

Cyril Yu President

Ryan Painter Vice President

Jenna Berumen Clerk

Christine Knowland Board Member

Vacant Board Member

# AGENDA

### IRVINE CHILD CARE PROJECT REGULAR MEETING

May 12, 2025 8:30 AM

**Irvine City Hall, L102** 1 Civic Center Plaza Irvine, California 92606

#### PARTICIPATION VIA ZOOM MEETING ID: 880 8001 9404 PASSCODE: 051225

#### WEBSITE: <u>zoom.us/join</u> TELEPHONE: 669-900-6833 or 346-248-7799

To participate virtually, visit <u>zoom.us/join</u> using any web browser, or the Zoom app on smartphones or tablets, and enter the Meeting ID and Passcode noted above. To participate by telephone, dial one of the numbers listed above and enter the same Meeting ID and Passcode. For technical assistance before or during the meeting, call 949-724-6078.

#### CALL TO ORDER

ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### PUBLIC COMMENTS - NON-AGENDIZED ITEMS

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda. If 20 or fewer requests to provide public comments are submitted, each speaker shall be limited to three minutes. If between 21 and 30 speakers submit public comments, each speaker shall be limited to two minutes. If more than 30 speakers submit public comments, each speaker shall be limited to 90 seconds. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Board.

#### INTRODUCTIONS

#### 1. REPORTS

1.1 FINANCIAL REPORT

#### 1.2 ADMINISTRATOR'S REPORT

#### **BOARD ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES**

Board Announcements and Reports are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act, and are limited to three minutes per member of the Irvine Child Care Project. In addition, the President shall receive any necessary additional time to deliver announcements of community events and opportunities.

#### 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.

#### 2. 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 on these items unless members of the Irvine Child Care Project Board request specific items to be removed from the Consent Calendar for separate discussion.

#### 2.1 MINUTES

#### **RECOMMENDED ACTION:**

Approve the minutes of the Irvine Child Care Project Board regular meeting held on March 10, 2025.

#### 2.2 WARRANT REQUEST – CATALYST FAMILY INC.

#### **RECOMMENDED ACTION:**

Approve payment of \$95,318.81 to Catalyst Family Inc. for child care development services for March 1-31, 2025.

#### 2.3 WARRANT REQUEST- IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

#### **RECOMMENDED ACTION:**

Approve payments for warrants totaling the amount of \$14,017.50 [\$14,017.50 Community Development Block Grant (CDBG)] for child care services for March 1-31, 2025 funded by ICF scholarships.

- \$ 4,089.75 to Catalyst Family Inc. (CDBG)
- \$ 0.00 to Creekers Club
- \$ 0.00 to Dolphin Club
- \$ 1,091.25 to Kids Stuff (CDBG)
- \$ 8,836.50 to Rainbow Rising (CDBG)

#### 2.4 WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

#### **RECOMMENDED ACTION:**

Approve payment of \$78,892.08 for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of March 2025.

- \$58,512.00 for Custodial Services
- \$ 9,269.33 for Utilities
- \$ 11,110.75 for Facilities and Financial Support Services

#### 2.5 WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD) WORK ORDER CHARGE BACKS

#### **RECOMMENDED ACTION:**

Approve payment of \$14,904.71 for ICCP Work Order charge backs for Fiscal Year 2024-25, Quarter 3.

#### 2.6 WARRANT REQUEST – CITY OF IRVINE

#### **RECOMMENDED ACTION:**

Approve payment of \$42,735.62 to the City of Irvine for Contract Services and Program and Grant Administration for the month of March 2025.

- \$ 37,288.54 for Program Administration
- \$ 1,997.08 for Grant Administration
- \$ 3,450.00 for Contract Services

#### 2.7 IRVINE CHILD CARE PROJECT (ICCP) PAYMENTS ISSUED APRIL 2025

#### **RECOMMENDED ACTION:**

Receive and file attached record of payments issued April 2025 for service month February 2025.

#### 2.8 IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

#### **RECOMMENDED ACTION:**

Receive and file attached invoice for \$1,500.00 paid by IUSD on behalf of ICCP.

#### 2.9 DEPOSIT OF STATE GRANT APPORTIONMENT

#### **RECOMMENDED ACTION:**

Receive and file the record of deposit of funds from the California Department of Social Services as follows:

•	\$	304,978.00	01-005-50100-8290
	-		

• \$ 153,866.00 01-005-50100-8590

#### 2.10 DEPOSIT OF PLUS RATE PAYMENT PURSUANT TO SENATE BILL 140

#### **RECOMMENDED ACTION:**

Receive and file the record of deposit of funds from the California Department of Social Services as follows:

• \$ 52,079.00 01-005-50100-8590

#### 2.11 DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

#### **RECOMMENDED ACTION:**

Receive and file the record of deposit of funds from ICF into the appropriate account as follows:

• \$ 19,444.75 01-005-712-00-8689

#### 2.12 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 a Board Member 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, 2025 through June 30, 2026.

#### 2.13 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 a Board Member 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, 2025 through June 30, 2026.

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

#### **RECOMMENDED ACTION:**

Authorize a Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2025 through June 30, 2026.

#### 3. BOARD BUSINESS

Public comments on Board items will be heard at the time the matters are considered. If 10 or fewer requests to speak are submitted, each speaker shall be limited to three minutes per item. If between 11 and 15 speakers submit requests to speak, each speaker shall be limited to two minutes per item. If 16 or more requests to speak are submitted, each speaker shall be limited to 90 seconds per item. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Board.

#### 3.1 IRVINE CHILD CARE PROJECT (ICCP) PROVIDER LEASE RENEWAL

#### **RECOMMENDED ACTION:**

Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2025-26.

#### 3.2 IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FISCAL YEAR 2025-26 WITH MULTI-YEAR BUDGET PROJECTIONS

#### **RECOMMENDED ACTION:**

Approve the Fiscal Year 2025-26 Budget.

#### ADJOURNMENT

#### NOTICE TO THE PUBLIC

#### PARTICIPATION AT IRVINE CHILD CARE PROJECT MEETINGS

You may submit comments on any agenda item or on any item not on the agenda, in writing via mail to: "Attn: Irvine Child Care Project Board," 1 Civic Center Plaza, Irvine, CA 92606; or by email to <u>iccp@cityofirvine.org</u>. E-Comments submitted at least two hours prior to the commencement of the meeting will be distributed to the Board at the meeting. You may also provide live comments via "Zoom." For more information, visit <u>cityofirvine.org/child-care-development/irvine-child-care-project-board-information</u>.

**REQUEST TO SPEAK IN PERSON:** If you would like to address the Board on a scheduled agenda item, nonagenda item, or public hearing, please fill out a Request to Speak Form and submit to the Recording Secretary. We respectfully ask that you identify on the form your name and the item(s) on which you would like to speak. The <u>Request to Speak Form</u> assists the Chair in ensuring that all persons wishing to address the Board are recognized. It also ensures the accurate identification of meeting participants in the Board minutes. Your name will be called at the time public comments are heard by the Board. City policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances, which includes the presentation of electronic or audio/visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items and/or the time they are actually heard, considered, and decided may be modified by the Chair or the Board during the course of the meeting, so please stay alert. <u>PLEASE NOTE</u>: The Board is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings, in order to maximize transparency and public access. For questions or assistance, please contact the Irvine Child Care Project Administrator at 949-724-6635, or via email at <u>tstubbler@cityofirvine.org</u>. It would be appreciated if written communications of public comments related to items on the agenda, or items not on the agenda, are provided prior to the commencement of the meeting.

#### ADJOURNMENT

**At 11 a.m.,** the Board will determine which of the remaining agenda items can be considered and acted upon prior to 12 noon and will continue all other items on which additional time is required until a future Board meeting. All meetings are scheduled to terminate by 12 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 Child Care Services and are available for public inspection and copying once the agenda is publicly posted (at least 7 days prior to a regular Board meeting). Staff reports can also be downloaded from the City's website at <u>cityofirvine.org</u> at least seven days prior to the scheduled Board 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 Administrator at 949-724-6635.

#### SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Board regarding any item on this agenda <u>after</u> the posting of the agenda will be available for public review in Child Care Services, 14341 Yale, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review on the City's website and at the respective public 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 the Irvine Child Care Project Administrator at 949-724-6635.

#### 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 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 Board at the time testimony is given.

#### CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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 Child Care Services at 949-724-6635.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II).

#### **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 Board are held on the second Monday of select months at 8:30 a.m. Agendas are available for viewing at the following locations:

- City Clerk's Office
- Irvine Police Department
- Main Entrance of City Hall
- Lakeview Senior Center, 20 Lake Rd
- Northwood Community Center, 4521 Bryan Ave
- Rancho Senior Center, 3 Ethel Coplen Way
- William Woollett Jr. Aquatics Center, 4601 Walnut Ave
- City's web page at <u>cityofirvine.org</u>

I hereby certify that the agenda for the Irvine Child Care Project Board meeting was posted in accordance with law at the main entrance of City Hall, 1 Civic Center Plaza, Irvine, California, on May 5, 2025 by 5:30 p.m. as well as on the City's website.

Mona Mojabi

Recording Secretary

# 1. REPORTS ITEM 1.1 FINANCIAL REPORT

Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of March 31, 2025

#### Fiscal Year 2024-25 Budget

				Percentage of	Year Completed:	75%
	2024-25	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	\$1,970,668	\$1,970,668	\$0	\$1,478,001	\$492,667	75%
8660 Interest Income Cnty	\$80,000	\$140,000	\$0 \$0	\$93,712	\$46,288	67%
8662 Net Changes in Investments	\$00,000 \$0	\$17,125	\$0	\$17,125	¢.0,200 \$0	100%
8699 Other Local Revenue	<u>\$0</u> \$0	(\$3,000)	\$0	(\$3,012)	\$12	100%
Total Revenue:	\$2,050,668	\$2,124,793	\$0 \$0	\$1,585,826	\$538,967	75%
	\$2,000,000	φ <b>2</b> ,124,730	ΨŬ	\$1,000,020	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	1070
OPERATING EXPENDITURES						
4305 Campus Safety	\$5,150	\$10,000	\$0	\$4,760	\$5,240	48%
4306 M & O Repairs done by IUSD	\$40,000	\$60,000	\$0	\$28,694	\$31,306	48%
4376 Materials/Supplies	\$0	\$1,000	\$0	\$725	\$275	73%
4388 Custodial Supplies	\$0	\$6,000	\$0	\$5,423	\$577	90%
4401 Non-Capitalized Equipment	\$0	\$20,000	\$0	\$17,457	\$2,543	87%
5450 Insurance	\$137,016	\$142,760	\$0	\$142,760	\$0	100%
5500 Utilities	\$111,232	\$111,232	\$0	\$64,885	\$46,347	58%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$0	\$40,000	0%
5811 Consultants	\$65,000	\$65,000	\$0	\$54,050	\$10,950	83%
5817 Scholarships	\$30,000	\$0	\$0	\$0	\$0	0%
5837 Interest Expense	\$12,000	\$9,800	\$0	\$922	\$8,878	9%
5838 Audit	\$18,500	\$20,000	\$0	\$20,000	\$0	100%
5861 Facilities & Financial Support / IUSD	\$133,329	\$133,329	\$0	\$77,775	\$55,554	58%
5862 Custodial Services	\$702,144	\$702,144	\$0	\$409,584	\$292,560	58%
5864 Program Coordination / City	\$534,044	\$463,748	\$0	\$228,978	\$234,770	49%
Total Operating Expenditures:	\$1,828,415	\$1,785,013	\$0	\$1,056,014	\$728,999	59%
Total Excess (Deficiency):	\$222,253	\$339,780	\$0	\$529,811		
CAPITAL EXPENDITURES						
6210 Building Improvement / \$5K Threshold	\$115,000	\$115,000	\$37,515	\$0	\$77,485	0%
6410 Custodial Vehicles	\$35,000	\$107,000	\$0	\$106,155	\$845	99%
Total Capital Expenditures:	\$150,000	\$222,000	\$37,515	\$106,155	\$78,329	65%
Net Increase (Decrease):	\$72,253	\$117,780	(\$37,515)	\$423,656		
Beginning Balance, July 1	\$2,585,849	\$2,585,849		\$2,585,849		
Ending Balance, June 30	\$2,658,102	\$2,703,629		\$3,009,505		
Components of Ending Balance:						
Capital Facilities (Modular Replacement) Reserve	\$2,598,750	\$2,643,419		\$2,974,640		
3% Operation Reserve	\$59,352	\$60,210		\$34,865		

#### Irvine Child Care Project

(A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of March 31, 2025

#### Fiscal Year 2024-25 Budget

	2024-25	Current	Encumbered	Actual		%
GRANT PROGRAM FUNDS Program Description	Adopted Budget	(Adjusted) Budget	Funds (PO's)	Recvd/Spent To Date	Balance	Used/ Rec'vd
STATE GRANT/CDD COST CENTER 005501						
REVENUE						
8290 Child Development Apportionments	\$679,000	\$477,009	\$0	\$545,744	(\$68,735)	114%
8590 Other State Revenue	\$679,000	\$477,009	\$0	\$453,455	\$23,554	95%
Total Revenue:	\$1,358,000	\$954,017	\$0	\$999,199	(\$45,181)	105%
EXPENDITURES						
5810 Serv./Contracts	\$1,358,000	\$954,017	\$0	\$769,026	\$184,991	81%
Total Expenditures:	\$1,358,000	\$954,017	\$0	\$769,026	\$184,991	81%
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$230,172		
LOCAL GRANT / Irvine Childrens Fund (ICF) COST CENTER 005712 REVENUE						
8689 All Other Fees & Contracts/ICF	\$136,000	\$93,819	\$0	\$68,111	\$25,708	73%
8290 Other Revenue/CDBG	\$64,000	\$58,791	\$0	\$0	\$58,791	0%
Total Revenue:	\$200,000	\$152,610	\$0	\$68,111	\$84,499	45%
EXPENDITURES						
5817 Scholarships	\$200,000	\$152,610	\$0	\$68,111	\$84,499	45%
Total Expenditures:	\$200,000	\$152,610	\$0	\$68,111	\$84,499	45%
Fund Balance (U):	\$0	\$0	\$0	\$0		
GRANT PROGRAM FUND SUMMARY						
REVENUE	\$1,558,000	\$1,106,628	\$0	\$1,067,310	\$39,318	96%
EXPENDITURES	\$1,558,000	\$1,106,628	\$0	\$837,138	\$269,490	76%
Total Excess (Deficiency):	\$0	\$0	\$0	\$230,172		
Beginning Balance, July 1 Ending Balance, June 30	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$230,172		
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(Operating Fund + Grant Program Funds)

# ITEM 1.2 ADMINISTRATOR'S REPORT

#### Irvine Child Care Project (ICCP) Administrator's Report May 12, 2025

#### Scholarships/Grants to Fund Scholarships:

- ICCP Scholarship applications for Fiscal Year 2024-25 are being accepted. As of March 31, 2025, 24 children have been served with 2,685 child days of enrollment.
- The Irvine Children's Fund Board awarded a \$1,000 Program Enhancement Grant to each of the 29 ICCP sites. These funds are designated for the purchase of supplies, activities, or equipment that will benefit all children enrolled in the programs.

