Child Development Center.

BOARD BUSINESS

1. PROVIDER SELECTION FOR LOMA RIDGE ELEMENTARY SCHOOL

Supervisor Stubbler presented the staff report and responded to Board inquiries.

Discussion included the number of sites operated by Rainbow Rising and the overall quality of the three agencies that applied, Rainbow Rising, Child Development Centers, and the Young Men's Christian Association.

ACTION: Moved by Vice President Loughrey, seconded by Board Member Anderson, and carried unanimously by members present to approve Rainbow Rising as ICCP child care provider for Loma Ridge Elementary School effective August 22, 2019.

2. <u>ICCP PROPOSED BUDGET FOR FY 2019-20 WITH MULTI-YEAR BUDGET</u> <u>PROJECTIONS</u>

IUSD Superintendent John Fogarty presented the item and responded to Board inquiries, and announced that this item will return to the Board in June for formal approval.

Discussion included: The 3%, 2%, 1%, 0%, rental rate increase options and the impact of each choice on future ICCP budgets and facility needs.

ACTION: Submitted for Board's review and discussion.

3. DETERMINATION OF FY 2019-20 CHILD CARE PROVIDER RENTAL RATE

IUSD Superintendent John Fogarty presented the item and responded to Board inquiries.

ACTION: Moved by Board Member Glasky, seconded by Board Member Anderson, and carried unanimously by members present to approve the current rental rate with no change for FY 2019-20.

4. ICCP PARC COMPLETED PRINCIPAL QUESTIONNAIRES

Supervisor Stubbler presented the item and responded to board inquiries.

Discussion included majority of the responses provided positive feedback, and the responses were of great value to the board.

ACTION: Submitted for the Board's information.

5. ICCP PROPOSED GOALS FOR FY 2019-20

Supervisor Stubbler presented the item and responded to board inquiries. Supervisor Stubbler announced this item will return to the Board in June for adoption.

ACTION: Submitted for Board discussion and direction.

REPORTS

1. FACILITIES AND BUDGET REPORT – JOHN FOGARTY

Report included in packet was reviewed and indicates budget on track.

2. ICCP ADMINISTRATOR'S REPORT – TRACI STUBBLER

Report included in packet was reviewed.

ADJOURNMENT

Moved by Vice President Loughrey, seconded by Clerk Glasky, and unanimously carried by those members present, to adjourn the meeting at 9:18 a.m.

Alan Battenfield, President Irvine Child Care Project

Date

Shane Dineen Recording Secretary

ITEM 2

TOPIC:

WARRANT REQUEST – CHILD DEVELOPMENT CENTERS, INC.

DESCRIPTION:

Child Development Centers, Inc. has submitted an invoice in the amount of \$60,070.78 for child care development services for the month of April 2019. This provider served a total of 104 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of \$60,070.78 are submitted for the Board's review and approval.

RECOMMENDATION:

Approve payment of \$60,070.78 to Child Development Centers, Inc. for child care development services for April 1-30, 2019.

ICCP/Stubbler Board Agenda June 10, 2019

DATE: June 10, 2019

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
CHILD DEVELOPMENT CENTERS	00550159-5810	\$60,070.78
	TOTAL	\$60,070.78
EXPENDITURE CLASSIFICATION S	UMMARY	
00550159-5810 \$60,070.78	8	122
On motion of		seconded by

_____, at a regular meeting of the Irvine Child Care Project Board on this <u>10th day of June, 2019</u> BE IT RESOLVED that the above warrant for reimbursement to Child Development Centers, Inc. for Child Development services from State grant funds for April 2019 was approved for payment from the General Child Care fund of the Irvine Child Care Project.

Ira Glasky, Clerk, Irvine Child Care Project

ATTENDANCE SUMMARY CERTIFIED CHILDREN

STATE GRANT

April 2019 (22 days of service)

CHILD DEVELOPMENT CENTERS:

Stonegate	3 children served 15 child days of enrollment
Oak Creek	11 children served 237 child days of enrollment
Vista Verde	0 children served 0 child days of enrollment
Plaza Vista	23 children served 450 child days of enrollment
Canyon View	4 children served 83 child days of enrollment
Turtle Rock	17 children served 292 child days of enrollment
Springbrook	15 children served 220 child days of enrollment
Deerfield	12 children served 243 child days of enrollment
University Park	19 children served 345 child days of enrollment
TOTALS:	104 children served
	1,885 child days of enrollment
YEAR-TO-	135 children served
DATE:	14,751 child days of enrollment
	-



INVOICE NUMBER 5040-APR19

Child Development Centers

350 Woodview Ave, Suite 100 Morgan Hill, CA. 95037 (408)556-7300

DATE: May 8, 2019

SOLD TO: Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Attention: Traci Stubbler / Barbara Belfield

DESCRIPTION		42,5			PRICE	AMOUNT
General child development services provide						
April 1, 2019 through Ap	ril 30, 2019	2				
Fiscal Year 2018-2019 Contract Type:	CCTR-8158					
Service fees of	\$47.98			P	\$66,027.20 \$4,755.00	
Contract earnings to District					\$61,272.20	
Contract earnings to District					ψ01,272.20	
Adjustment for District Indirect Cost	\$61,272.20	÷	1.02	n	\$1,201.42	
Balance due to Child Development	Centers					\$60,070.78
6	18					
Billing Summary:						
Cumulative Prior Period Amount Billed	\$413,967.68					
Current Period Billing	\$60,070.78					
Cumulative Fiscal Year Amount Billed	\$474,038.46	•				
Contract Maximum Billable	\$651,564.71					3
Available remaining balance	\$177,526.25					

ITEM 3

TOPIC: WARRANT REQUESTS – IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

DESCRIPTION:

Warrant requests in the amount of \$10,309.50 are submitted for the Board's review and approval for ICF Scholarships during the month of April 2019. The warrants to be issued are as follows:

The amounts of: \$ 7,908.00 to Rainbow Rising \$ 1,155.00 to Kids Stuff

- \$ 1,146.50 to Child Development Centers, Inc.
 - 0.00 to Creekers Club
- \$ 100.00 to Dolphin Club

\$

A site-by-site breakdown follows.

RECOMMENDATIONS:

Approve payments for warrants totaling the amount of \$10,309.50 for ICF Scholarships during the month of April 2019.

ICCP/Stubbler Board Agenda June 10, 2019

IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM

DATE: June 10, 2019

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
Rainbow Rising	00571259-5817	\$ 7,908.00
Kids Stuff	00571259-5817	\$ 1,155.00
Child Development Centers, Inc.	00571259-5817	\$ 1,146.50
Creekers Club	00571259-5817	\$ 0.00
Dolphin Club	00571259-5817	\$ 100.00

TOTAL

\$ 10,309.50

EXPENDITURE CLASSIFICATION SUMMARY

00571259-5817 \$ 10,309.50

On motion of	, seconded by		
	, at a regular meeting of the Irvine Child		

Care Project Board on this <u>10th day of June 2019</u>, BE IT RESOLVED that the above warrants were approved for payment from the Irvine Child Care Project Fund.

Ira Glasky, Clerk, Irvine Child Care Project

ATTENDANCE SUMMARY IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM April 2019

Alderwood	1 child served	Northwood	7 children served
Beacon Park	2 children served	Oak Creek	1 child served
Bonita Canyon	0 children served	Plaza Vista	0 children served
Brywood	3 children served	Portola Springs	0 children served
Cadence Park	1 child served	Santiago Hills	0 children served
Canyon View	0 children served	Springbrook	0 children served
College Park	2 children served	Stone Creek	0 children served
Culverdale	6 children served	Stonegate	0 children served
Cypress Village	1 child served	Turtle Rock	1 child served
Deerfield	0 children served	University Park	1 child served
Eastshore	1 child served	Vista Verde	0 children served
Eastwood	1 child served	Westpark	0 children served
Greentree	2 children served	Woodbury	0 children served
Meadow Park	4 children served		

Number of Children Served This Month: 34 Number of Child Days of Enrollment This Month: 596 Number of Sites Served This Month: 15 Funds Awarded This Month: \$10,309.50 Number of Children Served Year-to-Date: 46 Number of Child Days of Enrollment This Year: 5,328 Number of Sites Served Year-to-Date: 18 Funds Awarded Year-to-Date: \$100,206.60 Number of Children Added to Program This Month: 1 Number of Children Removed From Program This Month: 0 Number of Children On Waiting List: 0

April 2019

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Alderwood** School, Irvine, for **April 2019**, reimbursement in the amount of **\$282.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Beacon Park** School, Irvine, for **April 2019**, reimbursement in the amount of **\$530.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Cadence Park** School, Irvine, for **April 2019**, reimbursement in the amount of **\$282.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **College Park** School, Irvine, for **April 2019**, reimbursement in the amount of **\$503.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Culverdale** School, Irvine, for **April 2019**, reimbursement in the amount of **\$1,968.00**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Cypress Village** School, Irvine, for **April 2019**, reimbursement in the amount of **\$267.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Eastwood** School, Irvine, for **April 2019**, reimbursement in the amount of **\$350.00**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Greentree** School, Irvine, for **April 2019**, reimbursement in the amount of **\$565.00**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Meadow Park** School, Irvine, for **April 2019**, reimbursement in the amount of **\$1,155.50**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Northwood** School, Irvine, for **April 2019**, reimbursement in the amount of **\$2,003.00**.

Total amount due to Rainbow Rising is \$7,908.00.

April 2019

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to students in the **Kids Stuff** program operating at **Brywood** School, Irvine, for **April 2019**, reimbursement in the amount of **\$1,155.00**.

Total amount due to Kids Stuff is \$1,155.00.

April 2019

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to students in the **Child Development Corporation** program operating at **Oak Creek** School, Irvine, for **April 2019**, reimbursement in the amount of **\$389.00**.

Long Term scholarships awarded to students in the **Child Development Corporation** program operating at **Turtle Rock** School, Irvine, for **April 2019**, reimbursement in the amount of **\$409.00**.

Long Term scholarships awarded to students in the **Child Development Corporation** program operating at **University Park** School, Irvine, for **April 2019**, reimbursement in the amount of **\$348.50**.

Total amount due to Child Development Corporation is \$1,146.50.

April 2019

4

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to students in the **Dolphin Club** program operating at **Eastshore** School, Irvine, for **April 2019**, reimbursement in the amount of **\$100.00**.

Total amount due to Dolphin Club is \$100.00.

ITEM 4

TOPIC: WARRANT REQUEST – CITY OF IRVINE

DESCRIPTION: The City of Irvine has submitted an invoice for the Board's review and approval for Program Administration, Grant Administration and Supplies for the month of April 2019 in the total amount of \$21,552.65.

The specific breakdown is as follows:

- \$ 20,427.65 for Program Administration
- \$ 1,125.00 for Grant Administration
- \$ 0.00 for Supplies

RECOMMENDATION: Approve payment of \$21,552.65 to the City of Irvine for Program Administration, Grant Administration and Supplies for the month of April 2019.

ICCP/Stubbler Board Agenda June 10, 2019

DATE: June 10, 2019

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
CITY OF IRVINE CITY OF IRVINE CITY OF IRVINE CITY OF IRVINE	005710-59-5864 005501-59-5810 005710-59-5811 005710-59-4305	\$ 21,794.89 \$ 1,125.00 \$ \$
	TOTAL	\$ 21,552.65

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$ 21,794.89
005501-59-5810	\$ 1,125.00
005710-59-5811	\$
005710-59-4305	\$

Total \$21,552.65

On motion of, seconded	by
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_____, at a regular meeting of the

Irvine Child Care Project Board on this <u>10th day of June 2019</u>, BE IT RESOLVED that the above warrant was approved for payment from the Irvine Child Care Project Fund.

Ira Glasky, Clerk, Irvine Child Care Proj	ect
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City of Irvine FINANCE DEPARTMENT P.O. BOX 19575 IRVINE, CA 92623-9575 949-724-6049

IRVINE CHILD CARE PROJECT 5050 BARRANCA PKWY IRVINE, CA 92604-4652 CUSTOMER NO. C4604

INVOICE NO. 199125

INVOICE DATE 05/20/2019

Terms: Please remit payment within 30 days to avoid 10% late fee and penalties.

Past due accounts may be referred to a collection agency.

Original Amount

\$21,552.65

APRIL 2019 STAFFING: ADMINISTRATION = \$19,509.46 STAFFING: GRANT ADMINISTRATION = \$1,125.00 SUPPLIES = \$218.19 DUPLICATING = \$200.00 CONTRACT SERVICES PAID ON PCARD = \$0 CONTRACT SERVICES = \$500.00 LOCAL TRAVEL = \$0

TOTAL \$21,552.65

Total Due:

\$21,552.65

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Please make checks payable to:

City of Irvine FINANCE DEPARTMENT P.O. BOX 19575 IRVINE, CA 92623-9575
 Customer Number:
 C4604

 Invoice Number:
 199125

 Invoice Date:
 05/20/2019

 Total Amount Due:
 \$21,552.65

Total Payment: \$

We accept all major credit cards. To make a payment by credit card, please call 949-724-6011.

ITEM 5

DISTRICT (IUSD)

TOPIC:

DESCRIPTION:

IUSD has submitted an invoice for the Board's review and approval in the amount of \$61,236.51 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2019.

WARRANT REQUEST- IRVINE UNIFIED SCHOOL

The specific breakdown is as follows:

- \$36,459.34 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,250.00 for Facilities & Financial Support

RECOMMENDATION:

Approve payment of \$61,236.51 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2019.

ICCP/Stubbler Board Agenda June 10, 2019

DATE: June 10, 2019

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	00571059-5862	\$36,459.34
IUSD	00571081-7439	\$ 675.00
IUSD	00571059-7439	\$10,589.42
IUSD	00571081-5500	\$ 7,262.75
IUSD	00571059-5861	\$ 6,250.00

TOTAL \$61,236.51 IUSD

EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$36,459.34
00571081-7439	\$ 675.00
00571059-7439	\$10,589.42
00571081-5500	\$ 7,262.75
00571059-5861	\$ 6,250.00

TOTAL \$61,236.51

On motion of	, seconded by
	_, at a regular meeting of the
Irvine Child Care Project Board on this 10th day c	of June 2019, BE IT RESOLVED
that the above warrants were approved for payme	ent from the Irvine Child Care
Project Fund.	



Irvine Unified School District

5050 Barranca Parkway Irvine, CA 92604-4698 Phone: (949) 936-5000

IRVINE CHILD CARE PROJECT (ICCP) 5050 BARRANCA PARKWAY IRVINE, CA 92604

ACCT ID:	V7501158
INVOICE NUMBER:	75MI0107
DIVISION:	75GN
TERM:	1819
INVOICE DATE:	04/01/19
DUE DATE:	04/30/19
AMOUNT DUE	\$61,236.51

Page # 1

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	36459.34		0100505400 8699	APRIL 2019-CUSTODIAL SERVICES	36,459.34
2	1	675.00		010000000 8699		675.00
2	1	675.00		010000000 0033	(5 YEAR AMORTIZATION)	010100
3	1	10589.42		010000000 8953		10,589.42
3	1	10303.42		010000000 0333	PORTABLE CLASSROOM TO ICCP	
4	1	7,262.75		010000000 8650	APRIL 2019-UTILITIES	7,262.75
5	1	6,250.00		010000000 8699	APRIL 2019-FACILITIES &	6,250.00
5	I	6,230.00		010000000 8035	FINANCIAL SUPPORT	0,200.00
					FINANCIAL SUPPORT	
					Тах	
		1				
					INVOICE TOTAL	\$61,236.51

Please remit a copy with payment-thank you

Remit to: Irvine Unified School District 5050 Barranca Parkway Irvine, CA 92604-4698

V7501158
IRVINE CHILD CARE PROJECT (ICC
75MI0107
75GN
1819
04/30/19
\$61,236.51
\$

ITEM 6

TOPIC:	IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)
DESCRIPTION:	The following invoices, in the total amount of \$179,758.49, have been paid by IUSD on behalf of ICCP:
	 \$57,318.05 to Orange County Medical Sales to purchase an AED unit for each ICCP child care site.
	 \$1,429.83 to School Health Company to purchase AED signs and inspection tags for each ICCP child care site.
	 \$609.49 to Spectrum Specialties and Awards to purchase yellow lanyards.
	 \$12,259.56 to Floor Tech America for installation of new flooring at Brywood.
	 \$36,457.00 to Commercial Roofing Systems Inc. for roof replacement at Meadow Park.
	 \$12,259.56 to Floor Tech America for installation of new flooring at Meadow Park.
	 \$59,425.00 to the California Department of Education to repay an overpayment of the FY 2016-17 Child Development apportionments.
RECOMMENDATION:	Review and accept attached invoice in the total amount of \$179,758.49 paid by IUSD on behalf of ICCP.