#### Program Quality:

- All ICCP quality assessments have been completed for the 2024–25 school year. Each of the 29 sites participated in both a comprehensive site visit and a consolidated visit during the year. In addition, each agency provided submitted a detailed Administrative Notebook which included required documentation as evidence of how their programs support quality learning and development in a child care setting.
- A Directors' Forum was held on May 8, 2025 at the Las Lomas Community Center. The event kicked off the 2025-26 Quality Assessment Process. The presentation focused on medication management and best practices for licensed child care providers.

# 2. CONSENT CALENDAR ITEM 2.1 MINUTES



Cyril Yu President

Ryan Painter Vice President

Jenna Berumen Clerk

Christine Knowland Board Member

Vacant Board Member

#### CALL TO ORDER

# MINUTES

### IRVINE CHILD CARE PROJECT REGULAR MEETING

March 10, 2025 8:30 AM

**Irvine City Hall, L102** 1 Civic Center Plaza Irvine, California 92606

The regular meeting of the Irvine Child Care Project Board (Board) was called to order at 8:30 a.m. on March 10, 2025, in Conference Room L102, Irvine Civic Center, 1 Civic Center Plaza, Irvine, California: President Yu presiding.

#### **ROLL CALL**

Present:

BOARD MEMBER: VICE PRESIDENT: PRESIDENT: CLERK: Christine Knowland Ryan Painter Cyril Yu Jenna Berumen

#### PLEDGE OF ALLEGIANCE

President Yu led the Pledge of Allegiance.

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#### PUBLIC COMMENTS – NON-AGENDIZED ITEMS

There were no public comments.

#### INTRODUCTIONS

There were no introductions.

#### 1. REPORTS

#### 1.1 FINANCIAL REPORT

Laurie Serich-Lundquist, Irvine Unified School District (IUSD) Director of Fiscal Services, reported on the Fiscal Year 2024-25 budget.

#### 1.2 ADMINISTRATOR'S REPORT

Traci Stubbler, Irvine Child Care Project Administrator, reported on FY 2024-25 ICCP Scholarship status. The Irvine Children's Fund Board approved an increase to all families currently receiving 50% scholarship assistance to 75% assistance effective February 1 through the end of the fiscal year.

As of February 28, 26 comprehensive quality assessments have been conducted at ICCP sites for the 2024-25 school year. Recommended lease renewals will be made to the Board in May 2025 for FY 2025-26.

#### **BOARD ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES**

There were no announcements, reports, or updates.

#### ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

#### 2. CONSENT CALENDAR

ACTION: Moved by Vice President Painter, seconded by Clerk Berumen, and unanimously carried by those members present to approve Consent Calendar items 2.1 through 2.9.

#### 2.1 MINUTES

#### ACTION:

Approved the minutes of the Irvine Child Care Project Board regular meeting held on February 10, 2025.

#### 2.2 WARRANT REQUEST – CATALYST FAMILY INC.

#### ACTION:

Approved payment of \$97,995.73 to Catalyst Family Inc. for child care development services for January 1-31, 2025.

#### 2.3 WARRANT REQUEST – CATALYST FAMILY INC.

#### ACTION:

Approved payment of \$15,708.00 to Catalyst Family Inc. for SB140 Cost of Care Plus Rate Quarterly Payment.

#### 2.4 WARRANT REQUEST- IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

#### ACTION:

Approved payments for warrants totaling the amount of \$12,420.00 [\$12,420.00 Irvine Recovery Program (IRP)] for child care services for January 1-31, 2025 funded by ICF scholarships.

- \$ 3,376.25 to Catalyst Family Inc. (IRP)
- \$ 0.00 to Creekers Club
- \$ 340.00 to Dolphin Club (IRP)
- \$ 775.00 to Kids Stuff (IRP)
- \$ 7,928.75 to Rainbow Rising (IRP)

#### 2.5 WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

#### ACTION:

Approved payment of \$78,892.08 for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of January 2025.

- \$58,512.00 for Custodial Services
- \$ 9,269.33 for Utilities
- \$ 11,110.75 for Facilities and Financial Support Services

#### 2.6 WARRANT REQUEST – CITY OF IRVINE

#### ACTION:

Approved payment of \$74,386.49 to the City of Irvine for Contract Services and Program and Grant Administration for the month of January 2025.

- \$ 58,626.58 for Program Administration
- \$ 1,959.91 for Grant Administration
- \$ 13,800.00 for Contract Services

#### 2.7 IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

#### ACTION:

Received and filed attached invoices in the total amount of \$111,583.57 paid by IUSD on behalf of ICCP.

#### 2.8 DEPOSIT OF PLUS RATE PAYMENT PURSUANT TO SENATE BILL (SB) 140

#### ACTION:

Received and filed the record of deposit of funds from the California Department of Social Services as follows:

• \$ 15,708.00 01-005-50100-8590

#### 2.9 DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

#### **ACTION:**

Received and filed the record of deposit of funds from ICF into the appropriate account as follows:

• \$ 12,840.75 01-005-712-00-8689

#### 3. BOARD BUSINESS

#### 3.1 DETERMINATION OF FISCAL YEAR 2025-26 GENERAL CHILD CARE AND DEVELOPMENT GRANT ADMINISTRATIVE FEE

**ACTION:** Moved by President Yu, seconded by Vice President Painter, and unanimously carried by those members present to approve 2% administrative fee for the General Child Care and Development Program for inclusion in the Fiscal Year 2025-26 contract with Catalyst Family Inc.

#### 3.2 IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2025-26 WITH MULTI-YEAR BUDGET PROJECTIONS

#### ACTION:

Submitted for Board review and discussion.

#### 3.3 DETERMINATION OF FISCAL YEAR 2025-26 CHILD CARE PROVIDER RENTAL RATE

**ACTION:** Moved by Vice President Painter, seconded by Clerk Berumen, and unanimously carried by those members present to approve option one, a 1% rental rate increase for FY 2025-26.

#### ADJOURNMENT

Moved by Clerk Berumen, seconded by Vice President Painter, and unanimously carried by those members present to adjourn the meeting at 8:44 a.m.

CYRIL YU, PRESIDENT

RECORDING SECRETARY

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

# **ITEM 2.2**

### WARRANT REQUEST – CATALYST FAMILY INC. March 1-31, 2025

#### TOPIC: WARRANT REQUEST – CATALYST FAMILY INC.

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$95,318.81** for child care development services for the month of **March 2025**. This provider served a total of 107 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of **\$95,318.81** are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of **\$95,318.81** to Catalyst Family Inc. for child care development services for March 1-31, 2025.

DATE: May 12, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$95,318.81
	TOTAL	\$95,318.81
EXPENDITURE CLASSIFICATION	N SUMMARY	
	00550159-5810	\$95,318.81

TOTAL \$95,318.81

#### ATTENDANCE SUMMARY CERTIFIED CHILDREN

#### STATE GRANT

#### March 2025 (21 days of service)

#### CATALYST FAMILY INC .:

Oak Creek	21 393	Children served Child days of enrollment
Plaza Vista	16 320	Children served Child days of enrollment
Turtle Rock	20 416	Children served Child days of enrollment
Springbrook	6 115	Children served Child days of enrollment
Deerfield	16 323	Children served Child days of enrollment
University Park	28 512	Children served Child days of enrollment
TOTALS:	107 2,079	Children served Child days of enrollment
YEAR-TO-DATE:	805 16,964	Children served Child days of enrollment



INVOICE NUMBER 5040-MAR25

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

					DATE:	Apri	l 8, 2025
SOLD TO:	Irvine Child Car 14341 Yale Ave Irvine, CA Attention: T						
	DESCRI	PTION				PRICE	AMOUNT
General child developr March 1, 2025 Fiscal Year 2024-2025 Service fees of Less Certified Parent f Contract earnings to D Adjustment for District	through 5 Contract Typ  ees pistrict	March 31, 20 e: CCTR-4		1.02	-	\$97,943.99 <b>\$718.80</b> \$97,225.19 \$1,906.38	
Balance due to <b>Cata</b>	lyst Family Inc						<u>\$95,318.81</u>
Billing Summary:							
Cumulative Prior Perio Current Period Billing Cumulative Fiscal Yea Contract Maximum Bill Available remaining ba	r Amount Billed able	<u>\$9</u> \$81 \$1,49	0,146.12 <u>5,318.81</u> 5,464.93 8,285.29 2,820.36				

# **ITEM 2.3**

### WARRANT REQUEST – IRVINE CHILDREN'S FUND SCHOLARSHIPS

# TOPIC:WARRANT REQUESTS – IRVINE CHILDREN'S FUND<br/>(ICF) SCHOLARSHIPS

- **DESCRIPTION:** Warrant requests in the amount of **\$14,017.50** [**\$14,017.50 Community Development Block Grant (CDBG)**] are submitted for the Board's review and approval for ICF Scholarships during the month of **March 2025**. The warrants to be issued are as follows:
  - \$4,089.75
     to
     Catalyst Family Inc. (CDBG)

     \$0.00
     to
     Creekers Club

     \$0.00
     to
     Dolphin Club

     \$1,091.25
     to
     Kids Stuff (CDBG)

     \$8,836.50
     to
     Rainbow Rising (CDBG)

A site-by-site breakdown follows.

**RECOMMENDATION:** Approve payments for warrants totaling the amount of **\$14,017.50 [\$14,017.50 Community Development Block Grant (CDBG)]** for child care services for March 1-31, 2025 funded by ICF scholarships.

#### DATE: May 12, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	\$4,089.75
CREEKERS CLUB	00571259-5817	\$0.00
DOLPHIN CLUB	00571259-5817	\$0.00
KIDS STUFF	00571259-5817	\$1,091.25
RAINBOW RISING	00571259-5817	\$8,836.50

TOTAL

\$14,017.50

#### ATTENDANCE SUMMARY IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM March 2025

Alderwood	2	Children served
Beacon Park	1	Children served
Bonita Canyon	0	Children served
Brywood	0	Children served
Cadence Park	0	Children served
Canyon View	0	Children served
College Park	1	Children served
Culverdale	3	Children served
Cypress Village	1	Children served
Deerfield	0	Children served
Eastshore	0	Children served
Eastwood	0	Children served
Greentree	1	Children served
Loma Ridge	0	Children served
Meadow Park	1	Children served

thwood	Children served
Creek	Children served
za Vista	Children served
tola Springs	Children served
tiago Hills	Children served
s Park	Children served
ingbrook	Children served
ne Creek	Children served
negate	Children served
tle Rock	Children served
versity Park	Children served
a Verde	Children served
stpark	Children served
odbury	Children served
ingbrook ne Creek negate tle Rock versity Park a Verde stpark	Children served Children served Children served Children served Children served Children served Children served

#### March 2025:

Number of Children Served: 22 Number of Child Days of Enrollment: 376 Number of Sites Served: 14 Funds Awarded: \$14,017.50 Number of Children Added to Program This Month: 0 Number of Children Removed From Program This Month: 1 Number of Children on Waiting List: 0

#### Year-to-Date:

Number of Children Served: 24 Number of Child Days of Enrollment: 2,685 Number of Sites Served: 15 Funds Awarded: \$96,803.15

#### IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM INVOICE

#### For the Month of MARCH 2025

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **March 2025**, reimbursement amounts of:

Total Amount due to Catalyst Family Inc.:	\$4,089.75	(CDBG)
Woodbury	\$507.00	(CDBG)
Vista Verde	\$761.25	(CDBG)
University Park	\$471.00	(CDBG)
Stonegate	\$2,350.50	(CDBG)

# **IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND**

#### SCHOLARSHIP PROGRAM INVOICE

#### For the Month of MARCH 2025

Kids Stuff:

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

Long Term scholarships awarded to the students in the Kids Stuff program operating at the following schools in Irvine, for March 2025, reimbursement amounts of:

Santiago Hills \$1,091.25 (CDBG) Total Amount due to \$1,091.25 (CDBG)

#### IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM INVOICE

#### For the Month of MARCH 2025

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

Long Term scholarships awarded to the students in the **Rainbow Rising** program operating at the following schools in Irvine, for **March 2025**, reimbursement amounts of:

Alderwood	\$1,712.25	(CDBG)
Beacon Park	\$703.50	(CDBG)
College Park	\$753.00	(CDBG)
Culverdale	\$1,694.25	(CDBG)
Cypress Village	\$562.50	(CDBG)
Greentree	\$520.50	(CDBG)
Meadow Park	\$416.25	(CDBG)
Northwood	\$1,953.75	(CDBG)
Westpark	\$520.50	(CDBG)
Total Amount due to Rainbow Rising:	\$8,836.50	(CDBG)

### **ITEM 2.4**

### WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT

#### TOPIC: WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

**DESCRIPTION:** IUSD has submitted an invoice for the Board's review and approval in the amount of **\$78,892.08** for payment for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of March 2025.

The specific breakdown is as follows:

\$58,512.00	for	Custodial Services
\$0.00	for	Custodial Equip Amortization
\$0.00	for	Payment of Portable Purchase
\$9,269.33	for	Utilities
\$11,110.75	for	Facilities & Financial Support

**RECOMMENDATION:** Approve payment of **\$78,892.08** for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of March 2025.

#### DATE: May 12, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	00571059-5862	\$58,512.00
IUSD	00571081-7439	\$0.00
IUSD	00571081-7439	\$0.00
IUSD	00571081-5500	\$9,269.33
IUSD	00571059-5861	\$11,110.75

#### TOTAL

#### \$78,892.08

#### EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$58,512.00
00571081-7439	\$0.00
00571081-7439	\$0.00
00571081-5500	\$9,269.33
00571059-5861	\$11,110.75

### \$78,892.08

TOTAL



# Page # 1

### **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

DUE DATE: 03/31/25 AMOUNT DUE <b>\$78,892.08</b>	562 57112	
---	-----------	--

Item	Qty	Unit Amt	Ref. #	Account	Description		Amount
1 2	1 1	9,269.33 11110.75		010000000 8650 010000000 8699	March 2025: Utilities March 2025: Facilities & Financial Support Svcs		9,269.33 11,110.75
3	1	58512.00		0100505400 8699	March 2025: Custodial Svcs		58,512.00
						Тах	
						INVOICE TOTAL	\$78,892.08

Please remit a copy with payment-thank you

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

Account ID Account Name Invoice Number DIV: TERM: Due Date Amount Due	V7501158 IRVINE CHILD CARE PROJECT (ICC 75UI0110 75GN 2425 03/31/25 \$78.892.08
Amount Due	\$70,072.00
Amount Paid	\$

# **ITEM 2.5**

### WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT WORK ORDER CHARGE BACKS

# TOPIC:WARRANT REQUEST – IRVINE UNIFIED SCHOOL<br/>DISTRICT (IUSD) WORK ORDER CHARGE BACKS

**DESCRIPTION:** IUSD has submitted an invoice for the Board's review and approval in the amount of \$14,904.71 for Irvine Child Care Project (ICCP) Work Order charge backs for Fiscal Year 2024-25, Quarter 3.

The specific breakdown is as follows:

• \$14,904.71 for Work Order charge backs

**RECOMMENDATION:** Approve payment of \$14,904.71 for ICCP Work Order charge backs for Fiscal Year 2024-25, Quarter 3.

#### DATE: May 12, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	00571059-4306	\$14,904.71
IUSD	00571085-5601	
IUSD	00571085-6210	
IUSD	00571085-6230	
IUSD	00571085-6410	

#### TOTAL

\$14,904.71

#### EXPENDITURE CLASSIFICATION SUMMARY

00571059-4306	\$14,904.71
00571085-5601	
00571085-6210	
00571085-6230	
00571085-6410	

TOTAL

\$14,904.71



# Page # 1

# **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

INVOICE NUMBER: 75 DIVISION: 75 TERM: 24 INVOICE DATE: 04 DUE DATE: 04	7501158 5010132 5GN 125 1/03/25 1/30/25 1 <b>4,904.71</b>
--	---

Item	Qty	Unit Amt	Ref. #	Account	Description		Amount
1	1	14904.71		0100505300 8699	WORKORDER CHARGEBACKS 12/17/24 - 03/31/25		14,904.71
						Tax	
					Г		
						INVOICE TOTAL	\$14,904.71

Please remit a copy with payment-thank you

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

Account ID	V7501158
Account Name	IRVINE CHILD CARE PROJECT (ICC
Invoice Number	75UI0132
DIV:	75GN
TERM:	2425
Due Date	04/30/25
Amount Due	\$14,904.71
Amount Paid	\$

# **ITEM 2.6**

# WARRANT REQUEST – CITY OF IRVINE

## TOPIC: WARRANT REQUEST – CITY OF IRVINE

**DESCRIPTION:** The City of Irvine has submitted an invoice for the Board's review and approval in the amount of **\$42,735.62** for Contract Services and Program and Grant Administration for the month of March 2025.

The specific breakdown is as follows:

\$37,288.54 for Program Administration\$1,997.08 for Grant Administration\$3,450.00 for Contract Services

**RECOMMENDATION:** Approve payment of **\$42,735.62** to the City of Irvine for Contract Services and Program and Grant Administration for the month of March 2025.

# DATE: May 12, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	005710-59-5864	\$37,288.54
IUSD	005501-59-5810	\$1,997.08
IUSD	005710-59-5811	\$3,450.00
IUSD	005710-59-4305	

# TOTAL

# EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$37,288.54
005501-59-5810	\$1,997.08
005710-59-5811	\$3,450.00
005710-59-4305	

\$42,735.62

# TOTAL \$42,735.62



**City of Irvine** FINANCE DEPARTMENT P.O. BOX 19575 IRVINE, CA 92623-9575 949-724-6041 AccountsReceivable@cityofirvine.org

#### IRVINE CHILD CARE PROJECT 5050 BARRANCA PKWY IRVINE, CA 92604-4652

CUSTOMER NO. C4604

**INVOICE NO.** 224374

**INVOICE DATE** 04/10/2025

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

Past due accounts may be referred to a collection agency.

**Original Amount** 

\$42,735.62

MARCH 2025 STAFFING: ADMINISTRATION = \$37,082.10 STAFFING: GRANT ADMINISTRATION = \$1,997.08 SUPPLIES: \$0 DUPLICATING = \$200.00 CONTRACT SERVICES PAID ON CARD = \$0 CONTRACT SERVICES = \$3,450 LOCAL TRAVEL = \$6.44

TOTAL: \$42,735.62

Total Due:

\$42,735.62

#### PAYMENT OPTIONS:



#### ELECTRONIC

Bank of America, 275 S. Valencia Ave, Brea CA 92823. City of Irvine General Account Bank Account #: 14330-00006 ACH Routing: 121000358 Wire Transfers: 026009593 \*\* Please include invoice and customer numbers in payment details section



#### **CREDIT/DEBIT CARDS**

Please pay online at: https://arpayments.cityofirvine.org

### CHECKS

Please mail to: Finance Department, City of Irvine, PO Box 19575, Irvine 92623-9575 \*\* Please include payment slip with check

#### PAYMENT SLIP

 CUSTOMER #:
 C4604

 INVOICE #:
 224374

 INVOICE DATE:
 04/10/2025

 TOTAL AMOUNT DUE:
 \$42,735.62

#### TOTAL PAYMENT:

\$

# **ITEM 2.7**

# IRVINE CHILD CARE PROJECT PAYMENTS ISSUED APRIL 2025

# TOPIC:IRVINE CHILD CARE PROJECT (ICCP) PAYMENTSISSUED APRIL 2025

**DESCRIPTION:** The ICCP Board did not convene a regular meeting in April 2025, therefore, the following invoices totaling \$267,947.30 were approved for payment by Board President Cyril Yu and Vice President Ryan Painter.

The accounting sheet is attached for review.

**RECOMMENDATION:** Receive and file attached record of payments issued April 2025 for service month February 2025.

Service Month		Board Approval Date:	4/22/2025			o Accounting:		4/22/2025
ICCP Contact Person:	Denise Chang 949-72	Denise Chang 949-724-6724, dchang@cityofirvine.org		IUSD Contact Person: Samaneh Kazen		SamanehKaze	em@iu	isd.org
	VENDOR #	DESC.	EXP./Classification	Invoice #		AMT. DUE		
Catalyst Family Inc.	V4100123	State CCTR Grant	01-005-501-59-5810	5040-FEB25	\$	83,385.94		
	V4100123	State CCTR Cost of Care Plus Rate	01-005-501-59-5810	1906-ICCP-07	\$	45,092.00	¢	400 004 04
	V4100123	State CCTR Cost of Care Plus Rate	01-005-501-59-5810	1906-ICCP-08	\$	907.00	\$	129,384.94
	VENDOR #	DESC.	EXP./Classification	Invoice #		AMT. DUE		
Catalyst Family Inc.	V4100123	Scholarships - ICF	01-005-712-59-5817	Feb-25	\$	4,259.25		
Creekers Club	V4100002	Scholarships - ICF	01-005-712-59-5817					
Dolphin Club	V4100003	Scholarships - ICF	01-005-712-59-5817	Feb-25	\$	487.50		
Kids Stuff	V4100005	1286	01-005-712-59-5817	Feb-25	\$	1,091.25		
Rainbow Rising	V4100007	Scholarships - ICF	01-005-712-59-5817	Feb-25	\$	8,836.50	\$	14,674.50
	VENDOR #	DESC.	EXP./Classification	Invoice #		AMT. DUE		
Catalyst Family Inc.	V4100123	Scholarships - ICCP	01-005-710-59-5817					
Creekers Club	V4100002	Scholarships - ICCP	01-005-710-59-5817					
Dolphin Club	V4100003	Scholarships - ICCP	01-005-710-59-5817					
Kid's Stuff	V4100005	Scholarships - ICCP	01-005-710-59-5817					
Rainbow Rising	V4100007	Scholarships - ICCP	01-005-710-59-5817				\$	-
	VENDOR #	DESC.	EXP./Classification	Invoice #		AMT. DUE		
Irvine Unified School District	V4100011	Custodial Service	01-005-710-59-5862	75UI0095	\$	58,512.00		
	V4100011	Custodial Equip-5 yr amortization	01-005-710-91-7439		Ť	,		
	V4100011	Debt Service on Portable Purchase	01-005-710-91-7439					
	V4100011	Utilities	01-005-710-81-5500	75UI0095	\$	9.269.33		
	V4100011	Facilities & Financial Support	01-005-710-59-5861	75UI0095	\$	11.110.75		
	V4100011	Work Order Charges	01-005-710-59-4306	10010000	Ψ	11,110.10		
	V4100011	Site improvement	01-005-710-85-6210					
	V4100011	Rehab & Repair	01-005-710-59-5601					
	V4100011	Portable Replacement	01-005-710-85-6230				\$	78,892.08
							Ŧ	,
	VENDOR #	DESC.	EXP./Classification	Invoice #		AMT. DUE		
City Of Irvine	V4100010	Program Administration	01-005-710-59-5864	224069	\$	31,498.06		
	V4100010	State CCTR Grant Administration	01-005-501-59-5810	224069	\$	7,747.72		
	V4100010	Contract Services	01-005-710-59-5811	224069	\$	5,750.00	\$	44,995.78
						Total	\$	267,947.30
		is to certify that the above						
		me wara approved for payment						

items were approved for payment

on:

Approved via e-mail by Board President Cyril Yu on 4/21/25

Approved via e-mail by Board Vice President Ryan Painter on 4/22/25

# TOPIC: WARRANT REQUEST – CATALYST FAMILY INC.

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$83,385.94** for child care development services for the month of **February 2025**. 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 **\$83,385.94** are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of **\$83,385.94** to Catalyst Family Inc. for child care development services for February 1-28, 2025.