ICCP/Stubbler/Fogarty Board Agenda June 10, 2019

INVOICE DATE		IMBED	PURCHASE ORDER NUM	BER	AMOUNT
04/29/19	INVOICE / REF NU 9612		M41R0017		57,318.05
)4/29/19	9012				
			· · ·		
		1			
			TOTAL AMOUNT O	F INVOICES	57,318.05
49-651-04	92604-4698 44				
Sub Fund 0101		ORANGE COUNTY SUPERIN IRVINE CHILD		Date: 05	003507 /10/19 00058619
0101 Pay FIFTY			CARE PROJECT	Date: 05 Acct#: 96	003507 /10/19
0101 Pay FIFTY	SEVEN Thousand Cents	IRVINE CHILD	CARE PROJECT	Date: 05 Acct#: 96 .rs and	412 412 /10/19 00058619
0101 Pay FIFTY	Cents	IRVINE CHILD	CARE PROJECT EIGHTEEN Dolla	Date: 05 Acct#: 96 .rs and	003507 /10/19
0101 Pay FIFTY	Cents To The ORAL Order OCM	IRVINE CHILD (I THREE Hundred NGE COUNTY MEDIC S VIA CANDELARIA	CARE PROJECT EIGHTEEN Dolla CAL SALES	Date: 05 Acct#: 96 .rs and	003507 /10/19 00058619
0101 Pay FIFTY	Cents To The ORAL Order OCM	IRVINE CHILD	CARE PROJECT EIGHTEEN Dolla CAL SALES	Date: 05 Acct#: 96 .rs and	003507 /10/19 00058619
0101 Pay FIFTY	Cents To The ORAL Order OCM	IRVINE CHILD (I THREE Hundred NGE COUNTY MEDIC S VIA CANDELARIA	CARE PROJECT EIGHTEEN Dolla CAL SALES	Date: 05 Acct#: 96 .rs and	003507 /10/19 00058619
0101 Pay FIFTY	Cents To The ORAL Order OCM	IRVINE CHILD	CARE PROJECT EIGHTEEN Dolla CAL SALES 92679	Date: 05 Acct#: 96 .rs and	003507 /10/19 00058619
0101 Pay FIFTY	Cents To The ORAL Order OCM	IRVINE CHILD (THREE Hundred NGE COUNTY MEDIC S VIA CANDELARIA BUCO CANYON, CA	CARE PROJECT EIGHTEEN Dolla CAL SALES 92679	Date: 05 Acct#: 96 .rs and	003507 /10/19 00058619

	DATE ISSUED : 05/14/19		OOL HEALTH CO VE		
		JER	PURCHASE ORDER NU M41R0018		AMOUNT
04/23/19	3588308-00		MAIRUUIC		1,42,00
			TOTAL AMOUNT	OF INVOLCES	1,429.8
PAID BY:			SUMMARY		
RVINE CHI	LD CARE PROJECT		0100571059	4305 1,	429.83
050 BARRA	NCA PARKWAY 92604-4698				
49-651-04	44				
			1		
					56-38
			PERINTENDENT OF SCHOOLS	No.	41003509
Sub Fund		TRATING CHT.		Date:	05/14/19
0101				Acct#:	9600058619
				_	
	Thousand FOUR Hu	ndred TWENTY	NINE Dollars and	nd EIGHTY	
THRE	E Cents				
	aou	OOL HEALTH CO	`	Ş*	*****1,429.83
	Order 6764	LEAGLE AVE			
	of CHIC	CAGO, IL 6067	78-1067		
			•		
		VOID UNLESS PRE	SENTED WITHIN 6 MONTHS		
		WELLS F 115 HO	ARGO BANK, N.A. DSPITAL DRIVE		
	NEGOTIABLE NO	WELLS F 115 HO	ARGO BANK, N.A.	E NOT NEG	

LEDGER: 41	DATE ISSUED :	05/14	/19	VENDOR NAME	: SPEC	CTRUM	SPEC	CIALT	VENDOF	R:V41	00106	CHECK :	41003	510
INVOICE DATE		INVOICE / F	REF NUMBE	R			PURCHA	ASE ORDER	NUMBER	}			AMOL	
01/23/19	28904						M	41R00(02				60	09.49
						тОт	AL AI	MOUNT	OF	INVO	DICES		60)9.49
PAID BY: IRVINE CH 5050 BARR IRVINE, C 949-651-C	ANCA PAR A 92604					SI	IMMARY	71059				609.49)	
Sub Fund 0101				ORANGE CC IRVINE							Date:	41003 05/14 96000	/19	56-382 412
Pay SIX	Hundred	To The Order	SPECI 26239	ars and FRUM SP 9 ENTER FOREST	ECIAL PRISE	TIES COUR	AND J		s		\$*	****	***60	9.49
				VOID	WELLS FA	ENTED WITHIN RGO BANK, N.A SPITAL DRIVE T, OH. 45891	6 MONTHS							
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INVOICE DATE INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
5/07/19 12182	M41R0009	12,259.5
	TOTAL AMOUNT OF INV	OICES 12,259.5
PAID BY: RVINE CHILD CARE PROJECT	summary 0100571085 6210	12,259.56
050 BARRANCA PARKWAY RVINE, CA 92604-4698		
49-651-0444		
	PERINTENDENT OF SCHOOLS	56-3 412
Sub Fund	LD CARE PROJECT	No. 41003508 Date: 05/14/19
0101		Acct#: 9600058619
Pay TWELVE Thousand TWO Hundred FIFT SIX Cents	Y NINE DOLLAIS AND FL	
waar vvrvv		\$*****12,259.5
		φ ±Δ/Δυστο
To The FLOOR TECH AMER	ICA INC	
To The FLOOR TECH AMER Order 125 MERCURY CIRC of POMONA, CA 9176	CLE	
Order 125 MERCURY CIRC	CLE	

VOID UNLESS PRESENTED WITHIN 6 MONTHS WELLS FARGO BANK, N.A. 115 HOSPITAL DRIVE VAN WERT, ON. 45891

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INVOICE DATE			снеск: 41003518
04/26/19	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER M41R0010	AMOUNT 36,457.0
PAID BY:		TOTAL AMOUNT OF INVOICES	36,457.0
050 BARRAN	D CARE PROJECT ICA PARKWAY 92604-4698 4	0100571085 6210 36,49	
Sub Fund			1003518 5/21/19
0101		Acct#: 9	600058619
Pay THIRT	Y SIX Thousand FOU	IR Hundred FIFTY SEVEN Dollars and	
	Cents		
ZERO			****36,457.00
	Order 11735 (CIAL ROOFING SYSTEMS INC GOLDRING ROAD A, CA 91006	
	Order 11735 (GOLDRING ROAD	

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INVOICE DATE		INVOICE / REF NUMBER		PURCHASE ORDE	RNUMBER	A	MOUNT
)5/09/19	12185	INTOICE THEI ROMOLI		M41R0			259.5
5, 05, 25				•			
			1				
						10	
						(1491) 17	
·····				TOTAL AMOUN	T OF INVOL		259.2
PAID BY: RVINE CHI	LD CARI	E PROJECT		SUMMARY 010057108		12,259.56	259.5
RVINE CHI	NCA PAI	RKWAY		SUMMARY			<u> </u>
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			239.2
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY		SUMMARY			<u></u>
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY 4-4698		SUMMARY 010057108	5 6210		
RVINE CHI 050 BARRA RVINE, CA	NCA PAI 92604	RKWAY 4-4698		SUMMARY 010057108 PERINTENDENT OF SCHOO	15 6210 LS	12,259.56	
RVINE CHI 050 BARRA RVINE, CA 049-651-04	NCA PAI 92604	RKWAY 4-4698		SUMMARY 010057108	15 6210 LS		56-31
RVINE CHI 050 BARRA RVINE, CA 49-651-04	NCA PAI 92604	RKWAY 4-4698		SUMMARY 010057108 PERINTENDENT OF SCHOO	15 6210 LS	12,259.56 No. 41003519 Date: 05/21/19	<u>56-:</u> 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04	NCA PAI 92604 44	RKWAY 4-4698	IRVINE CHIL	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	<u>56-3</u> 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698	IRVINE CHIL	SUMMARY 010057108 PERINTENDENT OF SCHOO	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	<u>56-3</u> 412
Sub Fund 0101	NCA PAI 92604 44 JE Thou	RKWAY 4-4698	IRVINE CHIL	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-3 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698 sand TWO H	IRVINE CHIL	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC Y NINE Dollar CA INC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-3 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698 sand TWO H To The FLOOR Order 125 M	IRVINE CHIL undred FIFT TECH AMERI	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC Y NINE Dollar CA INC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-3 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698 .sand TWO H To The FLOOR Order 125 M	IRVINE CHIL	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC Y NINE Dollar CA INC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-3 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698 sand TWO H To The FLOOR Order 125 M	IRVINE CHIL undred FIFT TECH AMERI	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC Y NINE Dollar CA INC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-31 412
RVINE CHI 050 BARRA RVINE, CA 49-651-04 Sub Fund 0101 Pay TWELV	NCA PAI 92604 44 JE Thou	RKWAY 4-4698 sand TWO H To The FLOOR Order 125 M	IRVINE CHIL undred FIFT TECH AMERI	SUMMARY 010057108 PERINTENDENT OF SCHOO D CARE PROJEC Y NINE Dollar CA INC	15 6210 LS T	No. 41003519 Date: 05/21/19 Acct#: 96000586:	56-31 412

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LEDGER: 41	DATE ISSUED: 05/28/19 VENDOR NAME: CA	LIFORNIA DEPART VENDOR: V41	L00027 снеск: 41003520
INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
05/15/19	C-062032		59,425.00
PAID BY: TRVINE CHI	LD CARE PROJECT	TOTAL AMOUNT OF INV SUMMARY 0100550100 8290	27,172.00
5050 BARRA	NCA PARKWAY A 92604-4698	0100550100 8590 0100571059 5837	31,370.30 882.70
Sub Fund 0101		SUPERINTENDENT OF SCHOOLS ILD CARE PROJECT	No. 41003520 Date: 05/28/19 Acct#: 9600058619
	Y NINE Thousand FOUR Hundre Cents To The CALIFORNIA DEP	ed TWENTY FIVE Dollars a	and \$****59,425.00
	order of POBOX 515006 SACRAMENTO, CA	ICE	
	WELL 115	PRESENTED WITHIN 6 MONTHS 5 FARGO BANK, N.A. 5 MOSPITAL DRIVE WERT, OH. 45891	
ΝΟΤ	NEGOTIABLE NOT NEGOTIABLE	E NOT NEGOTIABLE NO	DT NEGOTIABLE

ITEM 7

IRVINE CHILD CARE PROJECT

TOPIC:DEPOSIT OF SCHOLARSHIP FUNDS FROM
IRVINE CHILDREN'S FUND (ICF)DESCRIPTION:The Irvine Child Care Project has received checks in
the total amount of \$19,184.95 from ICF for
scholarships awarded in February and March 2019.RECOMMENDATION:Authorize the deposit of funds from ICF into the
appropriate account as follows:

- \$ 19,184.95 01-005-712-00-8699
- \$ 0.00 01-005-712-00-8689

ICCP/Stubbler Board Agenda June 10, 2019



BOARD ALAN BATTENFIELD, President DARIN LOUGHREY, Vice President IRA GLASKY, Clerk RUTH ANDERSON, Member ANTHONY KUO, Member

April 26, 2019

TO: Becky Meyers

- FROM: TRACI STUBBLER ICCP ADMINISTRATOR
- SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed a check from the Irvine Children's Fund (ICF) in the amount of \$9,206.45 for the month of February 2019.

Please deposit into the following account as follows:

\$ 9,206.45	ICF – deposit to account # 01-005-712-00-8689
\$ 0.00	ICF/CDBG - deposit to account # 01-005-712-00-8699

Submitted for your action.

Thanks for your help,

Traci Stubbler ICCP Administrator

bb

		4872
IRVINE CHILDREN'S FUND	WELLS FARGO BANK 16-24/1220	
14301 YALE AVENUE IRVINE, CA 92604 (949) 786-6454	4	/2/2019
PAY TO THE ORDER OFIrvine Child Care Project	\$ **	9,206.45
Nine Thousand Two Hundred Six and 45/100*****	*	Dollars 🗄
Traci Stubbler 14341 Yale Ave Irvine, CA 92604	Restance le Elle to	It Fostings Induded
MEMO February 2019	ALL AUTHORIZED SIGNATU	RE V
	2000 24 71 30 96 68 3 10 11	
IRVINE CHILDREN'S FUND		4872
Invine Child Care Project	4/2/2019	

1

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Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ICF2018- February 2019

Wells Fargo Checking February 2019

9,206.45

9,206.45



Irvine Children's Fund

Board of Directors

ICF President Greg S. Goodrich Wells Fargo Advisors Past President Marcy Brown Hoag Hospital Irvine Vice President Dan Borland Wells Fargo Secretary Susan Whittaker Whittaker Planning Services Treasurer Charisse Redd HBI A Certified Public Accountants

Lauren Brooks IUSD Board of Trustees Anthony Kuo Irvine City Council

Mary D. Miller Past ICF President Citizens Business Bank

Rob Poetsch Taco Bell Shert Reynolds SPLATT Design

Honorary Beckle Desmet Community Leader Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Mayor Donald P. Wagner City of Irvine Terry Walker Superintendent Irvine Unified School District

Sharon Wellikson Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund Alan Battenfield President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear Alan:

Enclosed please find:

Check #4872 in the amount of \$9,206.45 for the before and after school child care scholarships provided in February 2019. This provided scholarships for 33 children at 14 child care sites. Of this amount, \$0.00 is from CDBG 2018-2019 Before and After School Child Care Scholarship Funds and \$9,206.45 is from ICF 2018 – 2019 Before and After School Child Care Scholarship Funds.

Irvine Children's Fund

July 1, 2018 – February 28, 2019 scholarship funding totals \$79,896.10 including \$47,157.00 from CDBG 2018-2019 Scholarship Funds and \$32,739.10 from ICF Scholarship Funds 2018-2019 and has served 45 children at 17 child care sites. The Before and After School Child Care Scholarship Fund provided 4,130 child care days from July 1, 2018 – February 2019.

Please join the Irvine Children's Fund at the Irvine Junior Games on Sunday, May 5, 2019 at Irvine Stadium. Opening Ceremony begins at 9:00. We have 1,250 $4^{th} - 8^{th}$ grade athletes from all 33 IUSD elementary and middle schools. For the 32^{nd} year, this exciting track and field event will bring together the city of Irvine, IUSD schools, businesses and the community to raise money for before and after school child care in Irvine. Let the Games Begin!

Sincerely,

Greg Goodrich President Irvine Children's Fund

Shorow Wellikson

Sharon Wellikson Irvine Children's Fund

Month 2018 - 2019	ICF Funds	DBG 2018 - 2019 Funds - \$4 CDBG 2018 - 2019	Total	Check #
July 2018	\$0.00	\$8,374.00	\$8,374.00	4823
August 2018	\$0.00	\$10,224.83	\$10,224.83	482
September 2018	\$0.00	\$10,164.16	\$10,164.16	482
October 2018	\$635.00	\$10,021.50	\$10,656.50	483
November 2018	\$1,897.40	\$8,372.51	\$10,269.91	483
December 2018	\$10,502.50	\$0.00	\$10,502.50	486
January 2019	\$10,497.75	\$0.00	\$10,497.75	486
February 2019	\$9,206.45	\$0.00	\$9,206.45	487
Total	\$32,739.10	\$47,157.00	\$79.896.10	

C: Traci Stubbler & Barbara Belfield, ICCP John Fogarty, ICCP Treasurer

14301 Yale Avenue • Irvine, CA 92604 • Phone: (949) 786-6454 • Email: sharon@irvinechildrensfund.com www.irvinechildrensfund.com • www.irvinejuniorgames.com • Tax ID# 33-0177921

Celebrating 32 Years



BOARD ALAN BATTENFIELD, President DARIN LOUGHREY, Vice President IRA GLASKY, Clerk RUTH ANDERSON, Member ANTHONY KUO, Member

May 20, 2019

TO: Becky Meyers

- FROM: TRACI STUBBLER ICCP ADMINISTRATOR
- SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed a check from the Irvine Children's Fund (ICF) in the amount of \$9,978.50 for the month of March 2019.