DATE: April 1, 2025

<u>VENDOR</u>	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$83,385.94
	TOTAL	\$83,385.94
EXPENDITURE CLASSIFICATION	N SUMMARY	

00550159-5810 **\$83,385.94** 

TOTAL

\$83,385.94

# ATTENDANCE SUMMARY CERTIFIED CHILDREN

# STATE GRANT

# February 2025 (19 days of service)

# CATALYST FAMILY INC .:

Oak Creek	19 351	Children served Child days of enrollment
Plaza Vista	16 304	Children served Child days of enrollment
Turtle Rock	20 375	Children served Child days of enrollment
Springbrook	9 123	Children served Child days of enrollment
Deerfield	16 286	Children served Child days of enrollment
University Park	24 456	Children served Child days of enrollment
TOTALS:	104 1,895	Children served Child days of enrollment
YEAR-TO-DATE:	802 14,885	Children served Child days of enrollment



INVOICE NUMBER 5040-FEB25

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

					DATE:	Marc	h 7, 2025
SOLD TO:	Irvine Child Ca 14341 Yale Av Irvine, CA						
	Attention:	Traci Stubl	bler				
	DESCR	IPTION				PRICE	AMOUNT
General child developr February 1, 2025	ment services p through		beriod 1 <b>ary 28, 2025</b>				
Fiscal Year 2023-2024	Contract Typ	be:	CCTR-4197				
Service fees of Less Certified Parent f	1,390.8336 ees	days @	\$61.26		-	\$85,202.46 <b>\$148.80</b>	
Contract earnings to D	istrict					\$85,053.66	
Adjustment for District	Indirect Cost			1.02	2 =	\$1,667.72	
Balance due to <b>Cata</b>	lyst Family Ind	C.					<u>\$83,385.94</u>
Billing Summary:							
Cumulative Prior Perio Current Period Billing Cumulative Fiscal Yea			\$636,760.18 <u>\$83,385.94</u> \$720,146.12				
Contract Maximum Bill Available remaining ba			\$1,498,285.29 \$778,139.17				

TOPIC:	WARRANT REQUEST – CATALYST FAMILY INC.
DESCRIPTION:	Catalyst Family Inc. has submitted an invoice in the amount of <b>\$45,092.00</b> to receive quarterly 'Cost of Care Plus Rate Payment' pursuant to Senate Bill (SB) 140.
	Payments are issued on a quarterly basis for services rendered December 2023 through June 2025.
	This is the <b>sixth</b> disbursement, which is to cover estimated payments for <b>January, February, and March 2025</b> and has been issued through the State Controller's office, outside of regular contracts.
	Catalyst Family Inc. had previously submitted an invoice in the amount that had been issued by the State, \$15,708.00, though it was estimated that a total of approximately \$56,496.00 would be due to ICCP and Catalyst Family Inc. for 'Cost of Care Plus Rate Payment' for the months of January, February, and March 2025. Which left a remaining balance of \$40,788 due from the State for the months of January through March 2025.
	In addition, after a reconciliation of accounts, it had been determined that the California Department of Social Services (CDSS) pre-payments for care provided July through December 2024 were insufficient and have resulted in a shortfall of \$10,384.00.
	ICCP had requested and received a modification of payment from CDSS for the total remaining balance \$51,172.00.
	This invoice for \$45,092.00 is for Catalyst's portion of the \$51,152.00 balance. The remaining \$6,080.00 is for ICCP's Administrative Fee.
RECOMMENDATION:	Approve payment of <b>\$45.092.00</b> to Catalyst Family Inc. for

**RECOMMENDATION:** Approve payment of **\$45,092.00** to Catalyst Family Inc. for SB140 Cost of Care Plus Rate Quarterly Payment.

ICCP/Stubbler No Meeting

DATE: April 1, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$45,092.00
	TOTAL	\$45,092.00
EXPENDITURE CLASSIFICATION	N SUMMARY	
	00550159-5810	\$45,092.00

TOTAL

\$45,092.00



Inv	oice
DATE	INVOICE #
2/20/2025	1906-ICCP-07

BILL TO **Irvine Child Care Project** 14341 Yale Avenue Irvine, CA. 92604 Attention: Traci Stubbler and Denise Chang

DESCRIPTION	Amount
Pursuant to SB 140 and WIC Sections 10277.1 and 10277.2, all types of child care providers will receive a monthly, per-child payment intended to supplement subsidized child care reimbursement. Payments to child care providers shall begin on January 1, 2024, beginning with service month December 2023. Payments will continue through service month May 2025 with final payments made in June 2025.	
Catalyst requests for the distribution of this monthly per child Cost of Care Plus Rate pursuant to Senate Bill (SB) 140 based on the estimate <u>amount ICCP has received</u> . The estimate is as follows and based on the Southern Region (\$160/child) where Catalyst Kids sites serving ICCP CCTR contract.	
Shortall for January 2025 payment (based on Dec24 801A report) Estimated Cost of Care for February + March 2025 payments (based on Dec24 801A report)	\$10,852.00 \$34,240.00
Please make payable to Catalyst Family Inc. Total	<u>\$45,092</u>
For question, please contact Tracy Pham-Trang via email ttrang@catalystfamily.org or (408)556-7392	

## TOPIC: WARRANT REQUEST – CATALYST FAMILY INC.

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$907.00** to receive quarterly 'Cost of Care Plus Rate Payment' pursuant to Senate Bill (SB) 140.

Payments are issued on a quarterly basis for services rendered December 2023 through June 2025.

This is the **seventh** disbursement, which is to cover estimated payments for **April**, **May**, **and June 2025** and has been issued through the State Controller's office, outside of regular contracts.

The California Department of Social Services (CDSS) will provide a year-end true up at the end of the fiscal year. The Irvine Child Care Project (ICCP) and Catalyst Family Inc. will receive the final Cost of Care payment at that time.

**RECOMMENDATION:** Approve payment of **\$907.00** to Catalyst Family Inc. for SB140 Cost of Care Plus Rate Quarterly Payment.

DATE: April 1, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$907.00
	TOTAL	\$907.00
EXPENDITURE CLASSIFICATION	N SUMMARY	
	00550159-5810	\$907.00

TOTAL \$907.00



Inv	oice
DATE	INVOICE #
3/19/2025	1906-ICCP-08

BILL TO **Irvine Child Care Project** 14341 Yale Avenue Irvine, CA. 92604 Attention: Traci Stubbler and Denise Chang

DESCRIPTION	Amount
Pursuant to SB 140 and WIC Sections 10277.1 and 10277.2, all types of child care providers will receive a monthly, per-child payment intended to supplement subsidized child care reimbursement. Payments to child care providers shall begin on January 1, 2024, beginning with service month December 2023. Payments will continue through service month May 2025 with final payments made in June 2025.	
Catalyst requests for the distribution of this monthly per child Cost of Care Plus Rate pursuant to Senate Bill (SB) 140 based on the estimate <u>amount ICCP has received</u> . The estimate is as follows and based on the Southern Region (\$160/child) where Catalyst Kids sites serving ICCP CCTR contract.	
Partial Payment for April-June 2025	\$907.00
Please make payable to Catalyst Family Inc. Total	<u>\$907</u>
For question, please contact Tracy Pham-Trang via email ttrang@catalystfamily.org or (408)556-7392	

# TOPIC:WARRANT REQUESTS – IRVINE CHILDREN'S FUND<br/>(ICF) SCHOLARSHIPS

- DESCRIPTION: Warrant requests in the amount of \$14,674.50 [\$7,024.75 Irvine Recovery Plan (IRP); \$7,649.75 Community Development Block Grant (CDBG)] are submitted for the Board's review and approval for ICF Scholarships during the month of February 2025. The warrants to be issued are as follows:
  - \$4,259.25 to Catalyst Family Inc. (CDBG)
    \$0.00 to Creekers Club
    \$487.50 to Dolphin Club (CDBG)
    \$1,091.25 to Kids Stuff (CDBG)
    \$8,836.50 to Rainbow Rising (\$7,024.75 IRP; \$1,811.75 CDBG)

A site-by-site breakdown follows.

RECOMMENDATION: Approve payments for warrants totaling the amount of \$14,674.50 [\$7,024.75 Irvine Recovery Plan (IRP); \$7,649.75 Community Development Block Grant (CDBG)] for child care services for February 1-28, 2025 funded by ICF scholarships.

# DATE: April 1, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	\$4,259.25
CREEKERS CLUB	00571259-5817	\$0.00
DOLPHIN CLUB	00571259-5817	\$487.50
KIDS STUFF	00571259-5817	\$1,091.25
RAINBOW RISING	00571259-5817	\$8,836.50

TOTAL

\$14,674.50

## ATTENDANCE SUMMARY IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM February 2025

2	Children served
1	Children served
0	Children served
1	Children served
3	Children served
1	Children served
0	Children served
1	Children served
0	Children served
1	Children served
0	Children served
1	Children served
	1 0 0 0 1 3 1 0 1 0 1 0

3	Children served
0	Children served
0	Children served
0	Children served
2	Children served
0	Children served
0	Children served
0	Children served
3	Children served
0	Children served
1	Children served
	0 0 2 0 0 0 0 3 0 1 1 1

#### February 2025:

Number of Children Served: 23 Number of Child Days of Enrollment: 379 Number of Sites Served: 15 Funds Awarded: \$14,674.50 Number of Children Added to Program This Month: 0 Number of Children Removed From Program This Month: 0 Number of Children on Waiting List: 0

#### Year-to-Date:

Number of Children Served: 24 Number of Child Days of Enrollment: 2,309 Number of Sites Served: 15 Funds Awarded: \$82,785.65

#### IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM INVOICE

#### For the Month of FEBRUARY 2025

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **February 2025**, reimbursement amounts of:

Total Amount due to Catalyst Family Inc.:	\$4,259.25	(CDBG)
Woodbury	\$676.50	(CDBG)
Vista Verde	\$761.25	(CDBG)
University Park	\$471.00	(CDBG)
Stonegate	\$2,350.50	(CDBG)

#### **IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND**

#### SCHOLARSHIP PROGRAM INVOICE

## For the Month of FEBRUARY 2025

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

Long Term scholarships awarded to the students in the **Dolphin Club** program operating at the following schools in Irvine, for **February 2025**, reimbursement amounts of:

Eastshore	\$487.50	(CDBG)
Total Amount due to Dolphin Club:	\$487.50	(CDBG)

# IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM INVOICE

# For the Month of FEBRUARY 2025

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

Long Term scholarships awarded to the students in the **Kids Stuff** program operating at the following schools in Irvine, for **February 2025**, reimbursement amounts of:

Santiago Hills\$1,091.25 (CDBG)Total Amount due to<br/>Kids Stuff:\$1,091.25 (CDBG)

#### IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM INVOICE

### For the Month of FEBRUARY 2025

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

Long Term scholarships awarded to the students in the **Rainbow Rising** program operating at the following schools in Irvine, for **February 2025**, reimbursement amounts of:

Alderwood	\$1,712.25	(IRP)
Beacon Park	\$703.50	(IRP)
College Park	\$753.00	(IRP)
Culverdale	\$1,694.25	(IRP)
Cypress Village	\$562.50	(IRP)
Greentree	\$520.50	(IRP)
Meadow Park	\$416.25	(IRP)
Northwood	\$1,953.75	(\$662.50 IRP; \$1,291.25 CDBG)
Westpark	\$520.50	(CDBG)
Total Amount due to Rainbow Rising:	\$8,836.50	(\$7,24.75 IRP & \$1,811.75 CDBG)

# TOPIC: WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

**DESCRIPTION:** IUSD has submitted an invoice for the Board's review and approval in the amount of **\$78,892.08** for payment for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of February 2025.

The specific breakdown is as follows:

\$58,512.00	for	Custodial Services
\$0.00	for	Custodial Equip Amortization
\$0.00	for	Payment of Portable Purchase
\$9,269.33	for	Utilities
\$11,110.75	for	Facilities & Financial Support

**RECOMMENDATION:** Approve payment of **\$78,892.08** for Utilities, Facilities and Financial Support Services, and Custodial Services for the month of February 2025.

# DATE: April 1, 2025

VENDOR	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	00571059-5862	\$58,512.00
IUSD	00571081-7439	\$0.00
IUSD	00571081-7439	\$0.00
IUSD	00571081-5500	\$9,269.33
IUSD	00571059-5861	\$11,110.75

# TOTAL

## \$78,892.08

## EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$58,512.00
00571081-7439	\$0.00
00571081-7439	\$0.00
00571081-5500	\$9,269.33
00571059-5861	\$11,110.75

# \$78,892.08

TOTAL



# Page # 1

# **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:	75UI0095
DIVISION:	75GN
TERM:	2425
INVOICE DATE:	02/01/25
DUE DATE:	02/28/25
AMOUNT DUE	<b>\$78,892.08</b>

Item	Qty	Unit Amt	Ref. #	Account	Description		Amount
1 2	1 1	9,269.33 11110.75		010000000 8650 010000000 8699	February 2025: Utilities February 2025: Facilities & Financial Support Services		9,269.33 11,110.75
3	1	58512.00		0100505400 8699	February 2025: Custodial Svcs		58,512.00
						Тах	
						INVOICE TOTAL	\$78,892.08

Please remit a copy with payment-thank you

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

Account ID Account Name Invoice Number DIV: TERM: Due Date Amount Due	V7501158 IRVINE CHILD CARE PROJECT (ICC 75UI0095 75GN 2425 02/28/25 \$78,892.08
Amount Due	\$78,892.08
Amount Paid	\$

## TOPIC: WARRANT REQUEST – CITY OF IRVINE

**DESCRIPTION:** The City of Irvine has submitted an invoice for the Board's review and approval in the amount of **\$44,995.78** for Contract Services and Program and Grant Administration for the month of February 2025.

The specific breakdown is as follows:

\$31,498.06 for Program Administration\$7,747.72 for Grant Administration\$5,750.00 for Contract Services

**RECOMMENDATION:** Approve payment of **\$44,995.78** to the City of Irvine for Contract Services and Program and Grant Administration for the month of February 2025.

# DATE: April 1, 2025

<u>VENDOR</u>	EXPENDITURE CLASSIFICATION	<u>AMOUNT</u>
IUSD	005710-59-5864	\$31,498.06
IUSD	005501-59-5810	\$7,747.72
IUSD	005710-59-5811	\$5,750.00
IUSD	005710-59-4305	

# TOTAL

# \$44,995.78

## EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$31,498.06
005501-59-5810	\$7,747.72
005710-59-5811	\$5,750.00
005710-59-4305	

# TOTAL \$44,995.78



**City of Irvine** FINANCE DEPARTMENT P.O. BOX 19575 IRVINE, CA 92623-9575 949-724-6041

#### IRVINE CHILD CARE PROJECT 5050 BARRANCA PKWY IRVINE, CA 92604-4652

CUSTOMER NO. C4604

**INVOICE NO.** 224069

**INVOICE DATE** 03/18/2025

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

Past due accounts may be referred to a collection agency.

**Original Amount** 

\$44,995.78

FEBRUARY 2025 STAFFING: ADMINISTRATION = \$31,279.70 STAFFING: GRANT ADMINISTRATION= \$7,747.72 SUPPLIES: \$0 DUPLICATING= \$200.00 CONTRACT SERVICES PAID ON CARD = \$0 CONTRACT SERVICES= \$5,750.00 LOCAL TRAVEL= \$18.36

TOTAL: \$44,995.78

Total Due:

\$44,995.78

#### PAYMENT OPTIONS:



#### ELECTRONIC

Bank of America, 275 S. Valencia Ave, Brea CA 92823. City of Irvine General Account
 Bank Account #: 14330-00006 ACH Routing: 121000358 Wire Transfers: 026009593
 \*\* Please include invoice and customer numbers in payment details section



#### **CREDIT/DEBIT CARDS**

Please pay online at: https://arpayments.cityofirvine.org

#### CHECKS

Please mail to: Finance Department, City of Irvine, PO Box 19575, Irvine 92623-9575 \*\* Please include payment slip with check

#### PAYMENT SLIP

 CUSTOMER #:
 C4604

 INVOICE #:
 224069

 INVOICE DATE:
 03/18/2025

 TOTAL AMOUNT DUE:
 \$44,995.78

#### TOTAL PAYMENT:

\$

# **ITEM 2.8**

# IRVINE CHILD CARE PROJECT EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT

# TOPIC:IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID<br/>BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

**DESCRIPTION:** The following invoice totaling \$1,500.00 has been paid by IUSD on behalf of ICCP:

- \$1,500.00 to Eide Bailley for ICCP Audit
- **RECOMMENDATION:** Receive and file attached invoice for \$1,500.00 paid by IUSD on behalf of ICCP.

0000219-0000219 PWCPY 001 ----- 750565

LEDGER: 41 DATE IS	SUED: 02/25/2	5 VENDOR NAME : EID	E BAILLY LLP	VENDOR : V41	00117 снеск:	41004225
INVOICE DATE	INVOICE /	REF NUMBER	PURCHAS	E ORDER NUMBER		AMOUNT
02/19/25	EI01810235					1,500.00
PAID BY: IRVINE CHIL 5050 BARRANG IRVINE, CA 949-651-044	CA PARKWAY	ECT	SUMMARY	<u>OUNT OF INV</u> 1059 5838		1,500.00
Sub Fund 0101 Pay ONE The	ousand FIVE		SUPERINTENDENT OF SCI LD CARE PROJ	JECT	No. 410042 Date: 02/25/	
	To The E Order P	IDE BAILLY LLP O BOX 88678 ILWAUKEE, WI 5		v	\$*****	1,500.00
		WELLS 115 F	ESENTED WITHIN 6 MONTHS FARGO BANK, N.A. 1059ITAL DRIVE ERT, OH. 45891			
NOT NE	GOTIABLE	NOT NEGOTIABLE	NOT NEGOT	IABLE NO	F NEGOTIABLE	



**CPAs & BUSINESS ADVISORS** 

Ledger 41

#### INVOICE

Irvine Unified School District 5050 Barranca Pkwy	Client #: Online Pay Code:	207117 BXQBTD
Irvine CA 92604	Invoice #:	EI01810235
	Invoice Total:	\$1,500.00
Please return top portion with payment or	Make a Payment	
Invoice Is Due Upon Recei	ot	
Billing related to the preparation and filing of Irvine Child Care Project's 2023-2024 Special District's Financial Transaction Report to the State Controller's Office.		1,500.00
Invoice Total		\$ 1,500.00
DIRECT EXPENS	E	
01-005-710-59	- 5838	

8m 2/20/25

Date: 02/19/25 Inv

Invoice #: EI01810235

**Irvine Unified School District** 

Pay by Mail: \*\*New Remit to Address\*\* Eide Bailly LLP PO Box 88678 Milwaukee, WI 53288-8678 Pay Online: www.eidebailly.com/PayBill Request bank information to pay by ACH: Email accountsreceivable@eidebailly.com or call 701.476.8700

(A processing fee will be applied to any payments made by credit card)

Page: 1

# **ITEM 2.9**

# **DEPOSIT OF STATE GRANT APPORTIONMENT**

#### **IRVINE CHILD CARE PROJECT**

### TOPIC: DEPOSIT OF STATE GRANT APPORTIONMENT

**DESCRIPTION:** The Irvine Child Care Project has received checks totaling \$463,217.00 from the California Department of Social Services.

- \$4,373.00 Represents the final apportionment received for the Fiscal Year 2023-24 State Grant
- \$185,173.00 Represents the third apportionment received for the Fiscal Year 2024-25 State Grant
- \$273,671.00 Represents the fourth apportionment received for the Fiscal Year 2024-25 State Grant
- **RECOMMENDATION:** Receive and file record of deposit of funds from the California Department of Social Services as follows:
  - \$304,978.00 01-005-50100-8290
  - \$158,239.00 01-005-50100-8590



April 15, 2025

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-3191

I have enclosed a check from the State of California to deposit as the Final State Grant Apportionment, for FY 2023-24 in the amount of \$4,373.00.

Please deposit into the following accounts:

#### Final Apportionment (CCTR-3191):

\$00.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$00.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$4,271.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$53.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$49.00	Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Trací Stubbler

CDPR			То	tal			Dist	ribution		Comment and/or
Vendor			Pay	/ment	Agreement	PCA	Line		Fiscal	Apportionment
Code	SupplierName	InvoiceID	Am	t	Number	Code	Amo	ount	Year ID	Schedule/PayRun#
Q553	<b>IRVINE CHILD CARE PROJECT</b>	CD-20231213-Q5530	\$	4,373	CCTR3191	23254	\$	4,271	2023-24	June Final Paymant
Q553	<b>IRVINE CHILD CARE PROJECT</b>	CD-20231213-Q5530	\$	4,373	CCTR3191	23257	\$	53	2023-24	June Final Paymant
Q553	<b>IRVINE CHILD CARE PROJECT</b>	CD-20231213-Q5530	\$	4,373	CCTR3191	23334	\$	49	2023-24	June Final Paymant

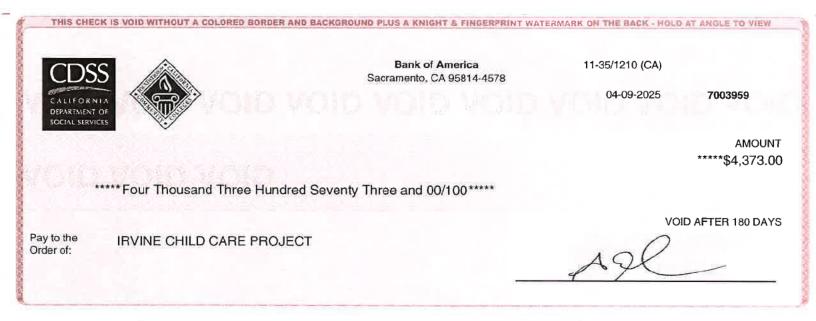
REORDER 905 U.S. PATENT NO. 6536290, 6575508, 5641183, 5755353, 5941384, 6035000Check No.7003959Check DateApr 9, 2025Check Amount\$4,373.00Child Care Contractors Program



1102 Q Street, Suite 4800 Sacramento, CA 95811

IRVINE CHILD CARE PROJECT ONE CIVIC CNTR PLAZA PO BOX 19575 IRVINE, CA 92623-9575

Invoice ID	Memo	Payment Amount
CD-20231213-Q5530	Analyst: BSOLLEY	\$4,373.00
	TOTAL	\$4,373.00





February 24, 2025

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-4197

I have enclosed a check from the State of California to deposit as the 3rd State Grant Apportionment, for FY 2024-25 in the amount of \$185,173.00.

Please deposit into the following accounts:

#### 3rd Apportionment (CCTR-4197):

\$111,06000	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$11,685.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$333.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$5,408.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$56,687.00	Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Trací Stubbler

CD 00										Comment and/or Apportionme
CDPR Vendo	or			Total_Pay	Agreement_	PCA_C	Dist	ribution_		nt Schedule/Pay
Code		SupplierName	InvoiceID	ment_Amt	Number	ode	Line	_Amount	FiscalYearID	Run#
	Q553	IRVINE CHILD CARE PROJECT	CD-20240702-Q5530	\$ 185,173	CCTR4197	13254	\$	111,060	2024-25	Feb-Mar #3
	Q553	IRVINE CHILD CARE PROJECT	CD-20240702-Q5530	\$ 185,173	CCTR4197	13257	\$	11,685	2024-25	Feb-Mar #3
	Q553	IRVINE CHILD CARE PROJECT	CD-20240702-Q5530	\$ 185,173	CCTR4197	15540	\$	333	2024-25	Feb-Mar #3
	Q553	IRVINE CHILD CARE PROJECT	CD-20240702-Q5530	\$ 185,173	CCTR4197	24568	\$	5,408	2024-25	Feb-Mar #3
	Q553	IRVINE CHILD CARE PROJECT	CD-20240702-Q5530	\$ 185,173	CCTR4197	25136	\$	56,687	2024-25	Feb-Mar #3



 REORDER 905
 U.S. PATENT NO. 5338290, 5575598, 5641183, 578353, 5984154, 600000

 Check No.
 7003728

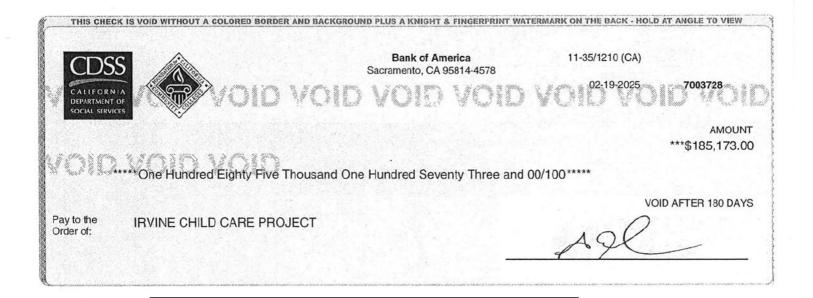
 Check Date
 Feb 19, 2025

 Check Amount
 \$185,173.00

 Child Care Contractors Program

IRVINE CHILD CARE PROJECT ONE CIVIC CNTR PLAZA PO BOX 19575 IRVINE, CA 92623-9575

Invoice ID	Memo	Payment Amount
CD-20240702-Q5530	brennah.solley@dss.ca.gov	\$185,173.00
	TOTAL	\$185,173.00





April 3, 2025

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-4197

I have enclosed a check from the State of California to deposit as the 4th State Grant Apportionment, for FY 2024-25 in the amount of \$273,671.00.

Please deposit into the following accounts:

#### 4th Apportionment (CCTR-4197):

\$164,136.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$17,271.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$493.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$7,992.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$83,779.00	Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Trací Stubbler

CDPR Vendor Code	SupplierName	InvoiceID	F	Total Payment Amt	Agreement Number	PCA Code	 stribution le Amount	Fiscal Year ID	Comment and/or Apportionment Schedule/PayRun#
Q553	IRVINE CHILD CARE PROJECT	CD-20241201-Q5530	\$	273,671	CCTR4197	13254	\$ 164,136	2024-25	March-June #1
Q553	IRVINE CHILD CARE PROJECT	CD-20241201-Q5530	\$	273,671	CCTR4197	13257	\$ 17,271	2024-25	March-June #1
Q553	IRVINE CHILD CARE PROJECT	CD-20241201-Q5530	\$	273,671	CCTR4197	15540	\$ 493	2024-25	March-June #1
Q553	IRVINE CHILD CARE PROJECT	CD-20241201-Q5530	\$	273,671	CCTR4197	24568	\$ 7,992	2024-25	March-June #1
Q553	IRVINE CHILD CARE PROJECT	CD-20241201-Q5530	\$	273,671	CCTR4197	25136	\$ 83,779	2024-25	March-June #1

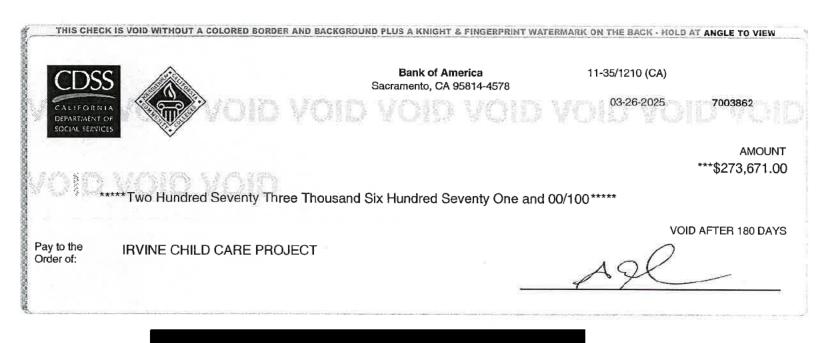




1102 Q Street, Suite 4800 Sacramento, CA 95811 REORDER 995 U.S. PATENT NO. 5538290, 5575508, 5641183, 5785333 5984364, 6930004Check No.7003862Check DateMar 26, 2025Check Amount\$273,671.00Child Care Contractors Program

IRVINE CHILD CARE PROJECT ONE CIVIC CNTR PLAZA PO BOX 19575 IRVINE, CA 92623-9575

Invoice ID	Memo	Payment Amount
CD-20241201-Q5530	brennah.solley@dss.ca.gov	\$273,671.00
	TOTAL	\$273,671.00



# **ITEM 2.10**

## DEPOSIT OF PLUS RATE PAYMENT PURSUANT TO SENATE BILL 140

#### **IRVINE CHILD CARE PROJECT**

# TOPIC:DEPOSIT OF PLUS RATE PAYMENT PURSUANT<br/>TO SENATE BILL 140

**DESCRIPTION:** Pursuant to Senate Bill 140, child care providers will receive a monthly 'Cost of Care Plus Rate Payment'. This is a monthly per-child payment intended to supplement subsidized child care reimbursement. Payments will be issued on a quarterly basis for services rendered December 2023 through June 2025.