Please deposit into the following account as follows:

\$ 9,978.50	ICF – deposit to account # 01-005-712-00-8689
\$ 0.00	ICF/CDBG - deposit to account # 01-005-712-00-8699

Submitted for your action.

Thanks for your help,

Traci Stubbler ICCP Administrator

bb

		WELLS FARGO BANK		4879
	IRVINE JUNIOR GAMES 14301 YALE AVENUE IRVINE, CA 92604 (949) 786-6454	16-24/1220	5/3/2019	
PAY TO THE ORDER OF.			\$ **9,978.50	
Nine Th	ousand Nine Hundred Seventy-Eight and 50/100******	*		DOLLARS
мемо		Sharon Whele	ben	المالية المحادثان
	₩00 ५ 盘७٩₩ ι:1 2200024	71:309668310111ª	GNATURE	MT ² č č U

IRVINE CHILDREN'S FUND

Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ICF2018- March 2019

5/3/2019

9,978.50

4879

Wells Fargo Checking

9,978.50



Irvine Children's Fund

Board of Directors

ICF President Greg S. Goodrich Wells Fargo Advisors Past President Marcy Brown Hoag Hospital Irvine Vice President Dan Borland Wells Fargo Secretary Susan Whittaker Whittaker Planning Services Treasurer **Charisse Redd** HBLA Certified Public Accountants

Lauren Brooks IUSD Board of Trustees

Anthony Kuo Irvine City Council Mary D. Miller Past ICF President Citizens Business Bank

Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Honorary Beckie Desmet Community Leader Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Mayor Donald P. Wagner City of Irvine Terry Walker Superintendent Irvine Unified School District

Sharon Wellikson Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund

Irvine Children's Fund

Celebrating 32 Years

Alan Battenfield President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear Alan:

Enclosed please find:

Check #4879 in the amount of \$9,978.50 for the before and after school child care scholarships provided in March 2019. This provided scholarships for 33 children at 14 child care sites. Of this amount, \$0.00 is from CDBG 2018-2019 Before and After School Child Care Scholarship Funds and \$9,978.50 is from ICF 2018 – 2019 Before and After School Child Care Scholarship Funds.

July 1, 2018 – March 31, 2019 scholarship funding totals \$79,896.10 including \$47,157.00 from CDBG 2018-2019 Scholarship Funds and \$42,717.60 from ICF Scholarship Funds and has served 46 children at 17 child care sites. The Before and After School Child Care Scholarship Fund provided 608 child care days for March 2019 and provided 4,732 child care days from July 1, 2018 – March 2019.

Thank you for joining the Irvine Children's Fund in the Opening Ceremony for the 32nd annual Irvine Junior Games. It was a great day in Irvine with 1,270 athletes from all 33 elementary and middle schools participating in track and field and provided recognition and funding for child care in Irvine.

Sincerely,

Hadier

Greg Goodrich President Irvine Children's Fund

Sharon Wellikson

Sharon Wellikson Irvine Children's Fund

Month 2018 - 2019	ICF Funds	DBG 2018 - 2019 Funds - \$4 CDBG 2018 - 2019	Total	Check #
July 2018	\$0.00	\$8,374.00	\$8,374.00	4823
August 2018	\$0.00	\$10,224.83	\$10,224.83	482
September 2018	\$0.00	\$10,164.16	\$10,164.16	4826
October 2018	\$635.00	\$10,021.50	\$10,656.50	483
November 2018	\$1,897.40	\$8,372.51	\$10,269.91	483
December 2018	\$10,502.50	\$0.00	\$10,502.50	4866
January 2019	\$10,497.75	\$0.00	\$10,497.75	4867
February 2019	\$9,206.45	\$0.00	\$9,206.45	4872
March 2019	\$9,978.50	\$0.00	\$9,978.50	4879
	,			
Total	\$42,717.60	\$47,157.00	89,874.60	

C: Traci Stubbler & Barbara Belfield, ICCP John Fogarty, ICCP Treasurer

ITEM 8

IRVINE CHILD CARE PROJECT

TOPIC:	DEPOSIT OF STATE GRANT APPORTIONMENT		
DESCRIPTION:	The Irvine Child Care Project has received 2 checks in the total amount of \$96,793.00 from the State Department of Education, Child Development Division.		
	• \$46,981.00 represents the 9th apportionment received for the FY 2018-19 State Grant.		
	 \$49,812.00 represents the 10th apportionment received for the FY 2018-19 State Grant. 		

RECOMMENDATION: Authorize the deposit of grant funds from the State Department of Education into the appropriate account as follows:

\$ 23,736.00	01-005-50100-8290
\$ 10,912.00	01-005-50100-8290
\$ 62,145.00	01-005-50100-8590

ICCP/Stubbler Board Agenda June 10, 2019

4



BOARD ALAN BATTENFIELD, President DARIN LOUGHREY, Vice President IRA GLASKY, Clerk RUTH ANDERSON, Member ANTHONY KUO, Member

May 10, 2019

To: Becky Myers

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-8158

I have enclosed a check from the State of California to deposit as the 9th State Grant Apportionment, for FY 2018-19, in the amount \$46,981.00.

Please deposit into the following accounts:

<u>8th Apportionment</u>:

- \$ 11,521.00 Grant CDD-deposit to account # 01-005-50100-8290
- \$ 5,296.00 Grant CDD-deposit to account # 01-005-50100-8290
- \$ 30,164.00 Grant CDD-deposit to account # 01-005-50100-8590

Submitted for your action.

Thank you for your help,

Traci Stubbler ICCP Administrator

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Payments

ļ.	greement Start Year:	Select Y Invoice ID:	CD-20180901-Q5530 - \$46,98	S1 Y			
	Invoice ID	Agreement Number	Agreement Start Year	PCA	Amount	Pay Date	
	CD-20180901-Q5530	CCTR8158	2018	13609	\$11,521	3/28/2019	
	CD-20180901-Q5530	CCTR8158	2018	15136	\$5,296	3/28/2019	
	CD-20180901-Q5530	CCTR8158	2018	23254	\$30,164	3/28/2019	

Questions: Cate Washington | cwashington@cde.ca.gov | 916-322-8332

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - VIEW AT AN ANGLE WARRANT NUMBER CALIFORNIA 61-319632 2 FUND NO. FUND NAME 8087 FISCAL CONSOLIDATED PMT THE TREASURER OF THE STATE WILL PAY OUT OF THE IDENTIFICATION NO. MO. | DAY | YR. 90-1342/1211 0000052269 0000 04 26 2019 61319632 DOLLARS CENTS S***46981.00 TO: 319632 IRVINE CHILD CARE PROJECT ONE CIVIC CNTR PLAZA PO BOX 19575

CALIFORNIA STATE CONTROLLER

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IRVINE CA 92623-9575

DETACH ON DOTTED LINE KEEP THIS PORTION FOR YOUR RECORDS

61-319632

YEE

ISSUE DATE: 04/26/2019 DEPARTMENT OF EDUCATION CALIFORNIA DEPARTMENT OF EDUCATION ACCOUNTING OFFICE 1430 N ST SACRAMENTO CA 95814 FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/3235577

VENDOR ID VENDOR NAME 0000052269 IRVINE CHILD CARE PROJECT PO ID VOUCHER ID INVOICE ID ____ __ ___ ___ ___ ___ ___ ___ ___ 0000010135 00065477 CD-20181001-Q5530 AMOUNT PAID \$46981.00 PAYMENT MESSAGE _____

CHILD DEVELOPMENT FISCAL ANALYST: J. BOYD 916-327-4997



BOARD ALAN BATTENFIELD, President DARIN LOUGHREY, Vice President IRA GLASKY, Clerk RUTH ANDERSON, Member ANTHONY KUO, Member

May 28, 2019

To: Becky Myers

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-8158

I have enclosed a check from the State of California to deposit as the 10th State Grant Apportionment, for FY 2018-19, in the amount \$49,812.00.

Please deposit into the following accounts:

10th Apportionment:

- \$ 12,215.00 Grant CDD-deposit to account # 01-005-50100-8290
- \$ 5,616.00 Grant CDD-deposit to account # 01-005-50100-8290
- \$ 31,981.00 Grant CDD-deposit to account # 01-005-50100-8590

Submitted for your action.

Thank you for your help,

Stubble Buts hau

Traci Stubbler ICCP Administrator

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Payments » Invoice CD-20181101-Q5530

Varrant Amount:	\$49,812		
Status:	Paid		
Payment Date:	05/22/2019		
Agreement Nu	Imber	PCA	Amount
CCTR815		13609	\$12,215
CCTR815		15136	\$5,616
CCTR815		23254	\$31,981 \$49,81
	STATE TREASURER OF THE STATE W TION NO.		DRNDA 61 - 526778
TO: 526778	E CHILD CARE		\$***49812.00
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PAYMENT MESSAGE

https://

CHILD DEVELOPMENT FISCAL ANALYST: J. BOYD 916-327-4997

8

ITEM 9

IRVINE CHILD CARE PROJECT

TOPIC:

DESCRIPTION:

RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS

In order for ICCP to provide on-site child care to Beacon Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2019 through June 30, 2020 is attached for the Board's approval.

The MOU was presented to the IUSD Board for approval and signature at the May 28, 2019 IUSD board meeting.

RECOMMENDATION: Authorize Board President Alan Battenfield to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2019 through June 30, 2020.

ICCP/Fogarty Board Agenda June 10, 2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2019 ("Effective Date"), by and between the Irvine Unified School District ("IUSD") and the Irvine Child Care Project, a California Joint Powers Authority ("ICCP") (collectively the "Parties").

This MOU sets forth the terms and understanding between the Parties regarding the utilization of a permanent building by ICCP at the Beacon Park School campus.

SECTION 1 - LOCATION

The Beacon Park School is a K-8 school campus located at 200 Cultivate, Irvine, California, 92618 ("Campus").

SECTION 2 – LICENSE TO USE FACILITIES

IUSD grants a non-exclusive license to ICCP to use three permanently constructed classrooms including student restrooms, one dedicated staff restroom and one dedicated storage room. The rooms in the building are labeled Childcare Room 1, Childcare Room 2, and Childcare Room 3. ICCP shall also have access to one set of additional restrooms during non-school hours (after school and school holidays). These facilities shall be collectively referred to as the "Facilities," and are depicted in Exhibit "A," attached hereto and incorporated by this reference. ICCP shall not assign this MOU.

SECTION 3 - TERM

The term of this MOU shall be for one (1) year from the Effective Date ("Term"), unless mutually extended in writing by both Parties. Either Party may terminate this MOU upon thirty (30) days' advance written notice, with or without cause. ICCP shall vacate the Facilities upon termination of the MOU and shall leave the Facilities in the same condition as originally accepted except for reasonable wear and tear. ICCP shall be responsible for the removal of all furniture, equipment, and other property owned by ICCP and the ICCP Provider pursuant to Section 9.

SECTION 4 - COMPENSATION

Neither Party will receive compensation during the term of this MOU except for reimbursement costs pursuant to Section 5 and usage fees pursuant to Section 9.

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

a. <u>Use</u>. ICCP shall have the right to utilize the Facilities during the effective period of this MOU. ICCP shall be permitted to use the building for the exclusive purpose of providing childcare and for no other purpose except for those activities approved, in advance, by IUSD ("Program"). ICCP shall be permitted non-exclusive use of the Campus (i.e., restrooms, parking lot, playground, field area, etc.,) within the immediate vicinity of the building from 6:30 a.m. to 6:30 p.m. hours of operation, Monday-Friday. Use of the Facilities by ICCP at any time other than those specifically set forth above is at the sole discretion of IUSD. ICCP shall ensure that the ICCP Provider shall comply with the terms of this MOU.

b. <u>Custodial Services</u>. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

c. <u>Alterations</u>. ICCP shall not alter or modify the exterior or interior of the Facilities without the prior written consent of IUSD. This includes alterations or modifications of the Facilities' walls, ceilings, floors, electrical, HVAC, doors and windows. ICCP shall not erect or place any structure, shed, or storage unit outside the building and on the Campus without the prior written consent of IUSD.

d. <u>Maintenance</u>. At its sole discretion, IUSD may provide internal and external maintenance of the Facilities pursuant to the annual schedule developed by the IUSD Maintenance & Operations Department. IUSD shall be reimbursed for such maintenance within thirty (30) days of invoice by IUSD. Any repairs or replacement of equipment due to ICCP's negligence or misconduct will be the sole financial responsibility of ICCP. IUSD shall promptly remit to ICCP an invoice for any repairs or equipment replacement due to ICCP's negligence or misconduct. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. ICCP requests for building repairs shall be directed to the IUSD Maintenance & Operations Department.

e. <u>Utilities</u>. ICCP shall be responsible for payment of all utilities associated with operation of the Facilities. IUSD shall be reimbursed for such utility payments within thirty (30) days of invoice by IUSD.

f. <u>Program Materials, Furnishings and Equipment</u>. ICCP shall provide all materials, furnishings and equipment to be used for its Program. ICCP is responsible for all costs associated with its Program.

g. <u>Program Supervision and Security</u>. ICCP shall provide all necessary supervision of its employees, students and the ICCP Provider while using the Facilities. ICCP is solely responsible for the safety and security of its employees, students and the ICCP Provider at all times.

SECTION 6 - HOLD HARMLESS

ICCP shall save, defend, hold harmless and indemnify IUSD, its trustees, officers, employees and agents from and against any and all demands, actions, losses causes of action, suits, damages, liabilities, claims, whether or not suit is actually filed, and for injury, death, loss or damage to any person or property arising from or occurring in connection with or in any way incident to ICCP's, including its administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns and ICCP Provider, use or occupancy of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by ICCP in or about the Facilities. This section shall survive the termination of the MOU.

SECTION 7 - INSURANCE

ICCP and the ICCP Provider pursuant to Section 9, shall not utilize the Facilities under this MOU until the insurance requirements outlined in this MOU and in the Irvine Child Care Project Agreement for Use of Facilities ("Childcare Agreement")attached hereto as Exhibit "B," have been satisfied. ICCP and the ICCP Provider shall procure and shall maintain at their own expense the necessary insurance policies set forth below during the life of this MOU as primary policies. The policies shall not be amended or modified and the coverage amounts shall not be reduced without IUSD's prior written consent. ICCP and the ICCP Provider shall name the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policies and shall provide IUSD thirty (30) days written notice prior to cancellation.

- A. . Commercial General Liability Insurance for bodily injury and property damage, including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
- B. Workers' Compensation Insurance with coverage limits in accordance with California law.

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

While engaged in carrying out the terms and conditions of this MOU, all persons employed by ICCP are employees of ICCP and no ICCP employee shall be considered as an employee of IUSD under the jurisdiction of IUSD. ICCP shall have no authority to contract on behalf of IUSD.

SECTION 9 - OCCUPANCY

IUSD agrees to allow ICCP to collect a monthly usage fee and any other fees as outlined in Childcare Agreement between ICCP and ICCP's selected provider, <u>Rainbow Rising ("ICCP Provider"</u>), who will occupy the building during the duration of the MOU. However, failure to obtain any fees from the ICCP Provider shall not excuse ICCP from any payments due to IUSD.

SECTION 10 - ICCP EMPLOYEES

ICCP and ICCP Provider shall, at all times, enforce strict discipline and good order among its employees and the ICCP Provider, and all others in attendance and shall not employ any unfit person in connection with this MOU. ICCP employees, ICCP Provider's employees, volunteers, invitees, and all others in attendance shall comply with all rules and regulations applicable to school sites and any IUSD policies.

SECTION 11 - ANTI-DISCRIMINATION

It is the policy of the Irvine Unified School District Board of Education that in connection with all MOUs, contracts, and agreements that there be no discrimination against any employee because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore ICCP agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

As required under the State of California Community Care Licensing Title 22 Guidelines, Section 101170, individuals, entities and companies must secure from an appropriate law enforcement agency a criminal record if employment puts them in contact with children. ICCP shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation IUSD, having jurisdiction over the Facilities. ICCP shall be responsible for obtaining and

maintaining throughout the Term of the MOU all permits, licenses and approvals from any local, state or federal agency necessary for the Program and/or use of the Facilities. ICCP shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable.

SECTION 13 - GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of California, with venue in Orange County, California. The Parties expressly understand and agree that this MOU constitutes a non-exclusive license for use of the Facilities. This MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property.

SECTION 14 - NO ORAL MODIFICATION

Any waiver, amendment, modification, consent or acquiescence with respect to this MOU shall be set forth in writing and duly executed by both Parties.

SECTION 15- NOTICE

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows: Irvine Unified School District, Attn: Assistant Superintendent of Business Services, 5050 Barranca Parkway, Irvine, CA 92604, 949.936.5305 and Irvine Child Care Project, Attn: ICCP Administrator, 14341 Yale Avenue, Irvine, CA, 92604, 949.724.6635.

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date:_____

Date:_____

By:_____

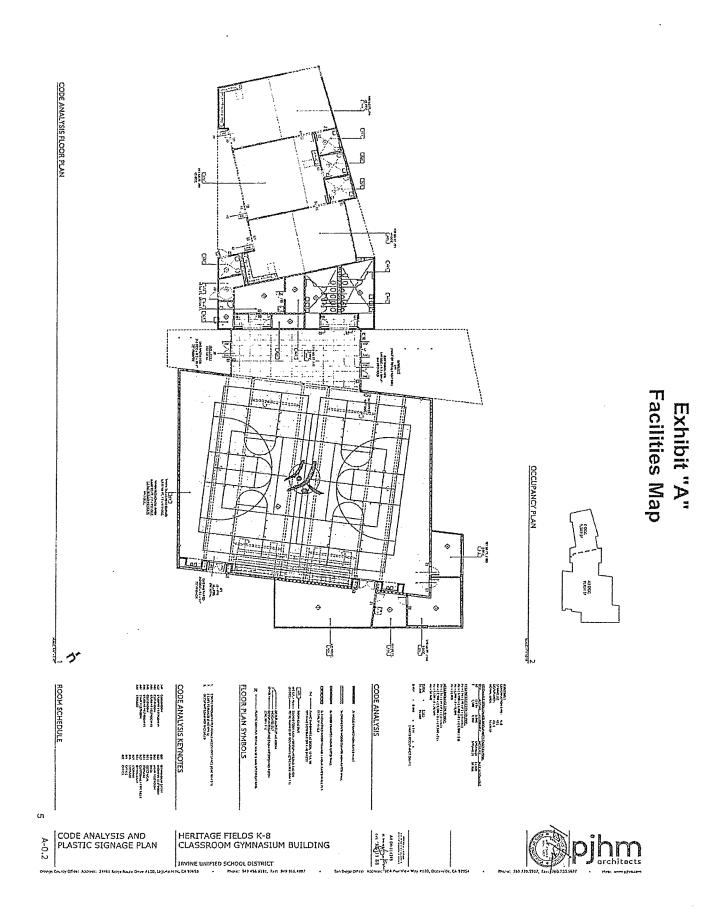
John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:_____

By:_____

Alan Battenfield President, Irvine Child Care Project

ICCP Board Approved:



IRVINE CHILD CARE PROJECT

AGREEMENT FOR USE OF FACILITIES

SITE: Beacon Park School

THIS AGREEMENT, made and entered into this 1st day of July, <u>2019</u> by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow</u> <u>Rising Child Development Center</u>, hereinafter referred to as "Lessee."

The parties to this **AGREEMENT** desire to establish the conditions, operational responsibility and liability for effective use of facilities more fully described below, located at 200 Cultivate, Irvine, CA 92618 (hereinafter "school site"), for a child care program operated by Lessee.

The ICCP has the authority granted to it by IRVINE UNIFIED SCHOOL DISTRICT, (hereinafter "IUSD"), to make facilities available at school sites for use by operators of child care programs, subject to compliance with Program Standards established by the ICCP and IUSD, and other terms and conditions. The ICCP desires to make a permanent classroom or classrooms available to Lessee, and Lessee desires to obtain the use of such permanent classroom(s) from the ICCP.

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

(A) Lessee shall be permitted to use the below-described permanent classroom(s) at the school site on the days and during the hours of operation generally described below:

PROVIDED, however, that Lessee shall submit a schedule of specific dates and hours of operation (determined from the IUSD calendar) to the ICCP, in writing, prior to the effective date of this Agreement. The dates and hours shall not exceed the General Hours of Operation and General Days of Operation described herein without the specific written approval of the school site principal and the ICCP and is attached hereto as Exhibit A.

GENERAL HOURS OF OPERATION (Monday-Friday):

1. Before School	6:30 a.m.
2. After School	6:30 p.m.
3. During School	As necessary to provide care for a.m./p.m. Kindergarten students.
4. School Holidays	6:30 a.m. through 6:30 p.m.
5. School Vacations	6:30 a.m. through 6:30 p.m.

GENERAL DAYS OF OPERATION (Monday-Friday)

- 1. Before, After, During School (hours outlined above) on School Days; and
- School Holidays (hours outlined above) All official IUSD School Holidays except the following:

 Thanksgiving, and the day after
 Christmas Eve, and Christmas Day
 New Year's Eve, and New Year's Day
 Martin Luther King Jr. Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 and
- 3. School Vacations:

Summer - Beginning on the third business day after the last day of the IUSD School Year and continuing through the fourth business day before the first day of school as designated by IUSD.

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing as designated by IUSD.

- (B) Programs Standards Compliance
 - 1. The Child Care Program operated by Lessee at the school site shall comply with standards and procedures set forth in the ICCP Quality Assessment Handbook, a copy of which Lessee has received.
 - 2. On an annual basis, a written recommendation will be provided to the ICCP Board regarding lease renewal based on the operation and compliance with the ICCP Quality Assessment Criteria. Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process have been resolved.
 - 3. If Lessee fails to correct the deficiencies by the date provided in writing, a 30day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP's Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

If the Lessee does not comply with the 30-day corrective action plan, staff will recommend to ICCP Board further action to be taken. The Lessee will be notified in advance of the ICCP Board meeting where recommendations will be addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria, notice shall be served of cancellation of the lessee's Agreement for Use of Facilities with the ICCP and demand to vacate ICCP property no later than <u>sixty (60) days</u> from the date of the ICCP Board meeting.

Nothing in this process shall preclude the ICCP from immediately terminating a provider's Agreement for Use of Facilities due to unsafe or dangerous conditions.

- 4. Lessee shall provide a list of names, addresses and phone numbers of families and children served in its program to the ICCP upon request.
- (C) The Lessee's use of the school site includes the following:
 - 1. Non-exclusive usage of the playgrounds, and other outdoor areas.
 - 2. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the facility during 6:30 a.m. to 6:30 p.m. hours of operation.
 - 3. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
 - 4. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD/ICCP.
- (D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:
 - Unusual Incident/Injury Reports;
 - Complaint Investigation Reports;
 - Facility Evaluation Reports;
 - Compliance Conference Summaries;
 - Requests to Alter Capacity; and
 - Change Director Designation and/or other license status changes.
- (E) Lessee shall operate in accord with all Local, County, State and Federal requirements for the licensing and operation of children's day care facilities and the

provision of transportation services.

- (F) In addition to the requirements of (E) above, Lessee shall meet the following requirements when providing transportation:
 - 1. Vehicles shall be California Highway Patrol approved.
 - 2. All drivers shall be 18 years of age or older.
 - 3. All drivers shall possess valid Class B driver's license.
 - 4. All vehicles shall be equipped with seat belts (excluding buses), first aid kits, fire extinguishers and reflector kits.
 - 5. All vehicles shall be insured per item V. (C) 3.
- (G) Lessee shall provide staff who shall be on-site and supervise all activities during the use of school site by Lessee and who meet California Administrative Code, Division Six, Title XII qualifications and Title V qualifications, when applicable.
- (H) Lessee shall agree to use the permanent classroom(s) and the school site for the exclusive purpose of providing child care and for no other purpose, intent, program, activity or event except for those associated with Lessee.
- (I) The ICCP agrees to provide only the following at the school site:
 - 1. Use of specified number of classrooms, as outlined in Table II. B. 1, during specified hours of operation.
 - 2. Restrooms: The ICCP will provide the Lessee with access to school restrooms, at the locations and in the number determined by IUSD Maintenance and Operations, in writing, to the Lessee.
 - 3. Exterior Lighting: ICCP will provide exterior lighting, in its sole discretion.
 - 4. Custodial Services: ICCP will provide custodial services and supplies as adopted in its annual budget. Lessee shall provide any additional custodial service necessary to maintain the permanent classroom(s), as a result of Lessee's use. Should ICCP determine, in its sole discretion, that additional custodial services are necessary due to Lessee's use, ICCP may provide such services if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
 - 5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted

pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee's use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.

- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP's satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.
- (J) Notice of Possessory Interest

The terms of this Agreement may result in the creation of a possessory interest in Lessee. If such possessory interest is vested in a private party to this Agreement, the private party may be subject to the payment of property taxes levied on such interest.

(K) Agreement Mere License

This agreement constitutes a mere license to use the permanently constructed classroom or classrooms, as set forth in Exhibit A hereto.

II. USE OF FACILITIES FEES

- (A) Lessee agrees to pay the ICCP per the minimum amount outlined in Table II. B. 1, per month, per classroom, for use of the facilities at the school site. The total monthly payment due is per Table II B. 1.
- (B) Lessee also agrees that the total annual amount paid to the ICCP shall be at least <u>per</u> <u>Table II. B. 1</u>, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount			
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52			
*No increase from the 2018-19 rates						

III. METHOD OF PAYMENT

(A) Lessee shall remit license fees to the ICCP on a monthly basis. On or before the final monthly payment becomes due and payable for each license year, Lessee shall remit any additional sum necessary to raise the total annual payment to the amount provided in Section II. (B) above. Payment is due on or before the first (1st) day of each month and received no later than the fifteenth (15th) day of that month for the use of the permanently constructed classroom(s) in operation of the Lessee's child care program. Checks shall be payable and remitted to:

ATTENTION: TREASURER Irvine Child Care Project 5050 Barranca Parkway Irvine, CA 92604

IV. TERM

- (A) Lessee and the ICCP agree that the term of this agreement shall be for one (1) year, unless terminated as provided in Section IV. (C).
- (B) This Agreement may be terminated without cause by the ICCP or Lessee by giving not less than sixty (60) days written notice to the other party.
- (C) Upon voluntary or involuntary termination of the program, costs incurred may be jointly shared as determined by an ICCP representative, an IUSD representative, and the agency provider.

V. LEGAL RESPONSIBILITIES

(A) Lessee shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed by Lessee or in any way affect operation of the program which Lessee operates by reason of this Agreement.

Lessee shall at all times observe and comply with all laws, ordinances and regulations and shall be responsible for compliance with all laws, ordinances and regulations.

(B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore Lessee agrees to comply with the Page 11 of 18

applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

Violation of the laws prohibiting discrimination will subject Lessee to all of the penalties imposed by law.

- (C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.
 - 1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

- 2. Commercial General Liability Insurance for bodily injury, property damage, and automobile liability including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
 - a) Be issued by an insurance company which is admitted to do business in the State of California.
 - b) Name and list the Irvine Child Care Project and the City of Irvine, their officers and employees as additional insured.

Name separately the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policy.

- c) Specify that it is the primary coverage for such insured's risks.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that this policy <u>may not</u> be cancelled nor materially changed except upon <u>thirty (30) days</u> prior written notice to the ICCP and IUSD of such cancellation or material change as evidenced by a return receipt for a registered letter addressed to the ICCP and IUSD."

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
- 3. Verification of auto liability must be provided as follows:
 - Bodily Injury \$100,000/300,000 per accident
 - Property Damage \$50,000 per accident
 - Medical Payments \$5,000 per accident
 - Un/under insured \$100,000/300,000 per accident
- 4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
- 5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.
- (D) Release, Indemnity and Insurance
 - 1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.
 - 2. Non-Liability of the ICCP. Lessee acknowledges that no ICCP Releasees shall be liable for any of the Claims.

- 3. Indemnification by Lessee. Lessee shall indemnify each and all of the ICCP Releasees against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with any of the Claims, whether or not there is concurrent negligence on the part of any ICCP Releasees; but Lessee shall not be required to indemnify, defend or hold harmless any ICCP Releasees from any Claim which arises from the sole negligence or willful misconduct of an ICCP Releasee in connection therewith:
 - 3.1 Lessee shall defend any action or actions filed in connection with any of such Claims, and shall pay all costs and expenses, including attorney's fees, incurred in connection therewith.
 - 3.2 Lessee shall promptly pay any judgment rendered against Lessee or any ICCP Releasees covering any such Claim, and Lessee shall save and hold each and all of the ICCP Releasees harmless there from.
 - 3.3 In the event any ICCP Releasee is made a party to any action or proceeding filed or prosecuted against Lessee for any Claim, Lessee shall pay to the ICCP any and all costs and expenses incurred by any ICCP Releasees in such action or proceeding, together with reasonable attorney's fees
- (E) In the event the ICCP Releasees, or any of them, shall become a party in an arbitration proceeding, either voluntarily or involuntarily with regard to the subject of this Agreement for which indemnification may be required of Lessee pursuant to paragraphs (D) above, Lessee shall, upon receipt of written notice from Indemnitees, or any of them, become a party to such arbitration proceeding for all purposes, unless this provision is waived in writing by the Releasees, or any of them so affected.
- (F) In the event Lessee subcontracts or assigns any portion of the Lessee's right of duties under this Agreement, Lessee shall require its subcontractor or assignee to comply with the terms of this Section V, in the same manner as required of Lessee.
- (G) Lessee specifically covenants and agrees that, as a condition of ICCP allowing Lessee to leave personal property and equipment in the permanent classroom(s) during such times and on those days when the Lessee is not licensed to use such premises, the Indemnification provisions herein will apply to, inter alia, such personal property and equipment.

VI. NOTICES

Any notices required to be given hereunder shall be in writing with copies as directed herein and shall be personally served or given by mail. Any notice given

by mail shall be deemed given when deposited in the United States mail, certified and postage prepaid, addressed to the party to be served as follows:

ΤΟ ΙССΡ:	Attention: Treasurer Irvine Child Care Project 5050 Barranca Parkway Irvine, CA 92604
TO LESSEE:	Rick Porter Rainbow Rising Child Development Center 2154 Monterey Blvd. #B Hermosa Beach, CA 90254

VII. ATTORNEY'S FEES

If any action at law or in equity, including an action in declaratory relief, is brought to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the Court in such litigation, or in a separate suit, shall award the prevailing party in any suit, reasonable costs and expenses, including attorney's fees. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith, in addition to any other relief to which that party may be entitled.

VIII. ASSIGNMENT: SUBCONTRACTORS

No assignment of any duty or obligation of performance shall be made in whole or in part by Lessee without the prior written consent of the ICCP. Any such subcontract or assignment without such consent shall be void and shall, at the option of the ICCP, terminate this Agreement. The ICCP may employ additional consultants as it deems necessary to work with Lessee any time during the term of this contract.

IX. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

X. EXTENT OF AGREEMENT

This Agreement represents the entire integrated Agreement between the ICCP and Lessee and supersedes all prior negotiations, representatives or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ICCP and Lessee.

IRVINE CHILD CARE PROJECT	LESSEE					
	Rainbow Rising Child Development Center					
By:	Ву:					
President, Irvine Child Care Project	Rick Porter					
	TITLE: President of Board					
DATED:						
	MAILING ADDRESS:					
	Rainbow Rising Child Development Center					
	2154 Monterey Blvd., #B Hermosa Beach, CA 90254					
	Termola Dealer, et 23020					
	PHONE:					
	Work:(310) 379-4912					
	Home: (310) 318-0880					
SITE: Beacon Park School	Email: rainbowriver@rainbowrising.org					

200 Cultivate, Irvine, CA 92618

EXHIBIT A

Schedule of Dates and Hours of Operation 2019-20 School Year

Provider: Rainbow Rising Site: Beacon Park School Days per Week Facility is Open: <u>M-F</u> Hours: <u>7:00 a.m. – 6:00 p.m.</u>

Circle the days the program will <u>not</u> be open:

JULY				AUGUST					SEPTEMBER											
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7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
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OCTOBER

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2020

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EXHIBIT B

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Workers' Compensation Insurance Coverage Certification

Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

LESSEE

Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254

By: _____

Name: _____ Rick Porter _____

Title: _____ President of Board

Date

SITE: Beacon Park School 200 Cultivate, Irvine, CA 92618

ITEM 10

IRVINE CHILD CARE PROJECT

TOPIC:	RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT CADENCE PARK K-8 SCHOOL CAMPUS
DESCRIPTION:	In order for ICCP to provide on-site child care to Cadence Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2019 through June 30, 2020 is attached for the Board's approval. The MOU was presented to the IUSD Board for approval and signature at the May 28, 2019 IUSD board meeting.
RECOMMENDATION:	Authorize Board President Alan Battenfield to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2019 through June 30, 2020.