Irvine Child Care Project received checks in the total amount of \$52,079.00, which covers the estimated payments for April, May, and June 2025 and has been issued through the State controller's office, outside of regular contracts.

- **RECOMMENDATION:** Receive and file the record of deposit of funds from the California Department of Social Services as follows:
  - \$ 52,079.00 01-005-50100-8590



BOARD CYRIL YU, President RYAN PAINTER, Vice President JENNA BERUMEN, Clerk CHRISTINE KNOWLAND, Member VACANT, Member

February 19, 2025

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of Plus Rate Payment Pursuant to SB 140

I have enclosed a check from the State of California to deposit a Plus Rate Payment pursuant to SB140. This payment is issued through the State Controller's Office, outside of regular contracts. Contractors will be receiving quarterly Plus Rate Payments through June 2025.

Please deposit into the following accounts:

\$51,172.00 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Trací Stubbler

State of (	SALIFORNIA 69-179322
THE TREASURER OF THE STATE WILL PAY OUT OF	F THE SUND NO. FUND NAME 8087 FISCAL CONSOLIDATED PMT
	000 MO.   DAY   YR. 90-1342/1211
TO: 179322 IRVINE CHILD CARE PROJEC ONE CIVIC CNTR PLAZA PO BOX 19575 IRVINE CA 92623-9575	T MO.I DAY YR. 02 11 2025 DOLLARS CENTS \$***51172.00 MALIA M. COHEN CALIFORNIA STATE CONTROLLER
SACRAMENTO CA 95814	UR RECORDS 69-1-79322
VENDOR NAME	VENDOR ID
IRVINE CHILD CARE PROJECT	0000052269
VOUCHER ID INVOICE ID	PO ID
00363068 Q553_CCPU_SB140	_01/25M
AMOUNT PAID	
\$51172.00	
PAYMENT MESSAGE	
Q553_CCPU_SB140	
ADDITIONAL PAYMENT MESSAGE	
INQUIRIES: CHILDDEVELOPMENTFI	SCAL DDSS, CA, GOV



BOARD CYRIL YU, President RYAN PAINTER, Vice President JENNA BERUMEN, Clerk CHRISTINE KNOWLAND, Member VACANT, Member

February 20, 2025

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of Plus Rate Payment Pursuant to SB 140

I have enclosed a check from the State of California to deposit a Plus Rate Payment pursuant to SB140. This payment is issued through the State Controller's Office, outside of regular contracts. Contractors will be receiving quarterly Plus Rate Payments through June 2025.

Please deposit into the following accounts:

\$907.00 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Trací Stubbler

	(D)		WATEHMARK - VIEW AT AN	
	State o	p (Gali	pornia	69-209436
THE IDENTIFICA	TREASURER OF THE STATE WILL PAY		ND NO. FUND NAME	
	52269		PISCAL CO	NSOLIDATED PMT
	SELOY	0000	10. I DAY I YR.	90 10404 211
		0.	2   14   2025	
PO BO	E CHILD CARE PRO IVIC CNTR PLAZA X 19575 E CA 92623-9575			DOLLARS CENTS \$*****907.00 Chen M. COHEN STATE CONTROLLER
12	к.			
	DETACH ON DO	TTED LINE		
ISSUE DATE: 02/1	REEP THIS PORTION FO	R YOUR RECORDS		69-209436
DEPARTMENT	OF SOCIAL OFFICE	EC.		_
CALIFORNIA	DEPARTMENT OF SC CA 95814	ICIAI SERV		
SACRAMENTO	CA 95814	SERV.	ICES /44 P ST	REET, MS 9-6-
FUR QUESTIO	NS CONTACT ACCOU	NTING DEP	ARTMENT AT 91	4/(EZ-1070
VENDOR NAME				6/65/~1932
		VENDO		
IRVINE CHIL	D CARE PROJECT	00000		
		00000	52269	
VOUCHER ID	INVOICE ID			
00364589	0557 0000 000			PO 1D
	Q553_CCPU_SB1	40_FY24Q4		
AMOUNT PAID				
\$907.00				
PAYMENT MESS				
INQUIRIES: C	HILDDEVELOPMENTF	ISCAL ADOC		
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	AYMENT MESSAGE			
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# **ITEM 2.11**

## DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND

#### **IRVINE CHILD CARE PROJECT**

#### TOPIC: DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

**DESCRIPTION:** The Irvine Child Care Project has received checks totaling the amount of \$41,112.00 from ICF for scholarships awarded in Jan, Feb, and Mar 2025.

\$12,420.00 January 2025\$14,674.50 February 2025\$14,017.50 March 2025

# **RECOMMENDATION:** Receive and file the record of deposit of funds from ICF into the appropriate account as follows:

- \$21,667.25 01-005-712-00-8290
- \$19,444.75 01-005-712-00-8689



March 5, 2025

TO: IUSD

#### FROM: TRACI STUBBLER ICCP ADMINISTRATOR

## SUBJECT: DEPOSIT OF ICF CHECK

I have enclosed check #5428 for \$12,420.00 (IRP) from the Irvine Children's Fund (ICF) for services in the month of January 2025.

Please deposit into the following account as follows:

\$0.00	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$0.00	ICF	deposit to account #	01-005-712-00-8689
\$12,420.00	IRP/ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler



## Irvine Children's Fund

#### **Board of Directors**

ICF President Lauren S. Brooks IUSD Board of Trustees ICF Immediate Past President

Greg S. Goodrich Bank of America Private Bank ICF Vice President

Kelly Reynolds HOAG Irvine

ICF Secretary Susan Whittaker Whittaker Planning Services

ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President

HOAG Anthony Kuo

Irvine Community Leader Rob Poetsch

Taco Bell

Sheri Reynolds SPLATT Design

**Patty Vidovich** Community Leader

Honorary Dan Borland

Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Mayor Larry Agran City of Irvine Cassie Parham Interim 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

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604 Dear President Yu:

Enclosed please find: Check #5428 in the amount of \$12,420.00 for the before and after school child care scholarships provided in January 2025

The \$12,420.00 is from the Irvine Recovery Plan Funds and provided 374 child care days for 23 children at 15 child care sites.

Sincerely,

(prooke mar

Lauren S. Brooks President Irvine Children's Fund

Sharon Wellikson

Sharon Wellikson Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Month 2024 - 2025	CDBG Public Service 2024 – 2025	Irvine Recovery Plan Grant	Total	Child Care Days	Check #
July 2024		\$6,731.50	\$6,731.50	103	#5416
Aug 2024		\$3,886.27	\$3,886.27	165	#5417
Sept 2024		\$9,060.81	<b>\$9,060.8</b> 1	312	#5419
Oct 2024		\$10,309.82	\$10,309.82	340	#5421
Nov 2024		\$12,862.00	\$12,862.00	321	#5424
Dec 2024		\$12,840.75	\$12,840.75	315	#5426
Jan. 2025		\$12.420.00	\$12,420.00	374	#5428
Feb 2024					
Mar 2025					
April 2025					
May 2025					
June 2025					
Total		\$58,111.15	\$68,111.15	1,930	

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2/10/2025

12,420.00

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12,420.00



March 19, 2025

TO: IUSD

#### FROM: TRACI STUBBLER ICCP ADMINISTRATOR

## SUBJECT: DEPOSIT OF ICF CHECK

I have enclosed check #5431 for \$14,674.50 from the Irvine Children's Fund (ICF) for services in the month of February 2025.

Please deposit into the following account as follows:

\$7,649.75	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$0.00	ICF	deposit to account #	01-005-712-00-8689
\$7,024.75	IRP/ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler



## Irvine Children's Fund

#### **Board of Directors**

ICF President Lauren S. Brooks IUSD Board of Trustees ICF Immediate Past President Greg S. Goodrich Bank of America Private Bank ICF Vice President Kelly Reynolds HOAG Irvine ICF Secretary Susan Whittaker Whittaker Planning Services ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President HOAG Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Patty Vidovich Community Leader

Honorary

Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Mayor Larry Agran City of Irvine Cassie Parham Interim 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**

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear President Yu:

Enclosed please find: Check #5431 in the amount of \$14,674.50 for the before and after school child care scholarships provided in February 2025

\$7,024.75 is from the Irvine Recovery Plan Funds and \$7,649.75 is from the CDBG Public Service 2024 - 2025 funds and totals \$14,674.50. These funds provided 379 child care days for 23 children at 15 child care sites.

Sharon Wellikson

Sharon Wellikson

Irvine Children's Fund

Sincerely, (Drooks

Lauren S. Brooks President Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Month 2024 - 2025	CDBG Public Service 2024 – 2025	Irvine Recovery Plan Grant	Total	Child Care Days	Check #
July 2024		\$6,731.50	\$6,731.50	103	#5416
Aug 2024		\$3,886.27	\$3,886.27	165	#5417
Sept 2024		\$9,060.81	\$9,060.81	312	#5419
Oct 2024		\$10,309.82	\$10,309.82	340	#5421
Nov 2024		\$12,862.00	\$12,862.00	321	#5424
Dec 2024		\$12,840.75	\$12,840.75	315	#5426
Jan. 2025		\$12,420.00	\$12,420.00	374	#5428
Feb 2024	\$7,649.75	\$7,024.75	\$14,674.50	379	#5431
Mar 2025					
April 2025					
May 2025					
June 2025					
Total	\$7,649.75	\$75,135.90	\$82,785.65	2,309	

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BOARD CYRIL YU, President RYAN PAINTER, Vice President JENNA BERUMEN, Clerk CHRISTINE KNOWLAND, Member VACANT, Member

April 8, 2025

TO: IUSD

#### FROM: TRACI STUBBLER ICCP ADMINISTRATOR

## SUBJECT: DEPOSIT OF ICF CHECK

I have enclosed check #5434 for \$14,017.50 from the Irvine Children's Fund (ICF) for services in the month of March 2025.

Please deposit into the following account as follows:

\$14,017.50	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$0.00	ICF	deposit to account #	01-005-712-00-8689
\$0.00	IRP/ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler



## Irvine Children's Fund

#### **Board of Directors**

ICF President Lauren S. Brooks IUSD Board of Trustees ICF Immediate Past President

Greg S. Goodrich Bank of America Private Bank ICF Vice President

Kelly Reynolds HOAG Irvine

ICF Secretary Susan Whittaker Whittaker Planning Services

ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President

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Anthony Kuo Irvine Community Leader Rob Poetsch

Taco Bell

Sheri Reynolds SPLATT Design

**Patty Vidovich** Community Leader

Honorary Dan Borland

Pacific Premier Bank **Stan Machesky** Irvine Unified School District **Michael Means** KLAA-AM 830, Retired

Ex Officio Mayor Larry Agran City of Irvine Cassie Parham Interim 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

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604 Dear President Yu:

Enclosed please find: Check #5434 in the amount of \$14,017.50 for the before and after school child care scholarships provided in March 2025.

\$14,017.50 is from the CDBG Public Service 2024 - 2025 funds. These funds provided 376 child care days for 22 children at 14 child care sites.

Sharon Wellikson

Sharon Wellikson

Irvine Children's Fund

Sincerely,

(Drocks) Kuller

Lauren S. Brooks President Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Month 2024 - 2025	CDBG Public Service 2024 – 2025	Irvine Recovery Plan Grant	Total	Child Care Days	Check #
July 2024		\$6,731.50	\$6,731.50	103	#5416
Aug 2024		\$3,886.27	\$3,886.27	165	#5417
Sept 2024		\$9,060.81	\$9,060.81	312	#5419
Oct 2024		\$10,309.82	\$10,309.82	340	#5421
Nov 2024		\$12,862.00	\$12,862.00	321	#5424
Dec 2024		\$12,840.75	\$12,840.75	315	#5426
Jan. 2025		\$12,420.00	\$12,420.00	374	#5428
Feb 2024	\$7,649.75	\$7,024.75	\$14,674.50	379	#5431
Mar 2025	\$14,017.50			376	#5434
April 2025					
May 2025					
June 2025					
Total	\$21,667.25	\$75,135.90	\$96,803.15	2,685	

Irvine Chil	IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES 14301 YALE AVE IRVINE, CA 92604-1901	VPAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.	5434 4/8/2025
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Child Care Scholarskips CDBG Public Service March 2025

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14,017.50

14,017.50

## **ITEM 2.12**

## RENEWAL OF MOU BEACON PARK K-8 SCHOOL CAMPUS

#### **IRVINE CHILD CARE PROJECT**

- TOPIC: RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS
- **DESCRIPTION:** In order for ICCP to provide on-site child care to Beacon Park families at Beacon Park K-8 School Campus, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU) prepared by 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, 2025 through June 30, 2026 is attached for Board approval.