ICCP/Fogarty Board Agenda June 10, 2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2019 ("Effective Date"), by and between the Irvine Unified School District ("IUSD") and the Irvine Child Care Project, a California Joint Powers Authority ("ICCP") (collectively the "Parties").

This MOU sets forth the terms and understanding between the Parties regarding the utilization of a permanent building by ICCP at the Cadence Park School campus.

SECTION 1 - LOCATION

The Cadence Park School is a K-8 school campus located at 750 Benchmark, Irvine, California, 92618 ("Campus").

SECTION 2 – LICENSE TO USE FACILITIES

IUSD grants a non-exclusive license to ICCP to use three permanently constructed classrooms including student restrooms, one dedicated staff restroom and one dedicated storage room. The rooms in the building are labeled Childcare Room 1, Childcare Room 2, and Childcare Room 3. ICCP shall also have access to one set of additional restrooms during non-school hours (after school and school holidays). These facilities shall be collectively referred to as the "Facilities," and are depicted in Exhibit "A," attached hereto and incorporated by this reference. ICCP shall not assign this MOU.

SECTION 3 - TERM

The term of this MOU shall be for one (1) year from the Effective Date ("Term"), unless mutually extended in writing by both Parties. Either Party may terminate this MOU upon thirty (30) days' advance written notice, with or without cause. ICCP shall vacate the Facilities upon termination of the MOU and shall leave the Facilities in the same condition as originally accepted except for reasonable wear and tear. ICCP shall be responsible for the removal of all furniture, equipment, and other property owned by ICCP and the ICCP Provider pursuant to Section 9.

SECTION 4 - COMPENSATION

Neither Party will receive compensation during the term of this MOU except for reimbursement costs pursuant to Section 5 and usage fees pursuant to Section 9.

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

a. <u>Use</u>. ICCP shall have the right to utilize the Facilities during the effective period of this MOU. ICCP shall be permitted to use the building for the exclusive purpose of providing childcare and for no other purpose except for those activities approved, in advance, by IUSD ("Program"). ICCP shall be permitted non-exclusive use of the Campus (i.e., restrooms, parking lot, playground, field area, etc.,) within the immediate vicinity of the building from 6:30 a.m. to 6:30 p.m. hours of operation, Monday-Friday. Use of the Facilities by ICCP at any time other than those specifically set forth above is at the sole discretion of IUSD. ICCP shall ensure that the ICCP Provider shall comply with the terms of this MOU.

b. <u>Custodial Services</u>. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

c. <u>Alterations</u>. ICCP shall not alter or modify the exterior or interior of the Facilities without the prior written consent of IUSD. This includes alterations or modifications of the Facilities' walls, ceilings, floors, electrical, HVAC, doors and windows. ICCP shall not erect or place any structure, shed, or storage unit outside the building and on the Campus without the prior written consent of IUSD.

d. <u>Maintenance</u>. At its sole discretion, IUSD may provide internal and external maintenance of the Facilities pursuant to the annual schedule developed by the IUSD Maintenance & Operations Department. IUSD shall be reimbursed for such maintenance within thirty (30) days of invoice by IUSD. Any repairs or replacement of equipment due to ICCP's negligence or misconduct will be the sole financial responsibility of ICCP. IUSD shall promptly remit to ICCP an invoice for any repairs or equipment replacement due to ICCP's negligence or misconduct. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. ICCP requests for building repairs shall be directed to the IUSD Maintenance & Operations Department.

e. <u>Utilities</u>. ICCP shall be responsible for payment of all utilities associated with operation of the Facilities. IUSD shall be reimbursed for such utility payments within thirty (30) days of invoice by IUSD.

f. <u>Program Materials, Furnishings and Equipment</u>. ICCP shall provide all materials, furnishings and equipment to be used for its Program. ICCP is responsible for all costs associated with its Program.

g. <u>Program Supervision and Security</u>. ICCP shall provide all necessary supervision of its employees, students and the ICCP Provider while using the Facilities. ICCP is solely responsible for the safety and security of its employees, students and the ICCP Provider at all times.

SECTION 6 - HOLD HARMLESS

ICCP shall save, defend, hold harmless and indemnify IUSD, its trustees, officers, employees and agents from and against any and all demands, actions, losses causes of action, suits, damages, liabilities, claims, whether or not suit is actually filed, and for injury, death, loss or damage to any person or property arising from or occurring in connection with or in any way incident to ICCP's, including its administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns and ICCP Provider, use or occupancy of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by ICCP in or about the Facilities. This section shall survive the termination of the MOU.

SECTION 7 - INSURANCE

ICCP and the ICCP Provider pursuant to Section 9, shall not utilize the Facilities under this MOU until the insurance requirements outlined in this MOU and in the Irvine Child Care Project Agreement for Use of Facilities ("Childcare Agreement")attached hereto as Exhibit "B," have been satisfied. ICCP and the ICCP Provider shall procure and shall maintain at their own expense the

necessary insurance policies set forth below during the life of this MOU as primary policies. The policies shall not be amended or modified and the coverage amounts shall not be reduced without IUSD's prior written consent. ICCP and the ICCP Provider shall name the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policies and shall provide IUSD thirty (30) days written notice prior to cancellation.

- A. . Commercial General Liability Insurance for bodily injury and property damage, including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
- B. Workers' Compensation Insurance with coverage limits in accordance with California law.

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

While engaged in carrying out the terms and conditions of this MOU, all persons employed by ICCP are employees of ICCP and no ICCP employee shall be considered as an employee of IUSD under the jurisdiction of IUSD. ICCP shall have no authority to contract on behalf of IUSD.

SECTION 9 - OCCUPANCY

IUSD agrees to allow ICCP to collect a monthly usage fee and any other fees as outlined in Childcare Agreement between ICCP and ICCP's selected provider, <u>Rainbow Rising ("ICCP Provider"</u>), who will occupy the building during the duration of the MOU. However, failure to obtain any fees from the ICCP Provider shall not excuse ICCP from any payments due to IUSD.

SECTION 10 - ICCP EMPLOYEES

ICCP and ICCP Provider shall, at all times, enforce strict discipline and good order among its employees and the ICCP Provider, and all others in attendance and shall not employ any unfit person in connection with this MOU. ICCP employees, ICCP Provider's employees, volunteers, invitees, and all others in attendance shall comply with all rules and regulations applicable to school sites and any IUSD policies.

SECTION 11 - ANTI-DISCRIMINATION

It is the policy of the Irvine Unified School District Board of Education that in connection with all MOUs, contracts, and agreements that there be no discrimination against any employee because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore ICCP agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

As required under the State of California Community Care Licensing Title 22 Guidelines, Section 101170, individuals, entities and companies must secure from an appropriate law enforcement agency a criminal record if employment puts them in contact with children. ICCP shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation IUSD, having jurisdiction over the Facilities. ICCP shall be responsible for obtaining and

maintaining throughout the Term of the MOU all permits, licenses and approvals from any local, state or federal agency necessary for the Program and/or use of the Facilities. ICCP shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable.

SECTION 13 - GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of California, with venue in Orange County, California. The Parties expressly understand and agree that this MOU constitutes a non-exclusive license for use of the Facilities. This MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property.

SECTION 14 - NO ORAL MODIFICATION

Any waiver, amendment, modification, consent or acquiescence with respect to this MOU shall be set forth in writing and duly executed by both Parties.

SECTION 15- NOTICE

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows: Irvine Unified School District, Attn: Assistant Superintendent of Business Services, 5050 Barranca Parkway, Irvine, CA 92604, 949.936.5305 and Irvine Child Care Project, Attn: ICCP Administrator, 14341 Yale Avenue, Irvine, CA, 92604, 949.724.6635.

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date:_____

Date:_____

By:_____

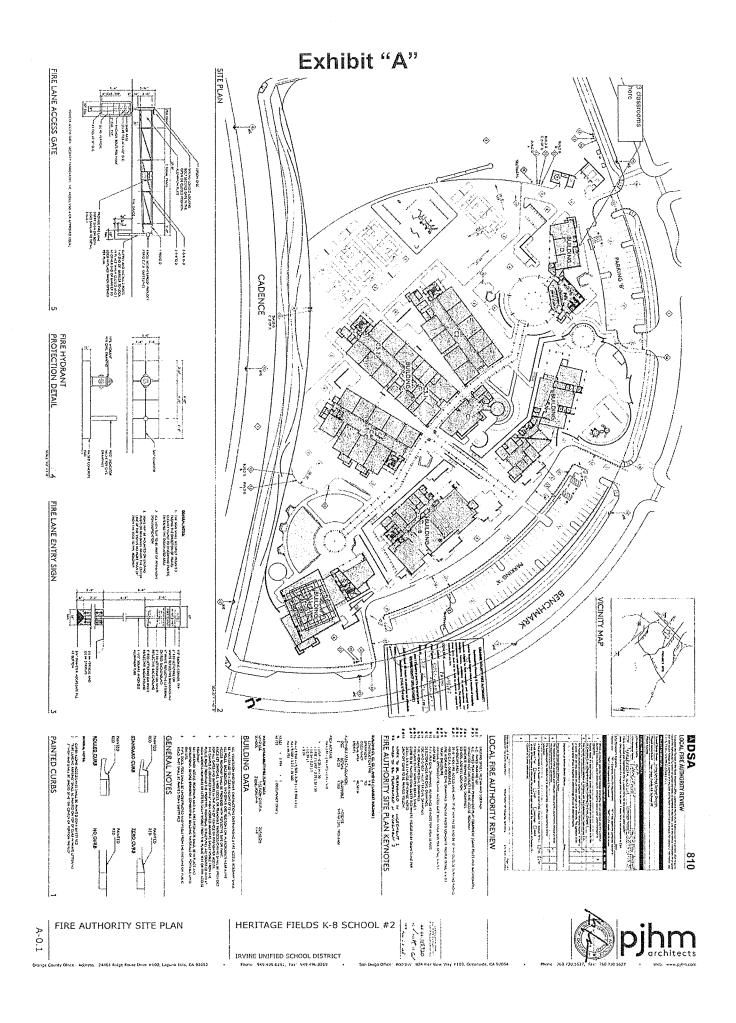
John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:_____

By:_____ Alan Battenfield

President, Irvine Child Care Project

ICCP Board Approved:



IRVINE CHILD CARE PROJECT

AGREEMENT FOR USE OF FACILITIES

SITE: Cadence Park School

THIS AGREEMENT, made and entered into this 1st day of July, <u>2019</u> by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow</u> <u>Rising Child Development Center</u>, hereinafter referred to as "Lessee."

The parties to this **AGREEMENT** desire to establish the conditions, operational responsibility and liability for effective use of facilities more fully described below, located at <u>750 Benchmark, Irvine, CA 92618</u> (hereinafter "school site"), for a child care program operated by Lessee.

The ICCP has the authority granted to it by IRVINE UNIFIED SCHOOL DISTRICT, (hereinafter "IUSD"), to make facilities available at school sites for use by operators of child care programs, subject to compliance with Program Standards established by the ICCP and IUSD, and other terms and conditions. The ICCP desires to make a permanent classroom or classrooms available to Lessee, and Lessee desires to obtain the use of such permanent classroom(s) from the ICCP.

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

(A) Lessee shall be permitted to use the below-described permanent classroom(s) at the school site on the days and during the hours of operation generally described below:

PROVIDED, however, that Lessee shall submit a schedule of specific dates and hours of operation (determined from the IUSD calendar) to the ICCP, in writing, prior to the effective date of this Agreement. The dates and hours shall not exceed the General Hours of Operation and General Days of Operation described herein without the specific written approval of the school site principal and the ICCP and is attached hereto as Exhibit A.

GENERAL HOURS OF OPERATION (Monday-Friday):

1. Before School	6:30 a.m.
2. After School	6:30 p.m.
3. During School	As necessary to provide care for a.m./p.m. Kindergarten students.
4. School Holidays	6:30 a.m. through 6:30 p.m.
5. School Vacations	6:30 a.m. through 6:30 p.m.

GENERAL DAYS OF OPERATION (Monday-Friday)

- 1. Before, After, During School (hours outlined above) on School Days; and
- School Holidays (hours outlined above) All official IUSD School Holidays except the following:

 Thanksgiving, and the day after
 Christmas Eve, and Christmas Day
 New Year's Eve, and New Year's Day
 Martin Luther King Jr. Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 and
- 3. School Vacations:

Summer - Beginning on the third business day after the last day of the IUSD School Year and continuing through the fourth business day before the first day of school as designated by IUSD.

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing as designated by IUSD.

- (B) Programs Standards Compliance
 - 1. The Child Care Program operated by Lessee at the school site shall comply with standards and procedures set forth in the ICCP Quality Assessment Handbook, a copy of which Lessee has received.
 - 2. On an annual basis, a written recommendation will be provided to the ICCP Board regarding lease renewal based on the operation and compliance with the ICCP Quality Assessment Criteria. Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process have been resolved.
 - 3. If Lessee fails to correct the deficiencies by the date provided in writing, a 30day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP's Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

If the Lessee does not comply with the 30-day corrective action plan, staff will recommend to ICCP Board further action to be taken. The Lessee will be notified in advance of the ICCP Board meeting where recommendations will be addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria, notice shall be served of cancellation of the lessee's Agreement for Use of Facilities with the ICCP and demand to vacate ICCP property no later than <u>sixty (60) days</u> from the date of the ICCP Board meeting.

Nothing in this process shall preclude the ICCP from immediately terminating a provider's Agreement for Use of Facilities due to unsafe or dangerous conditions.

- 4. Lessee shall provide a list of names, addresses and phone numbers of families and children served in its program to the ICCP upon request.
- (C) The Lessee's use of the school site includes the following:
 - 1. Non-exclusive usage of the playgrounds, and other outdoor areas.
 - 2. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the facility during 6:30 a.m. to 6:30 p.m. hours of operation.
 - 3. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
 - 4. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD/ICCP.
- (D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:
 - Unusual Incident/Injury Reports;
 - Complaint Investigation Reports;
 - Facility Evaluation Reports;
 - Compliance Conference Summaries;
 - Requests to Alter Capacity; and
 - Change Director Designation and/or other license status changes.
- (E) Lessee shall operate in accord with all Local, County, State and Federal requirements for the licensing and operation of children's day care facilities and the

provision of transportation services.

- (F) In addition to the requirements of (E) above, Lessee shall meet the following requirements when providing transportation:
 - 1. Vehicles shall be California Highway Patrol approved.
 - 2. All drivers shall be 18 years of age or older.
 - 3. All drivers shall possess valid Class B driver's license.
 - 4. All vehicles shall be equipped with seat belts (excluding buses), first aid kits, fire extinguishers and reflector kits.
 - 5. All vehicles shall be insured per item V. (C) 3.
- (G) Lessee shall provide staff who shall be on-site and supervise all activities during the use of school site by Lessee and who meet California Administrative Code, Division Six, Title XII qualifications and Title V qualifications, when applicable.
- (H) Lessee shall agree to use the permanent classroom(s) and the school site for the exclusive purpose of providing child care and for no other purpose, intent, program, activity or event except for those associated with Lessee.
- (I) The ICCP agrees to provide only the following at the school site:
 - 1. Use of specified number of classrooms, as outlined in Table II. B. 1, during specified hours of operation.
 - 2. Restrooms: The ICCP will provide the Lessee with access to school restrooms, at the locations and in the number determined by IUSD Maintenance and Operations, in writing, to the Lessee.
 - 3. Exterior Lighting: ICCP will provide exterior lighting, in its sole discretion.
 - 4. Custodial Services: ICCP will provide custodial services and supplies as adopted in its annual budget. Lessee shall provide any additional custodial service necessary to maintain the permanent classroom(s), as a result of Lessee's use. Should ICCP determine, in its sole discretion, that additional custodial services are necessary due to Lessee's use, ICCP may provide such services if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
 - 5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted

pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee's use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.

- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP's satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.
- (J) Notice of Possessory Interest

The terms of this Agreement may result in the creation of a possessory interest in Lessee. If such possessory interest is vested in a private party to this Agreement, the private party may be subject to the payment of property taxes levied on such interest.

(K) Agreement Mere License

This agreement constitutes a mere license to use the permanently constructed classroom or classrooms, as set forth in Exhibit A hereto.