The MOU was approved for signature at the May 6, 2025 IUSD board meeting.

**RECOMMENDATION:** Authorize a Board Member 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, 2025 through June 30, 2026.

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2025 ("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:\_\_\_\_\_

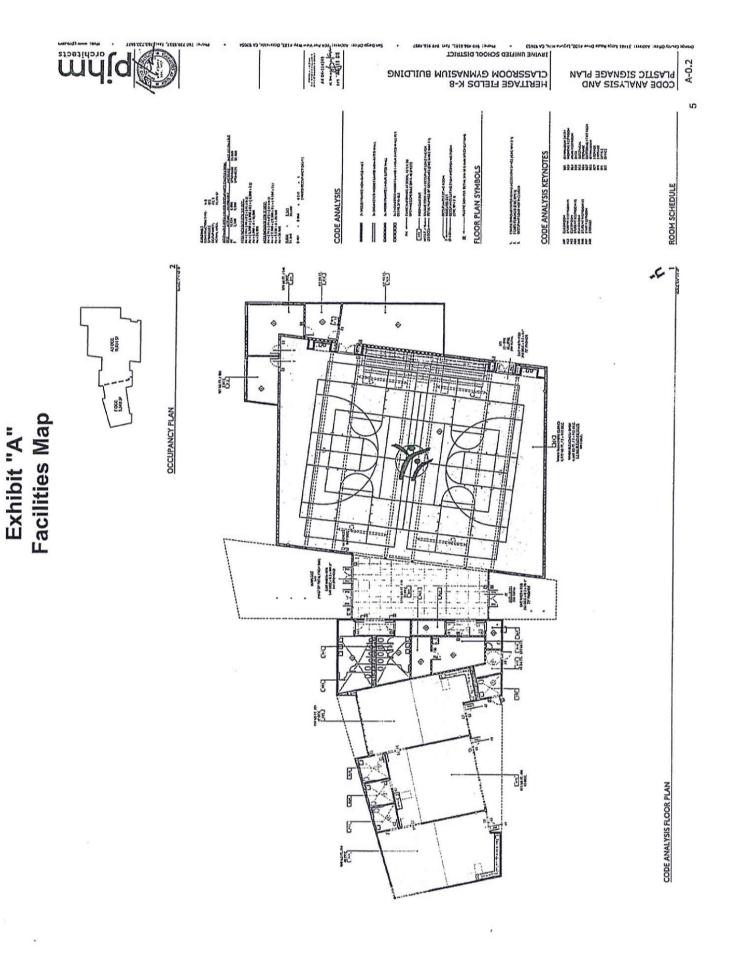
By:\_\_\_\_\_

John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By:\_\_\_\_\_ Cyril Yu President, Irvine Child Care Project

ICCP Board Approved:



## Exhibit "B"

## IRVINE CHILD CARE PROJECT

#### AGREEMENT FOR USE OF FACILITIES

#### SITE: Beacon Park School

**This Agreement**, made and entered into this 1<sup>st</sup> day of July, 2025 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> <u>Development Center, 2154 Monterey Blvd. #B, Hermosa Beach, CA 90254</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>200 Cultivate</u>, <u>Irvine</u>, <u>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 exclusive use of the below-described permanent classroom(s) at the school site, including interior restrooms, 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. pre-kindergarten and 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.

## Exhibit "B"

#### **GENERAL DAYS OF OPERATION (Monday-Friday)**

- 1. Before, After, During School (hours outlined above) on School Days; and
- 2. 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 Juneteenth 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 through last vacation day 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 program's compliance with the ICCP Quality Assessment Criteria and Licensee's continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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 or CCLD, notice shall be served of cancellation of the lessee's Agreement for Use of Portables 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
  - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the permanent classroom(s) during 6:30 a.m. to 6:30 p.m. hours of operation.
  - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
  - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by the Lessee.
  - 6. Lessee is responsible for charges incurred for additional/duplicate facility keys requested and facility re-key in the event of lost facility keys. All locksmith services shall be provided by IUSD and reimbursed by the Lessee.
  - 7. Lessee is responsible for charges incurred for duplicate ICCP Security Badge issuance. Badge replacements will be issued by IUSD and reimbursed by the Lessee.
- **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.
- F. If Lessee contracts with transportation providers for trips, then Lessee shall have full responsibility for the safe and timely transportation of students. This includes obtaining a Certificate of Insurance from the transportation provider covering all transportation activities, providing appropriately licensed and insured vehicles, qualified drivers with clean driving records, and adequate supervision of students during transport. Lessee shall remain ultimately liable for the performance of any transportation provider and ensuring their compliance with all terms of this Agreement and applicable laws. Lessee shall indemnify and hold harmless the ICCP and IUSD from any claims, losses, or expenses arising from the transportation services.
- **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 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 permanent 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 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	2,182.43	\$ 6,547.29	\$ 78,567.48
*1% rate inci	rease from the	2024-25 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. <u>Payment is due on or before the first (1<sup>st</sup>) day of each month</u> and received no later than the fifteenth (15<sup>th</sup>) 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/TERMINATION

- **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.
  - 1. The ICCP may terminate this Agreement for cause upon written notice to the Lessee; cause shall include: (a) a material breach of this Agreement by the Lessee; or (b) any act by Lessee exposing the ICCP to liability to others for personal injury or property damage. Written notice by the ICCP shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the ICCP may secure the required Services from another

contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the ICCP. Written notice by the ICCP shall be deemed given when received by the Lessee, or no later than three (3) days after the day of mailing, whichever is sooner.

2. Either party may immediately terminate this Agreement upon written notice if the other party is adjudged bankrupt by a court of competent jurisdiction, files a voluntary petition of bankruptcy in any court of competent jurisdiction, makes a general assignment of this Agreement for the benefit of its creditors or a receiver is appointed on account of such party's insolvency.

#### 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 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 nor shall Lessee commence the use of the premises or provide child care until five (5) days after Lessee submits Certificates of Insurance 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 workers' compensation insurance for their respective employees.

2. Commercial General Liability Insurance, Excess/Umbrella Liability Insurance, Sexual Abuse/Molestation, and Auto Business Liability Insurance for bodily injury, property damage, (including loss of use of property) and personal injury arising out of Lessee's operations of a child care center in the school site:

2.1	Commercial General Liability Insurance	
	i. General Aggregate	\$2,000,000
	ii. Each Occurrence	\$1,000,000
	iii. Products/Completed Operations	\$1,000,000
	iv. Personal and Advertising Injury	\$1,000,000
	v. Damage to Rented Premises	\$50,000
	vi. Medical Expense (any one person)	\$5,000

- 2.2 Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000 per occurrence, unless waived/reduced by the ICCP and IUSD. The policy shall follow form to the general liability insurance policy regarding coverage and exclusions.
- 2.3 Sexual Abuse and Molestation (SAM) liability coverage with minimum limits of \$4,000,000 per occurrence and \$4,000,000 aggregate, unless waived/reduced by the ICCP and IUSD. SAM liability coverage may be provided through the General Liability insurance policy; a combination of General Liability and Umbrella (excess) insurance policies; or through a separate SAM liability insurance policy.
- 2.4 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence (Required only if the Lessee drives on behalf of the ICCP and IUSD in the course of performing Services).

- a) Insurance policies 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 such insurance as is afforded by these policies shall be primary, and any insurance carried by ICCP and IUSD shall be excess and noncontributory.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that these policies <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."

- 3. Notwithstanding anything in this Agreement to the contrary, Lessee waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Parties") for any loss or damage to Lessee's business, any loss of use of the school site, and any loss, theft or damage to Lessee's property (including Lessee's automobiles or the contents thereof), including all rights (by way of subrogation or otherwise) or recovery, claims or actions arising out of the negligence of any ICCP Party, which loss or damage is (or would have been, had the insurance required by this Agreement been maintained) covered by insurance.
- **D.** Release and Indemnity
  - 1. Release by 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 respective 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 portables 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 portable(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:	Attention: 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. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, 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	<b>LESSEE</b> Rainbow Rising Child Development Center					
By: President, Irvine Child Care Project	By: Rick Porter					
DATED:	TITLE: President of the Board					
	MAILING ADDRESS:					
	Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254					
	PHONE: (310) 379-4912					
	EMAIL: admin@rainbowrising.org					
SITE: Beacon Park School						

200 Cultivate, Irvine, CA 92618

#### **EXHIBIT A**

# Schedule of Dates and Hours of Operation 2025-26 School Year

Provider: Rainbow Rising Site: Beacon Park School

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

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

	2025																				
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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.

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

Date

Title: President of the Board

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

# **ITEM 2.13**

# RENEWAL OF MOU CADENCE PARK K-8 SCHOOL CAMPUS

#### **IRVINE CHILD CARE PROJECT**

- TOPIC:RENEWAL OF MEMORANDUM OF UNDERSTANDING<br/>FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF<br/>PERMANENT CHILD CARE BUILDINGS AT<br/>CADENCE PARK K-8 SCHOOL CAMPUS
- **DESCRIPTION:** In order for ICCP to provide on-site child care to Cadence Park families at Cadence Park K-8 School Campus location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU) prepared by 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, 2025 through June 30, 2026 is attached for Board approval.

The MOU was approved for signature at the May 6, 2025 IUSD board meeting.

**RECOMMENDATION:** Authorize a Board Member 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, 2025 through June 30, 2026.

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2025 ("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:\_\_\_\_\_

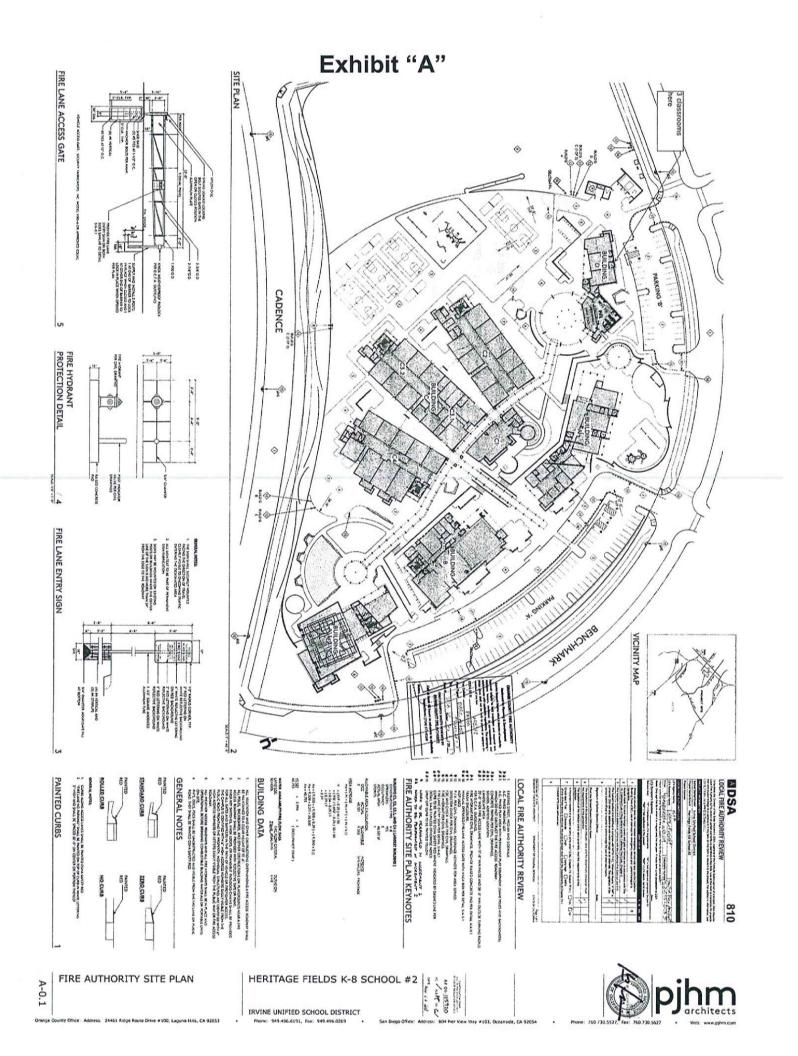
By:\_\_\_\_\_

John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By:\_\_\_\_\_ Cyril Yu 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 1<sup>st</sup> day of July, 2025 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> <u>Development Center, 2154 Monterey Blvd. #B, Hermosa Beach, CA 90254</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</u>, <u>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 exclusive use of the below-described permanent classroom(s) at the school site, including interior restrooms, 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. pre-kindergarten and 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
- 2. 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 Juneteenth 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 through last vacation day 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 program's compliance with the ICCP Quality Assessment Criteria and Licensee's continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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 or CCLD, notice shall be served of cancellation of the lessee's Agreement for Use of Portables 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
  - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the permanent classroom(s) during 6:30 a.m. to 6:30 p.m. hours of operation.
  - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
  - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by the Lessee.
  - 6. Lessee is responsible for charges incurred for additional/duplicate facility keys requested and facility re-key in the event of lost facility keys. All locksmith services shall be provided by IUSD and reimbursed by the Lessee.
  - 7. Lessee is responsible for charges incurred for duplicate ICCP Security Badge issuance. Badge replacements will be issued by IUSD and reimbursed by the Lessee.
- **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.
- F. If Lessee contracts with transportation providers for trips, then Lessee shall have full responsibility for the safe and timely transportation of students. This includes obtaining a Certificate of Insurance from the transportation provider covering all transportation activities, providing appropriately licensed and insured vehicles, qualified drivers with clean driving records, and adequate supervision of students during transport. Lessee shall remain ultimately liable for the performance of any transportation provider and ensuring their compliance with all terms of this Agreement and applicable laws. Lessee shall indemnify and hold harmless the ICCP and IUSD from any claims, losses, or expenses arising from the transportation services.
- **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 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 permanent 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 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	2,182.43	\$ 6,547.29	\$ 78,567.48
*1% rate incr			

#### 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 (1<sup>st</sup>) day of each month</u> and received no later than the fifteenth (15<sup>th</sup>) 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/TERMINATION

- **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.
  - 1. The ICCP may terminate this Agreement for cause upon written notice to the Lessee; cause shall include: (a) a material breach of this Agreement by the Lessee; or (b) any act by Lessee exposing the ICCP to liability to others for personal injury or property damage. Written notice by the ICCP shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the ICCP may secure the required Services from another

contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the ICCP. Written notice by the ICCP shall be deemed given when received by the Lessee, or no later than three (3) days after the day of mailing, whichever is sooner.