II. USE OF FACILITIES FEES

- (A) Lessee agrees to pay the ICCP per the minimum amount outlined in Table II. B. 1, per month, per classroom, for use of the facilities at the school site. The total monthly payment due is per Table II B. 1.
- (B) Lessee also agrees that the total annual amount paid to the ICCP shall be at least <u>per</u> <u>Table II. B. 1</u>, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

Table II. B. 1	
----------------	--

No, of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase	from the 2018	-19 rates	·

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III. METHOD OF PAYMENT

(A) Lessee shall remit license fees to the ICCP on a monthly basis. On or before the final monthly payment becomes due and payable for each license year, Lessee shall remit any additional sum necessary to raise the total annual payment to the amount provided in Section II. (B) above. <u>Payment is due on or before the first (1st) day of each month</u> and received no later than the fifteenth (15th) day of that month for the use of the permanently constructed classroom(s) in operation of the Lessee's child care program. Checks shall be payable and remitted to:

ATTENTION: TREASURER Irvine Child Care Project 5050 Barranca Parkway Irvine, CA 92604

IV. TERM

- (A) Lessee and the ICCP agree that the term of this agreement shall be for one year, unless terminated as provided in Section IV. (C).
- (B) This Agreement may be terminated without cause by the ICCP or Lessee by giving not less than sixty (60) days written notice to the other party.
- (C) Upon voluntary or involuntary termination of the program, costs incurred may be jointly shared as determined by an ICCP representative, an IUSD representative, and the agency provider.

V. LEGAL RESPONSIBILITIES

(A) Lessee shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed by Lessee or in any way affect operation of the program which Lessee operates by reason of this Agreement.

Lessee shall at all times observe and comply with all laws, ordinances and regulations and shall be responsible for compliance with all laws, ordinances and regulations.

(B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore Lessee agrees to comply with the Page 11 of 18

applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

Violation of the laws prohibiting discrimination will subject Lessee to all of the penalties imposed by law.

- (C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.
 - 1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

- 2. Commercial General Liability Insurance for bodily injury, property damage, and automobile liability including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
 - a) Be issued by an insurance company which is admitted to do business in the State of California.
 - b) Name and list the Irvine Child Care Project and the City of Irvine, their officers and employees as additional insured.

Name separately the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policy.

- c) Specify that it is the primary coverage for such insured's risks.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that this policy <u>may not</u> be cancelled nor materially changed except upon <u>thirty (30) days</u> prior written notice to the ICCP and IUSD of such cancellation or material change as evidenced by a return receipt for a registered letter addressed to the ICCP and IUSD."

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
- 3. Verification of auto liability must be provided as follows:
 - Bodily Injury \$100,000/300,000 per accident
 - Property Damage \$50,000 per accident
 - Medical Payments \$5,000 per accident
 - Un/under insured \$100,000/300,000 per accident
- 4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
- 5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.
- (D) Release, Indemnity and Insurance
 - 1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.
 - 2. Non-Liability of the ICCP. Lessee acknowledges that no ICCP Releasees shall be liable for any of the Claims.

- 3. Indemnification by Lessee. Lessee shall indemnify each and all of the ICCP Releasees against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with any of the Claims, whether or not there is concurrent negligence on the part of any ICCP Releasees; but Lessee shall not be required to indemnify, defend or hold harmless any ICCP Releasees from any Claim which arises from the sole negligence or willful misconduct of an ICCP Releasee in connection therewith:
 - 3.1 Lessee shall defend any action or actions filed in connection with any of such Claims, and shall pay all costs and expenses, including attorney's fees, incurred in connection therewith.
 - 3.2 Lessee shall promptly pay any judgment rendered against Lessee or any ICCP Releasees covering any such Claim, and Lessee shall save and hold each and all of the ICCP Releasees harmless there from.
 - 3.3 In the event any ICCP Releasee is made a party to any action or proceeding filed or prosecuted against Lessee for any Claim, Lessee shall pay to the ICCP any and all costs and expenses incurred by any ICCP Releasees in such action or proceeding, together with reasonable attorney's fees
- (E) In the event the ICCP Releasees, or any of them, shall become a party in an arbitration proceeding, either voluntarily or involuntarily with regard to the subject of this Agreement for which indemnification may be required of Lessee pursuant to paragraphs (D) above, Lessee shall, upon receipt of written notice from Indemnitees, or any of them, become a party to such arbitration proceeding for all purposes, unless this provision is waived in writing by the Releasees, or any of them so affected.
- (F) In the event Lessee subcontracts or assigns any portion of the Lessee's right of duties under this Agreement, Lessee shall require its subcontractor or assignee to comply with the terms of this Section V, in the same manner as required of Lessee.
- (G) Lessee specifically covenants and agrees that, as a condition of ICCP allowing Lessee to leave personal property and equipment in the permanent classroom(s) during such times and on those days when the Lessee is not licensed to use such premises, the Indemnification provisions herein will apply to, inter alia, such personal property and equipment.

VI. NOTICES

Any notices required to be given hereunder shall be in writing with copies as directed herein and shall be personally served or given by mail. Any notice given

by mail shall be deemed given when deposited in the United States mail, certified and postage prepaid, addressed to the party to be served as follows:

TO ICCP:	Attention: Treasurer Irvine Child Care Project 5050 Barranca Parkway
	Irvine, CA 92604
TO LESSEE:	Rick Porter Rainbow Rising Child Development Center 2154 Monterey Blvd. #B Hermosa Beach, CA 90254

VII. ATTORNEY'S FEES

If any action at law or in equity, including an action in declaratory relief, is brought to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the Court in such litigation, or in a separate suit, shall award the prevailing party in any suit, reasonable costs and expenses, including attorney's fees. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith, in addition to any other relief to which that party may be entitled.

VIII. ASSIGNMENT: SUBCONTRACTORS

No assignment of any duty or obligation of performance shall be made in whole or in part by Lessee without the prior written consent of the ICCP. Any such subcontract or assignment without such consent shall be void and shall, at the option of the ICCP, terminate this Agreement. The ICCP may employ additional consultants as it deems necessary to work with Lessee any time during the term of this contract.

IX. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

X. EXTENT OF AGREEMENT

This Agreement represents the entire integrated Agreement between the ICCP and Lessee and supersedes all prior negotiations, representatives or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ICCP and Lessee.

IRVINE CHILD CARE PROJECT

LESSEE

Rainbow Rising Child Development Center

By:					
President,	Irvine (Child	Care	Project	

DATED:

By:______ Rick Porter

TITLE: <u>President of Board</u>

MAILING ADDRESS:

Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254

PHONE:

Work: (310) 379-4912

Home: (310) 318-0880

SITE: Cadence Park School

750 Benchmark, Irvine, CA 92618

Email: rainbowriver@rainbowrising.org

EXHIBIT A

Schedule of Dates and Hours of Operation 2019-20 School Year

Provider: Rainbow Rising Site: Cadence Park School

Days per Week Facility is Open: <u>M-F</u> Hours: <u>7:00 a.m. – 6:00 p.m.</u>

Circle the days the program will <u>not</u> be open:

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EXHIBIT B

Workers' Compensation Insurance Coverage Certification

Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Date

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

LESSEE

Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254

By: _____

Name: Rick Porter

Title: _____ President of Board

SITE: Cadence Park School

750 Benchmark, Irvine, CA 92618

BUSINESS

ITEM 1

IRVINE CHILD CARE PROJECT

TOPIC:

IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FY 2019-20

DESCRIPTION: Submitted for the Board's review and approval is the proposed ICCP Budget for FY 2019-20 with Multi Year Budget Projection.

RECOMMENDATION: Approve ICCP Budget for FY 2019-20.

ICCP/Fogarty Board Agenda June 10, 2019

Statement Of Revenues, Expenditures, and Changes Irvine Child Care Project (A California Joint Powers Authority)

Proposed Budget FY 2019-20 with Multi Year Budget Projection - No Rent Increase

			and the second se		
2	2018-19	2019-20	2020-21	2021-22	2022-23
OPERATING FUND	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
ICCP - Regular Programs					
COST CENTER 005710					

•

REVENUE

8650 Portable Fees Cnty	\$1,789,167	\$1,879,922 (1)	\$1,957,712 (1)	\$1,970,677 (1)	\$1,970,677 (1)
8660 Interest Income Cnty	\$45,980	\$48,312	\$50,311	\$50,644	
Total Revenue:	\$1,835,147	\$1,928,234	\$2,008,023	\$2,021,321	\$2,021,321
OPERATING EXPENDITURES		<u>.</u>			
4305 Program Supplies	\$1,600	\$1,800	\$1,800	\$1,800	\$1,800
4305 Safety & Security	\$72,000	\$4,595 (9)	\$4,620 (9)	\$1,500 (9)	\$9,787 (9)
4306 M & O Repairs done by IUSD	\$35,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$82,258	\$84,158	\$86,058	\$86,058	\$86,058
5500 Utilities (\$7,262.79X12)	\$87,153	\$87,153	\$87,153	\$87,153	\$87,153
5601 Non-Cap Site/Bldg Improve./Rehab	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000
5811 Consultants	\$27,000	\$27,000 (8)	\$27,000 (8)	\$27,000 (8)	\$27,000 (8)
5817 Scholarships	\$2,500	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$1,500	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$9,100	\$9,100	\$9,100	\$9,100	\$9,100
5861 Facilities & Financial Support / IUSD	\$75,000	\$80,000	\$80,000	\$80,000	\$80,000
5862 Custodial Services	\$437,512	\$533,435 (2)	\$544,631 (2)	\$557,502 (2)	\$571,049 (2)
5864 Program Coordination / City	\$299,000	\$344,000 (6)	\$378,400 (7)	\$416,240 (7)	\$457,864 (7)
Total Operating Expenditures:	\$1,159,623	\$1,283,441	\$1,330,962	\$1,378,553	\$1,442,011
Total Excess (Deficiency):	\$675,524	\$644,793	\$677,061	\$642,769	\$579,311
CAPITAL EXPENDITURES	~	~			
6210 Building Improvement / \$5K Threshold	\$75,000	\$125,000	\$125,000	\$125,000	\$125,000
6230 Portables (Replacement/New)	\$425,000	\$0	\$0 (3)	\$0	\$0
5862 Custodial Vehicles	\$0	\$70,000 (4)	\$0	\$35,000 (4)	\$35,000 (4)
7439 Debt Service	\$135,173	\$135,173 (5)	\$135,173	\$135,173	\$135,173
Total Capital Expenditures:	\$635,173	\$330,173	\$260,173	\$295,173	\$295,173
Net Increase (Decrease):	\$40,351	\$314,620	\$416,888	\$347,596	\$284,138
Beginning Balance, July 1	\$1,965,653	\$2,006,004	\$2,320,624	\$2,737,512	\$3,085,108
Ending Balance, June 30	\$2,006,004	\$2,320,624	\$2,737,512	\$3,085,108	\$3,369,246
Components of Ending Balance: Capital Facilities (Modular Replacement) Reserve	\$1,952,160	\$2,272,216	\$2,689,778	\$3,034,896	\$3,317,130

\$3,317,130 \$52,116

\$3,034,896 \$50,212

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3% Operation Reserve

S 2018-19 2019-20 2020-21 2021-22 202 Retinnated Proposed Projected Projected Projected Projected Actuals Budget Budget Budget Budget Budget Budget memis \$237,902 \$237,602 \$237,602 \$237,602 \$237,600 \$237,600 \$2667,196 \$2667,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$567,196 \$5667,196 \$567,196	st Proposed Budget FY 201	(A California Join tatement Of Revenues 9-20 with Multi	(A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes get FY 2019-20 with Multi Year Budget Projection - No Rent Increase	^{anges} jection - No Rent	t Increase	
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\$667,196 \$607,100 \$800,000	8660 Interest	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
S667,196 S60,000 S80,000	Total Revenue:	\$667,196	\$667,196	\$667,196	\$667,196	\$667,196
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ue (Carry-over): \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Total Expenditures:	\$667,196	\$667,196	\$667,196	\$667,196	\$667,196
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\$47,157 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$50,000 \$130,00	8689 All Other Fees & Contracts	\$82,843	\$80,000	\$80,000	\$80,000	\$80,000
\$130,000 \$130,000 <th< td=""><td>8699 Other Local Revenue/CDBG</td><td>\$47,157</td><td>\$50,000</td><td>\$50,000</td><td>\$50,000</td><td>\$50,000</td></th<>	8699 Other Local Revenue/CDBG	\$47,157	\$50,000	\$50,000	\$50,000	\$50,000
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Ind Balance (U): \$0 \$0 \$0 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,196 \$797,06 \$797,196 \$797,196 \$797,196 \$797,196 \$797,06 \$797,196 \$797,196 \$797,196 \$797,196 \$797,06 \$797,196 \$797,196 \$797,196 \$797,196 \$0 \$0 \$0 \$0 \$0 \$2,006,004 \$2,737,512 \$3,085,108 \$3,369,2	Total Expenditures:	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
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ency): \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	REVENUE EXPENDITIRES	\$797,196 \$797 196	\$797,196 \$797 196	\$797,196 \$797 196	\$797,196 \$797_196	\$797,196 \$797 196
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\$2,006,004 \$2,320,624 \$2,737,512 \$3,085,108	Beginning Balance, July 1 Ending Balance, June 30	\$0 \$0	\$0 \$	0\$ \$	\$0 \$0	\$0 \$0
	TOTAL ICCP FUND BALANCE:	\$2,006,004	\$2,320,624	\$2,737,512	\$3,085,108	\$3,369,246

Irvine Child Care Project

(3) FY 2020-21 developer to supply permanent structure for ICCP facilities @ new K-8 School in The Great Park. School to open FY 2020-21 (2) Projected 2% increase for step in column & benefit increases of custodial salaries. Increased custodial supplies \$2k annually starting with new K-8 @ Great Park. In addition IUSD staff received a 2.95% raise FY 2018-19 which is now calculated as the new salary for FY 2019-20 FY 2019-20. Increase custodial budget in FY 2019-20 \$48k for 2 additional part-time custodial positions for Cadence Park, Loma Ridge and (5) Continue debt payment for custodial equipment for another 5 years @ \$8,100/year for a total of \$40,500 FY 2019-20 thru FY 2023-24. (4) Projected FY 2019-20 \$70k for 2 additional work vans for custodial staff for Cadence Park, Loma Ridge, and new K-8 @ Great Park. (9) Additional AED units for new sites and AED maintenance items (Pads, batteries, etc.) Restroom Card Keys, Lock Down Button for a. 10 months of rental income for Loma Ridge (second elementary @ Portola Springs) opening fall 2019-20 equals \$64,825 a. 10 months of rental income for K-8 @ The Great Park (third K-8 @ The Great Park) opening fall 2020-21 equals \$64,825 (6) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff Proposed Budget FY 2019-20 with Multi Year Budget Projection - No Rent Increase (7) Projected 10% increase for Program Coordination each year from 2020-21 thru 2022-23 (1) Rental income increase for new site portables projected on assumed start dates below: Starting FY 2021-22 projecting \$35k each year to replace out dated custodial work vans. Plus yearly payment for purchase of portables from IUSD = \$127,073 ends June 2024 Beacon Park and potential replacement or addition of one security radio per year. (6) Projected 10% increase; includes \$25K for Quality Assessment Consultant Budget Assumptions

Statement Of Revenues, Expenditures, and Changes

Irvine Child Care Project (A California Joint Powers Authority)

Memo

Irvine Child Care Project Board To:

Darin Loughrey, Community Services Manager From:

June 10, 2019 Date:

June 10, 2019 Irvine Child Care Project Agenda – Errata for Board Re: Business Item 1, Irvine Child Care Project Proposed Budget for FY 2019-20

Subsequent to the posting of the June 10, 2019 Irvine Child Care Project agenda packet, Board Business Item 1, Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes spreadsheet, has been updated and is attached.

Attachment

Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes

Irvine Child Care Project

(A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2019-20 with Multi Year Budget Projection - No Rent Increase

	2018-19	2019-20	2020-21	2021-22	2022-23
OPERATING FUND	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
ICCP - Regular Programs					
COST CENTER 005710					

REVENUE

9660 Dortable Fees Caty	£1 700 167	\$1 870 079 (4)		\$1 070 677 (4)	@1 070 677 /1/
OUCH FUILING FOR CITY	\$1,703,107	(1) 776,610,10	(1) 71 7.102.10	(1) 110'010'10	(1) 110,010,10
8660 Interest Income Cnty	\$45,980	\$48,312	\$50,311	\$50,644	\$50,644
Total Revenue:	\$1,835,147	\$1,928,234	\$2,008,023	\$2,021,321	\$2,021,321
OPERATING EXPENDITURES					
4305 Program Supplies	\$1,600	\$1,800	\$1,800	\$1,800	\$1,800
4305 Safety & Security	\$72,000	\$4,595 (9)	\$4,620 (9)	\$1,500 (9)	\$9,787 (9)
4306 M & O Repairs done by IUSD	\$35,000	\$40.000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$82,258	\$84,158	\$86.058	\$86,058	\$86,058
5500 Utilities (57,262.79X12)	\$87,153	\$87,153	\$87,153	\$87,153	\$87,153
5601 Non-Cap Site/Bldg Improve./Rehab	\$30,000	\$40,000	\$40,000	\$40,000	\$40.000
5811 Consultants	\$27,000	\$27,000 (8)	\$27,000 (8)	\$27,000 (8)	\$27,000 (8)
5817 Scholarships	\$2,500	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$1,500	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$9,100	\$9,100	\$9,100	\$9,100	\$9,100
5861 Facilities & Financial Support / IUSD	\$75,000	\$80,000	\$80,000	\$80,000	\$80,000
5862 Custodial Services	\$437,512	\$533,435 (2)	\$544,631 (2)	\$557,502 (2)	\$571,049 (2)
5864 Program Coordination / City	\$299,000	\$344,000 (6)	\$378,400 (7)	\$416,240 (7)	\$457,864 (7)
Total Operating Expenditures:	\$1,159,623	\$1,283,441	\$1,330,962	\$1,378,553	\$1,442,011
Total Excess (Deficiency):	\$675,524	\$644,793	\$677,061	\$642,769	\$579,311
CAPITAL EXPENDITURES					
6210 Building Improvement / \$5K Threshold	\$75,000	\$125,000	\$125,000	\$125,000	\$125,000
6230 Portables (Replacement/New)	\$425,000	\$0	\$0 (3)	\$0	\$0
5862 Custodial Vehicles	S0	\$70,000 (4)	\$	\$35,000 (4)	\$35,000 (4)
7439 Debt Service	\$135,173	\$135,173 (5)	\$135,173	\$135,173	\$135,173
Total Capital Expenditures:	\$635,173	\$330,173	\$260,173	\$295,173	\$295,173
Net Increase (Decrease):	\$40,351	\$314,620	\$416,888	\$347,596	\$284,138
Beginning Balance, July 1	\$1,339,078	\$1,379,429	\$1,694,049	\$2,110,937	\$2,458,533
Ending Balance, June 30	\$1,379,429	\$1,694,049	\$2,110,937	\$2,458,533	\$2,742,670
Components of Ending Balance: Capital Facilities (Modular Replacement) Reserve	\$1 325 585 \$	\$1 645 641	\$2 063 203	\$2,408,321	\$2,690,555
3% Oneration Becerve	\$53 844	\$48 408	\$47 734	\$50.212	\$52 116

Irvine Child Care Project

(A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2019-20 with Multi Year Budget Projection - No Rent Increase

	2018-19	2019-20	2020-21	2021-22	2022-23
GRANT PROGRAM FUNDS	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
STATE CBANTICOD					

SIAIE GRANT/CDD COST CENTER 005501

REVENUE

	220	•	•	\$	
\$0	\$0	\$0	\$0	\$0	Deferred Revenue (Carry-over):
\$667,196	\$667,196	\$667,196	\$667,196	\$667,196	Total Expenditures:
\$667,196	\$667,196	\$667,196	\$667,196	\$667,196	5810 Serv./Contracts
					EXPENDITURES
\$667,196	\$667,196	\$667,196	\$667,196	\$667,196	Total Revenue:
\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	8660 Interest
\$426,694	\$426,694	\$426,694	\$426,694	\$426,694	8590 Other State Revenue
\$237,902	\$237,902	\$237,902	\$237,902	\$237,902	8290 Child Development Apportionments

LOCAL GRANT / Irvine Childrens Fund (ICF)

COST CENTER 005712

REVENUE

8689 All Other Fees & Contracts	# \$P\$ # \$P\$ \$P\$ #	\$82,843	\$80,000	\$80,000	\$80,000	\$80,000
8699 Other Local Revenue/CDBG		\$47,157	\$50,000	\$50,000	\$50,000	\$50,000
Total Revenue:		\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
EXPENDITURES						
5817 Scholarships		\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
Total Expenditures:		\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
	Fund Balance (U):	\$0	\$0	\$0	SO	\$0
GRANT PROGRAM FUND SUMMARY	MMARY					
REVENUE		\$797,196	\$797,196	\$797,196	\$797,196	\$797,196
		001 1010	CON LOLO	001 1010	001 10LU	001 F0F#

REVENUE EXPENDITURES	\$797,196 \$797,196	\$797,196 \$797,196	\$797,196 \$797,196	\$797,196 \$797,196	\$797,196 \$797,196
Total Excess (Deficiency):	0\$	\$0	\$0	\$0	\$0
Beginning Balance, July 1	0\$	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
TOTAL ICCP FUND BALANCE:	\$1,379,429	\$1,694,049	\$2,110,937	\$2,458,533	\$2,742,670

(Operating Fund + Grant Program Funds)

Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes Proposed Budget FY 2019-20 with Multi Year Budget Projection - No Rent Increase

Budget Assumptions

(1) Rental income increase for new site portables projected on assumed start dates below:

(3) FY 2020-21 developer to supply permanent structure for ICCP facilities @ new K-8 School in The Great Park. School to open FY 2020-21 (2) Projected 2% increase for step in column & benefit increases of custodial salaries. Increased custodial supplies \$2k annually starting with new K-8 @ Great Park. In addition IUSD staff received a 2.95% raise FY 2018-19 which is now calculated as the new salary for FY 2019-20 FY 2019-20. Increase custodial budget in FY 2019-20 \$48k for 2 additional part-time custodial positions for Cadence Park, Loma Ridge and (4) Projected FY 2019-20 \$70k for 2 additional work vans for custodial staff for Cadence Park, Loma Ridge, and new K-8 @ Great Park. a. 10 months of rental income for Loma Ridge (second elementary @ Portola Springs) opening fall 2019-20 equals \$64,825 a. 10 months of rental income for K-8 @ The Great Park) opening fall 2020-21 equals \$64,825

(5) Continue debt payment for custodial equipment for another 5 years @ \$8,100/year for a total of \$40,500 FY 2019-20 thru FY 2023-24. Starting FY 2021-22 projecting \$35k each year to replace out dated custodial work vans. Plus yearly payment for purchase of portables from IUSD = \$127,073 ends June 2024

(6) Projected 10% increase; includes \$25K for Quality Assessment Consultant

(7) Projected 10% increase for Program Coordination each year from 2020-21 thru 2022-23

(8) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff

(9) Additional AED units for new sites and AED maintenance items (Pads, batteries, etc.) Restroom Card Keys, Lock Down Button for Beacon Park and potential replacement or addition of one security radio per year. ITEM 2

IRVINE CHILD CARE PROJECT

TOPIC:

IRVINE CHILD CARE PROJECT (ICCP) PROPOSED GOALS FOR FY 2019-20

DESCRIPTION:

Submitted for the Board's review and discussion are the proposed ICCP Goals for FY 2019-20. The goals are broken down into the following categories:

- Board
- Finances
- Scholarships
- Program Quality
- Facilities

RECOMMENDATION:

Approve ICCP Proposed Goals for FY 2019-20.

ICCP/Stubbler Board Agenda June 10, 2019 IRVINE CHILD CARE PROJECT (ICCP) GOALS/ACTION PLAN 2019-20

	ACTION	RESPONSIBLE PARTY
Board		
 Meetings 	Prepare meeting agendas and provide Administrator and Facilities and Budget reports.	City Of Irvine (COI) ICCP program admin and Irvine Unified School District (IUSD) fiscal services
Communication	Provide additional verbal or written communication as appropriate.	COI ICCP program admin
• Tours	Conduct annual tour of sites for Board Members at the October ICCP Board Meeting.	COI ICCP program admin
 Facilities/Finance 	Explore opportunities for financial support of ICCP from development partners.	ICCP Board and IUSD Chief Financial Officer (CFO)
Finances		
 Budget Preparation 	Develop and monitor ICCP budget.	IUSD fiscal services
Accounts Receivable/Payable	Facilitate deposits and payments for ICCP.	IUSD fiscal services
 Audit 	Coordinate annual audit.	IUSD fiscal services
 Insurance 	Facilitate and maintain ICCP insurance policies and payments.	IUSD fiscal services
 Lease 	Prepare and monitor annual lease documents.	IUSD fiscal services
Scholarships		
Irvine Child Care Project	Research alternative scholarship payment structures and eligibility requirements to determine potential costs to ICCP and benefits to applicants.	COI ICCP program admin
 Irvine Children's Fund (ICF) 	Provide client intake and ensure all necessary documentation is received. Assess eligibility based on CDBG and ICF requirements. Prepare written communication to clients and ICCP site directors to notify of scholarship status. Prepare monthly and quarterly scholarship reports. Attend events and meetings as necessary.	COI ICCP program admin; ICF
 Irvine Child Care Project 	Identify ICF scholarship applicants who are not currently able to provide all documentation required for on-going funding due to experiencing a transition/emergency situation. Award funds in the amount of \$500 per child to temporarily assist with tuition funding until necessary documentation can be provided for ICF scholarship. In the event that all ICF funds are expended and qualifying families remain, ICCP scholarship funds will be allocated using eligibility criteria consistent with ICF policies and procedures.	COI ICCP program admin
 State Grant Contract 	Facilitate administration of the State Grant, including subcontract agreement,	COI ICCP program admin
*Proposed additions for	*Proposed additions for 2019-20 are indicated in bold italic Page 1 of 4	

IRVINE CHILD CARE PROJECT (ICCP) GOALS/ACTION PLAN 2019-20

	submission of Continued Funding Application guarterly and applied reports	
 Grants 		COI ICCP program admin
Program Quality		
Administration	Revise ICCP Grievance Policy.	COI ICCP program admin
 Assessment 	Conduct a Request for Proposal to select a consultant to provide quality assessment services beginning in FY 2019-20.	COI ICCP program admin/financial services
	Conduct orientation and training for selected consultant.	COI ICCP program admin
	Monitor program quality by facilitating the on-going assessment process which includes: an annual site review, one or more unannounced visits to each ICCP site and submission of detailed Program Quality Notebook by each of the 28 ICCP sites.	COI ICCP program admin
	Ask each elementary school principal to provide feedback on the program located on their campus by completing a Principal Questionnaire annually in conjunction with site review.	COI ICCP program admin
	Provide responses received on Principal Questionnaire forms to ICCP Board.	COI ICCP program admin
4	Schedule an annual visit and at least 1 unannounced visit by a member of the Program Assessment Review Committee or ICCP Quality Assessment contractor to each of the 28 ICCP sites.	COI ICCP program admin
	Conduct site visits which include: program observation, completion of assessment tool and exit interview with site director.	PARC/ICCP Quality Assessment Contractor
	Create written summaries of site visits (annual site review and unannounced visits) including descriptive feedback, any items requiring documentation or follow-up, feedback from school site principal as well as commendation and/or enhancement suggestions and distribute to site director and agency representative.	COI ICCP program admin
	Make recommendations to ICCP Board regarding site program lease renewal.	PARC/ICCP Quality Assessment Contractor
	Schedule additional visits and monitor follow-up with individual sites as needed.	COI ICCP program admin
	Assess Program Assessment Review structure and procedures to determine best methods for ensuring program quality and compliance to support program growth.	COI ICCP program admin

*Proposed additions for 2019-20 are indicated in bold italic Page 2 of 4

	Review the 28 ICCP Program Quality Notebooks submitted by each site to ensure all items necessary for compliance are included.	COI ICCP program admin
	Review the Quality Assessment Process, Tools, Notebook Form, Handbook annually and revise to incorporate criteria ensuring all staff members are wearing ICCP identification badges daily and participating in professional development activities each year.	COI ICCP program admin
 Enhancement 	Enhance ICCP program quality by participating in collaborative partnerships to provide support and training to program staff.	COI ICCP program admin
	Provide professional development opportunities through quarterly ICCP Director Forums and an annual all-city training event - Super Saturday: For School-Age Care and Education Professionals.	COI ICCP program admin
	Ensure ICCP child care programs are included in IUSD campus lock down drills.	IUSD risk management
	Work with IUSD School Readiness Program to promote collaboration between child care programs and campus Transitional Kindergarten and Kindergarten teaching staff through Kindergarten Articulation meetings.	COI ICCP program admin
	Promote awareness of provider and parent education resources available at the City of Irvine's Child Resource Center and on the City of Irvine's website.	COI ICCP program admin
	Administer ICF Site Grant program which awards \$1,000 to each ICCP site annually for the purchase of materials, equipment or additional educational opportunities benefitting all children attending.	COI ICCP program admin
 Expansion 	Facilitate Provider Selection and State Licensing processes for new Loma Ridge School opening August 2019.	COI ICCP program admin
	School in the Great Park opening August 2020.	
 Outreach 	Promote awareness of ICCP programs, partnerships and financial assistance available through City of Irvine website and distribution of marketing materials at City and community events, ICCP sites, Irvine preschools and elementary schools as appropriate.	COI ICCP program admin
Facilities		un:
Custodial	Provide and monitor custodial services; communicate with site directors and respond to related provider concerns.	IUSD facilities

*Proposed additions for 2019-20 are indicated in bold italic Page 3 of 4

•	Maintenance	Place and monitor work orders for site repairs as needed to preserve facilities and maintain quality spaces for child care programs; IUSD to bill ICCP for labor and materials.	IUSD facilities
•	Facility Needs Assessment	Conduct annual comprehensive assessment of child care portables. Create annual rehabilitation/replacement plan, based on findings of facility assessment.	IUSD facilities; COI ICCP program admin
•	Expansion Needs Assessment	Survey ICCP sites to determine the total number students on their wait list at the end of each school year that were not enrolled in the program. This information will be provided to the ICCP Board each September and utilized to prioritize facility assessments for the following school year.	COI ICCP program admin
		Assess IUSD elementary school sites to determine the feasibility of adding a child care portable based on end of school year wait list survey.	IUSD facilities
•	Rehabilitation	Implement annual rehabilitation/replacement plan as approved by ICCP Board. Materials and labor costs reimbursed by ICCP.	IUSD facilities COI ICCP program admin
•	Modular Purchases	Facilitate installation of new modular unit to replace old (no longer viable) unit. None at this time.	IUSD facilities
• /	Campus Construction/ Temporary Relocations	Facilitate cooperation and coordination between IUSD and child care providers during Measure E, summer modernization and rehabilitation projects at school sites.	COI ICCP program admin; IUSD facilities
		Facilitate State Licensing process for sites that are required to relocate or change license due to campus construction.	COI ICCP program admin
•	New Schools and School Closures	As needed, identify and plan for the purchase and installation or relocation of modular units for new school sites.	IUSD facilities
		New K-8 School in the Great Park opening August 2020.	
•	Technology	Ensure ICCP child care programs can access the internet wirelessly through- IUSD technology infrastructure. The two remaining sites (Springbrook and Westpark) will be transitioned during their campus modernization project.	IUSD information technology

*Proposed additions for 2019-20 are indicated in bold italic Page 4 of 4

ITEM 3

IRVINE CHILD CARE PROJECT

TOPIC:

IRVINE CHILD CARE PROJECT (ICCP) FY 2018-19 GENERAL CHILD CARE AND DEVELOPMENT (CCTR) SCHOOL AGE GRANT PROGRAM SELF-EVALUATION

DESCRIPTION: ICCP staff has submitted the Program Self-Evaluation for the CCTR School Age Grant for FY 2018-19 to the California Department of Education. A copy is attached for the Board's information.

RECOMMENDATION:

Submitted for the Board's information

ICCP /Stubbler Board Agenda June 10, 2019



Program Self-Evaluation Fiscal Year 2018–19

1. Contractor Legal Name (Full Spelling of Legal Name required. Acronyms or site names not accepted): Irvine Child Care Project

2. Four-Digit Vendor Number:

- Q553
- 3. Program Director Name (as listed in the Child Development Management Information System [CDMIS]):

Teresa Stubbler

- 4. Program Director Phone Number: 949-724-6635
- 5. Program Director Email: tstubbler@citvofirvine.org
- 6. Statement of Completion:

I certify that an annual plan has been developed and implemented for the Program Self-Evaluation (PSE) that includes the use of the Program Review Instrument (PRI), age appropriate Environment Rating Scales, Desired Results Parent Survey, Alternative Payment and/or Resource and Referral Parent Survey, and the Desired Results Development Profile for

all applicable contract types, per California Code of Regulations, Title 5 (5 CCR), Section 18279. I also certify that all documents required as part of the PSE have been completed and are available for review and/or for submittal upon request.

Program Review Instrument (https://www.cde.ca.gov/ta/cr/proginst201819.asp) includes:

- - ✓ Desired Results Developmental Profile (PRI Item 8)
- ✓ Desired Results Parent Survey (Center-based Contracts, PRI Item 9)
 - ✓ Parent Survey (Alternative Payment and/or Resource and Referral Contracts, PRI Item 9)
 - ✓ Age Appropriate Environment Rating Scales (PRI Item 18)
- 7. Signature of Program Director, as listed in the CDMIS (Wet signature): VIONA
- 8. Date of Signature: 05/30/19
- 9. Name and Title of contact person completing the PSE: Alison Michel-Hall, Senior Program Quality Director
- 10. Contact Person Telephone number: (949) 553-4443
- 11. Contact Person Email Address: amichel-hall@cdicdc.org
- 12. NOTE: See instructions for submission of the PSE.

Summary of Program Self-Evaluation Fiscal Year 2018–19

13. In accordance with Title 5 *California Code of Regulations* (5 *CCR*), Section 18279(b)(3), provide an assessment, in narrative format, summarizing the:

A) Staff and

B) Board member participation, in the PSE process.

Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

Families, teaching staff, Site Supervisors, Program Directors, Contract Managers and the Education Team work in partnership to complete the self-evaluation process. The process runs from July to May. This year the dates are July 1, 2018 to May 31, 2019.

Our families give their feedback about the program by completing the parent surveys. This data transfers to the Parent Survey Summary of Findings.

The teaching staff assess the children's developmental skills and needs by completing the Developmental Profiles. They share their findings by using the Child's Developmental Progress Form during parent conferences. Both the results from the assessments and the information collected from the families are combined to complete the Developmental Profiles Summary of Findings.

Site Supervisors, teaching staff, Program Directors, and the Education Team work in partnership to complete and summarize the information from the Environmental Rating Scale for each program. Next, they list the items scoring below a 5 on the Environmental Rating Summary of Findings and create goals. If no items score below a five, they list two or more items scoring below a seven on the summary.

Site Supervisors, Program Directors, Senior Contracts Managers and the Education Team compile all summaries from the programs, noting the common thread throughout the programs. From these trends, program goals are developed. This information is used to write a comprehensive Program Self-Evaluation.

The Program Self-Evaluation is presented for review to the Irvine Child Care Project (ICCP) Board of Directors either prior to or after submitting the Program Self Evaluation to the California Department of Education (CDE), Early Education and Support Division (EESD) at the next regular scheduled ICCP boarding meeting.

14. In accordance with 5 CCR, Section 18279(b)(5), provide a summary of the program areas that:

A) Did not meet standards and

B) A list of tasks needed to improve those areas.

Summary is to include all contract types for your agency. Answers are not limited to space provided. Attach additional (Word document) sheets as necessary.

Desired Results Developmental Profile

School Age

Area of improvement: 50% of children had an average rating of Understanding in Self and Social Development (Conflict Negotiation)

Our educational goal is to help children resolve conflicts by proposing solutions that address the desire or rights of everyone in the group. Teachers will help increase awareness of other's feelings and experiences, ability to control impulses based on what's right or fair, and consider the interests and needs of others. Teachers will incorporate planned learning opportunities into the daily schedule where they will ask "what would you do" scenarios where children can role-play. Teachers will utilize Positive Behavioral Intervention and Support (PBIS) strategies at each site based on the individual elementary school. These strategies will help resolve conflicts and promote problem solving amongst peers. Teachers will help children create solutions by utilizing the problem solving steps. To encourage consideration of everyone's rights and feelings, teachers will post the problem solving steps for children to see and utilize daily. Teachers will model the six steps of problem solving for children and encourage older children to refer to the steps when they are working out problems with their peers. Teachers will also provide literature on the six steps of problem solving as a resource for families

School Age

Area of improvement: Math and Reasoning Activities

Our average subscale score was 4.67. We did not have a variety of age-appropriate math/reasoning games and activities accessible for free choice daily. Site Supervisors will purchase math/reasoning games for the different age groups served. Teachers will encourage children to try new math games and encourage the children to teach one another. Staff will encourage children to practice math/ reasoning skills during Academic Enrichment time by providing STEM activities to expand critical math and

- 15. In accordance with 5 CCR, Section 18279(b)(6), provide a summary of program areas that:
 - A) Met standards and
 - B) Explains the procedures for ongoing monitoring to ensure that those areas continue to meet standards.

Summary is to include all contract types for your agency. Answers are not limited to

space provided. Attach additional (Word document) sheets as necessary.

Our daily schedule and routines provide opportunities through child initiated activities for children to explore their interests. Parents are encouraged to be involved by sharing skills and expertise. Staff continues to use input from families, children and school and community partners when planning curriculum and environmental enrichments (both indoor and outdoor). We will continue to self-evaluate every six months to ensure success.

Environmental Rating Scale

School Age

We do the SACERS at the beginning and the end of the year to ensure we are meeting the needs of the children and families in our programs.

Parent Survey

They are satisfied with the quality of our school age programs. Parents are invited to be part of the Parent Advisory Committee and staff continue to use input from families and community partners to plan curriculum and enrichments for the classroom.

Ongoing Monitoring

Monitoring of the programs include monthly center wide team meetings. During these meetings, the team will check in on progress, update action plan steps, and provide trainings as needed. Centers hold parent meetings to support accountability. CDC holds continuous program quality improvement and evaluation as a foundational pillar for program quality. We see continuous program quality improvement as an ongoing four step cycle of Plan-Do-Check-Adjust. This process helps program staff intentionally and continuously improve their practices.

14. In accordance with 5 *CCR*, Section 18279(b) (5), provide a summary of the program areas that:

A) Did not meet standards and

B) A list of tasks needed to improve those areas.

(continued)

Environmental Rating Scale

School Age

Area of improvement: Math and Reasoning Activities

reasoning skills. Children will practice math by predicting, comparing/contrasting, and charting results in daily activities and clubs. Teachers will provide math/reasoning activities both indoor and outdoor for children to explore. Staff will also explore the CDC Virtual library that provides a variety of resources, strategies, and ideas to use to develop the curriculum.

Parent Survey

44% of parents say they would like more information on how to find other services in the community. To increase parent's awareness of services in the community, Site Supervisors will attach resources to each newsletter. Centers will make sure that parents have information on Help Me Grow and 211, which is an informational resource line for Orange County. Parents will be able to call, share their needs, and be directed to the services available in the community. We will provide informational brochures from the City of Irvine and Children's Home Society and services that they provide. A parent resource binder will be updated as new information is gathered. CDC will also research services in the community and invite representatives out to train and share community resources with Site Supervisors.

Professional Growth

Teachers will continually review and reflect on the age group educational goals as a team to understand and develop strategies that will foster children's growth and development. They will meet twice a year to review summary of finding results and collaborate on their center's goals for the year. We will also provide online learning and webinar opportunities that support concept development for staff.

15. In accordance with 5 *CCR*, Section 18279(b)(6), provide a summary of program areas that:

A) Met standards and

B) Explains the procedures for ongoing monitoring to ensure that those areas Conti1nue to meet standards.

(continued)

CDC has established internal evaluation tools and resources to support program growth and implementation of best practices, known as our Program of Excellence. Twice a year, every CDC center is assessed to insure a foundational level of program quality using CDC's Assessment and Compliance tool (APC). APC data is collected and used to provide targeted training and technical support to centers. Centers who complete all measures of the APC are advanced to the next step in the Program of Excellence, the Compliance Quality Profile (CQP). This detailed assessment tool blends current best practices, national quality indicators and CDC's program philosophy and influences. Centers are visited annually by CDC's Program Quality Managers, participate in a reflective feedback session, and receive a percentage-met score. This process has been in practice for the past five years, and is evaluated yearly for stakeholder feedback. Centers who participate in the CQP process consistently rate the process as positive and helpful to them moving toward even higher program quality.

Centers who achieve an 80% or higher on the CQP are eligible for our highest level of program quality assessment, the Program Quality Profile (PQP). Completed annually, this tool focuses on the implementation of exemplary practices and CDC's internal program standards. The PQP is completed by a team including a member of CDC's Program Quality team, the center's Program Director and a center representative. The PQP process is cyclical, allowing centers time to process feedback, refine program delivery and reassess each year to track growth and progression. The PQP is the newest step in our Program of Excellence process and has received positive feedback from centers, stating the process gave them a unique opportunity to reflect on their daily practices and fine-tune their delivery.

REPORTS

Facilities and Budget

Report

(A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of May 31, 2019 Irvine Child Care Project

Fiscal Year 2018-19 Budget

				Percentage of	Percentage of Year Completed: 92%	92%
	2018-19	Current	Encumbered	Actual		%
OPERATING FUND	Adopted	(Adjusted)	Funds	Recvd/Spent		Used/
Program Description	Budget	Budget	(PO's)	To Date	Balance	Rec'vd
ICCP - Regular Programs						
COST CENTER 005710						

REVENUE

8650 Portable Fees Cnty	\$1,789,167	\$1,789,167	\$0	\$1,632,395	\$156,772	91%
8660 Interest Income Cnty	\$31,668	\$31,668	\$0	\$41,382	(\$9,714)	131%
Total Revenue:	\$1,820,835	\$1,820,835	\$0	\$1,673,776	\$147,059	92%
OPERATING EXPENDITURES						
4305 Program Supplies	\$1,600	\$1,600	\$0	\$0	\$1,600	%0

OPERATING EXPENDITURES					101 - 101 - 101 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102 - 102	100000000000000000000000000000000000000
4305 Program Supplies	\$1,600	\$1,600	\$0	\$0	\$1,600	%0
4305 Security Radio	\$14,000	\$14,000	\$0	\$13,781	\$219	98%
4305 Emergency AED	\$58,000	\$58,000	\$0	\$58,748	(\$748)	101%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$452	\$22,221	\$17,327	57%
5450 Insurance	\$74,878	\$74,878	\$0	\$82,258	(\$7,380)	110%
5500 Utilities (\$7,262.79X12)	\$87,153	\$87,153	\$0	\$65,365	\$21,788	75%
5601 Non-Cap Site/Bldg Improve./Rehab	\$25,000	\$25,000	\$12,585	\$4,103	\$8,311	67%
5811 Consultants	\$27,000	\$27,000	\$0	\$0	\$27,000	%0
5817 Scholarships	\$30,000	\$30,000	\$0	\$500	\$29,500	2%
5837 Interest Expense	\$2,200	\$2,200	\$0	\$174	\$2,026	8%
5838 Audit	\$9,100	\$9,100	\$0	\$9,100	\$0	100%
5861 Facilities & Financial Support / IUSD	\$75,000	\$75,000	\$0	\$56,250	\$18,750	75%
5862 Custodial Services	\$437,512	\$437,512	\$0	\$328,134	\$109,378	75%
5864 Program Coordination / City	\$326,000	\$326,000	\$0	\$206,001	\$119,999	63%
Total Operating Expenditures:	\$1,207,443	\$1,207,443	\$13,037	\$846,636	\$347,770	71%
Total Excess (Deficiency):	\$613,392	\$613,392	(\$13,037)	\$827,141		

6210 Building Improvement / \$5K Threshold	\$140,000	\$140,000	\$46,974	\$66,822	\$26,204	81%
6230 Portables (Replacement/New)	\$350,000	\$425,000	\$0	\$0	\$425,000	%0
7439 Debt Service	\$135,173	\$135,173	\$0	\$101,380	\$33,793	75%
Total Capital Expenditures:	\$625,173	\$700,173	\$46,974	\$168,202	\$484,997	31%
Net Increase (Decrease):	(\$11,780)	(\$86,781)		\$658,939		
Beginning Balance, July 1 Ending Balance, June 30	\$1,339,078 \$1,327,298	\$1,339,078 \$1,252,297		\$1,339,078 \$1,998,017		
Components of Ending Balance: Capital Facilities (Modular Replacement) Reserve	£1 272 220	\$1 195 DGQ		\$1.967.572		
3% Operation Reserve	\$54,978	\$57,228		\$30,445		

Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of May 31, 2019

Fiscal Year 2018-19 Budget

	2018-19	Current	Encumbered	Actual		%
GRANT PROGRAM FUNDS	Adopted	(Adjusted)	Funds	Recvd/Spent		Used/
Program Description	Budget	Budget	(PO's)	To Date	Balance	Rec'vd
STATE GRANT/CDD						
COST CENTER 005501						

REVENUE						
8290 Child Development Apportionments	\$236,469	\$237,902	\$0	\$185,600	\$52,302	78%
8590 Other State Revenue	\$396,101	\$394,668	\$0	\$336,799	\$57,869	85%
8660 Interest	\$2,600	\$2,600	\$0	\$0	\$2,600	%0
Total Revenue:	\$635,170	\$635,170	\$0	\$522,399	\$112,771	82%
EXPENDITURES						
5810 Serv /Contracts	\$635,170	\$635,170	\$0	\$423,618	\$211,552	67%
Total Expenditures:	\$635,170	\$635,170	\$0	\$423,618	\$211,552	67%
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$98,782		

LOCAL GRANT / Irvine Childrens Fund (ICF)

COST CENTER 005712 REVENUE

8689 All Other Fees & Contracts	\$96,554	\$82,843	\$0	\$42,718	\$40,125	52%
8699 Other Local Revenue/CDBG	\$33,446	\$47,157	\$0	\$47,157	\$0	100%
	¢100 000	¢420.000	¢0	¢80 876	¢40.426	C00/
I otal Revenue:	\$130,000	\$150,000	D¢	010,004	440,140	0/00
EXPENDITURES						
5817 Scholarships	\$130,000	\$130,000	\$0	\$89,875	\$40,125	%69
Total Expenditures:	\$130,000	\$130,000	\$0	\$89,875	\$40,125	69%
Fund Balance (U):	\$0	\$0	\$0	\$0		
GRANT PROGRAM FUND SUMMARY						
REVENUE	\$765,170	\$765,170	\$0	\$612,274	\$152,896	80%
EXPENDITURES	\$765,170	\$765,170	\$0	\$513,492	\$251,678	67%

REVENUE	\$765,170	\$765,170	\$0	\$612,274	\$152,896	80%
EXPENDITURES	\$765,170	\$765,170	\$0	\$513,492	\$251,678	67%
Total Excess (Deficiency):	\$0	\$0	\$0	\$98,782		
Beginning Balance, July 1	0\$	\$0	\$0	\$0		
Ending Balance, June 30	\$0	0\$	\$0	\$98,782		
TOTAL ICCP FUND BALANCE:	\$1,327,297	\$1,252,297	\$0	\$2,096,842		

(Operating Fund + Grant Program Funds)

ICCP Administrator's

Report

Irvine Child Care Project (ICCP) Administrator's Report June 10, 2019

<u>Board</u>

• Staff is facilitating the recruitment for a new Member at Large to fill the vacant special term of office for September 2019 through January 2020. The selection committee, comprised of ICCP Board Chair and Vice Chair, will select one candidate to recommend to the ICCP Board for appointment. The Member at Large may be reappointed for successive one year terms at the Board's discretion.

Scholarships/Financial Assistance:

• Staff is currently facilitating the annual recertification process with the existing 36 ICCP scholarship recipients for FY 2019-20.

Program Quality:

- The City is facilitating the Request for Proposal to select a quality assessment contractor for the Irvine Child Care Project for FY 2019-20.
- ICCP child care sites are preparing their annual ICCP Quality Assessment Notebooks which will be submitted in June and July for staff review to ensure compliance with all Quality Assessment criteria.
- FY 2019-20 Planning and Preparation
 - Annual review and update of Quality Assessment Process and Assessment Tools
 - Selection of a Quality Assessment contractor through Request For Proposal process
 - Quarterly Directors' Forum training

Facilities:

- Staff is working with provider agencies, Community Care Licensing Division and Orange County Fire Authority, to facilitate licensing change of location applications and inspection for:
 - Brywood Kids Stuff move back to Brywood Elementary campus beginning August 2019.
 - Meadow Park Rainbow Rising move back to Meadow Park campus beginning August 2019.
 - Springbrook CDC relocation to El Camino campus beginning August 2019.
 - Loma Ridge Rainbow Rising to ensure new program will be licensed to open for care August 22, 2019.