2. Either party may immediately terminate this Agreement upon written notice if the other party is adjudged bankrupt by a court of competent jurisdiction, files a voluntary petition of bankruptcy in any court of competent jurisdiction, makes a general assignment of this Agreement for the benefit of its creditors or a receiver is appointed on account of such party's insolvency.

#### 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 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 nor shall Lessee commence the use of the premises or provide child care until five (5) days after Lessee submits Certificates of Insurance 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 workers' compensation insurance for their respective employees.

2. Commercial General Liability Insurance, Excess/Umbrella Liability Insurance, Sexual Abuse/Molestation, and Auto Business Liability Insurance for bodily injury, property damage, (including loss of use of property) and personal injury arising out of Lessee's operations of a child care center in the school site:

2.1	Commercial General Liability Insurance	
	i. General Aggregate	\$2,000,000
	ii. Each Occurrence	\$1,000,000
	iii. Products/Completed Operations	\$1,000,000
	iv. Personal and Advertising Injury	\$1,000,000
	v. Damage to Rented Premises	\$50,000
	vi. Medical Expense (any one person)	\$5,000

- 2.2 Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000 per occurrence, unless waived/reduced by the ICCP and IUSD. The policy shall follow form to the general liability insurance policy regarding coverage and exclusions.
- 2.3 Sexual Abuse and Molestation (SAM) liability coverage with minimum limits of \$4,000,000 per occurrence and \$4,000,000 aggregate, unless waived/reduced by the ICCP and IUSD. SAM liability coverage may be provided through the General Liability insurance policy; a combination of General Liability and Umbrella (excess) insurance policies; or through a separate SAM liability insurance policy.
- 2.4 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence (Required only if the Lessee drives on behalf of the ICCP and IUSD in the course of performing Services).

- a) Insurance policies 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 such insurance as is afforded by these policies shall be primary, and any insurance carried by ICCP and IUSD shall be excess and noncontributory.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that these policies <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."

- 3. Notwithstanding anything in this Agreement to the contrary, Lessee waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Parties") for any loss or damage to Lessee's business, any loss of use of the school site, and any loss, theft or damage to Lessee's property (including Lessee's automobiles or the contents thereof), including all rights (by way of subrogation or otherwise) or recovery, claims or actions arising out of the negligence of any ICCP Party, which loss or damage is (or would have been, had the insurance required by this Agreement been maintained) covered by insurance.
- **D.** Release and Indemnity
  - 1. Release by 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 respective 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 portables 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 portable(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:	Attention: 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. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, 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	<b>LESSEE</b> Rainbow Rising Child Development Center					
By: President, Irvine Child Care Project	By: Rick Porter					
DATED:	TITLE: President of the Board					
	MAILING ADDRESS:					
	Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254					
	PHONE: (310) 379-4912					
	EMAIL: admin@rainbowrising.org					
SITE: Cadence Park School						

750 Benchmark, Irvine, CA 92618

#### **EXHIBIT A**

# Schedule of Dates and Hours of Operation 2025-26 School Year

Provider: Rainbow Rising Site: Cadence Park School

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

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

	2025																			
JULY						AU	GU	ST					SE	PTE	MB	ER				
S	м	т	w	т	F	S	S	м	т	w	т	F	S	S	м	т	w	т	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													

#### OCTOBER

S	м	т	w	т	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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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.

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

Date

Title: <u>President of the Board</u>

SITE: Cadence Park School 750 Benchmark, Irvine, CA 92618

# **ITEM 2.14**

# RENEWAL OF MOU SOLIS PARK K-8 SCHOOL CAMPUS

#### **IRVINE CHILD CARE PROJECT**

- TOPIC:RENEWAL OF MEMORANDUM OF UNDERSTANDING<br/>FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF<br/>PERMANENT CHILD CARE BUILDINGS AT SOLIS<br/>PARK K-8 SCHOOL CAMPUS
- **DESCRIPTION:** In order for ICCP to provide on-site child care to Solis Park families at Solis Park K-8 School Campus location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU) prepared by 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, 2025 through June 30, 2026 is attached for Board approval.

The MOU was approved for signature at the May 6, 2025 IUSD board meeting.

**RECOMMENDATION:** Authorize a Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2025 through June 30, 2026.

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1<sup>st</sup> day of July, 2025 ("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 Solis Park School campus.

### **SECTION 1 - LOCATION**

The Solis Park School is a K-8 school campus located at 101 Abacus, 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:\_\_\_\_\_

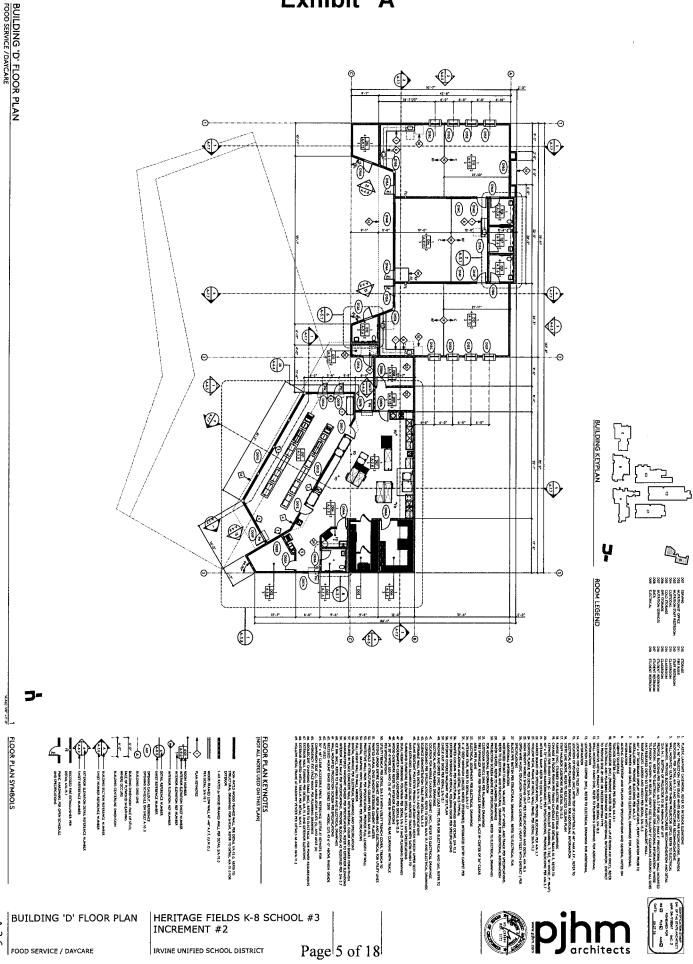
John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By:\_\_\_\_\_ Cyril Yu President, Irvine Child Care Project

ICCP Board Approved:\_\_\_\_\_





A-2.6

## IRVINE CHILD CARE PROJECT

## AGREEMENT FOR USE OF FACILITIES

## SITE: Solis Park School

**This Agreement**, made and entered into this 1<sup>st</sup> day of July, 2025 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> <u>Development Center, 2154 Monterey Blvd. #B, Hermosa Beach, CA 90254</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>101 Abacus, Irvine,</u> <u>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 exclusive use of the below-described permanent classroom(s) at the school site, including interior restrooms, 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. pre-kindergarten and 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
- 2. 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 Juneteenth 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 through last vacation day 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 program's compliance with the ICCP Quality Assessment Criteria and Licensee's continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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 or CCLD, notice shall be served of cancellation of the lessee's Agreement for Use of Portables 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
  - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the permanent classroom(s) during 6:30 a.m. to 6:30 p.m. hours of operation.
  - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
  - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by the Lessee.
  - 6. Lessee is responsible for charges incurred for additional/duplicate facility keys requested and facility re-key in the event of lost facility keys. All locksmith services shall be provided by IUSD and reimbursed by the Lessee.
  - 7. Lessee is responsible for charges incurred for duplicate ICCP Security Badge issuance. Badge replacements will be issued by IUSD and reimbursed by the Lessee.
- **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.
- F. If Lessee contracts with transportation providers for trips, then Lessee shall have full responsibility for the safe and timely transportation of students. This includes obtaining a Certificate of Insurance from the transportation provider covering all transportation activities, providing appropriately licensed and insured vehicles, qualified drivers with clean driving records, and adequate supervision of students during transport. Lessee shall remain ultimately liable for the performance of any transportation provider and ensuring their compliance with all terms of this Agreement and applicable laws. Lessee shall indemnify and hold harmless the ICCP and IUSD from any claims, losses, or expenses arising from the transportation services.
- **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 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 permanent 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 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	2,182.43	\$ 6,547.29	\$ 78,567.48
*1% rate incr	ease from the	2024-25 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. <u>Payment is due on or before the first (1<sup>st</sup>) day of each month</u> and received no later than the fifteenth (15<sup>th</sup>) 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/TERMINATION

- **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.
  - 1. The ICCP may terminate this Agreement for cause upon written notice to the Lessee; cause shall include: (a) a material breach of this Agreement by the Lessee; or (b) any act by Lessee exposing the ICCP to liability to others for personal injury or property damage. Written notice by the ICCP shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the ICCP may secure the required Services from another

contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the ICCP. Written notice by the ICCP shall be deemed given when received by the Lessee, or no later than three (3) days after the day of mailing, whichever is sooner.

2. Either party may immediately terminate this Agreement upon written notice if the other party is adjudged bankrupt by a court of competent jurisdiction, files a voluntary petition of bankruptcy in any court of competent jurisdiction, makes a general assignment of this Agreement for the benefit of its creditors or a receiver is appointed on account of such party's insolvency.

## 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 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 nor shall Lessee commence the use of the premises or provide child care until five (5) days after Lessee submits Certificates of Insurance 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 workers' compensation insurance for their respective employees.

2. Commercial General Liability Insurance, Excess/Umbrella Liability Insurance, Sexual Abuse/Molestation, and Auto Business Liability Insurance for bodily injury, property damage, (including loss of use of property) and personal injury arising out of Lessee's operations of a child care center in the school site:

2.1	Commercial General Liability Insurance	
	i. General Aggregate	\$2,000,000
	ii. Each Occurrence	\$1,000,000
	iii. Products/Completed Operations	\$1,000,000
	iv. Personal and Advertising Injury	\$1,000,000
	v. Damage to Rented Premises	\$50,000
	vi. Medical Expense (any one person)	\$5,000

- 2.2 Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000 per occurrence, unless waived/reduced by the ICCP and IUSD. The policy shall follow form to the general liability insurance policy regarding coverage and exclusions.
- 2.3 Sexual Abuse and Molestation (SAM) liability coverage with minimum limits of \$4,000,000 per occurrence and \$4,000,000 aggregate, unless waived/reduced by the ICCP and IUSD. SAM liability coverage may be provided through the General Liability insurance policy; a combination of General Liability and Umbrella (excess) insurance policies; or through a separate SAM liability insurance policy.
- 2.4 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence (Required only if the Lessee drives on behalf of the ICCP and IUSD in the course of performing Services).

- a) Insurance policies 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 such insurance as is afforded by these policies shall be primary, and any insurance carried by ICCP and IUSD shall be excess and noncontributory.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that these policies <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."

- 3. Notwithstanding anything in this Agreement to the contrary, Lessee waives, and shall cause its insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Parties") for any loss or damage to Lessee's business, any loss of use of the school site, and any loss, theft or damage to Lessee's property (including Lessee's automobiles or the contents thereof), including all rights (by way of subrogation or otherwise) or recovery, claims or actions arising out of the negligence of any ICCP Party, which loss or damage is (or would have been, had the insurance required by this Agreement been maintained) covered by insurance.
- **D.** Release and Indemnity
  - 1. Release by 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 respective 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 portables 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 portable(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
TO LESSEE:	Irvine, CA 92604 Attention: 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. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, 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	By: Rick Porter
DATED:	TITLE: President of the Board
	MAILING ADDRESS:
	Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254
	PHONE: (310) 379-4912
	EMAIL: admin@rainbowrising.org
SITE: Solis Park School	

101 Abacus, Irvine, CA 92618

## **EXHIBIT A**

## Schedule of Dates and Hours of Operation 2025-26 School Year

Provider: Rainbow Rising Site: Solis Park School

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

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.

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

Date

Title: President of the Board

SITE: Solis Park School 101 Abacus, Irvine, CA 92618

# 3. BOARD BUSINESS

# **ITEM 3.1**

# IRVINE CHILD CARE PROJECT PROVIDER LEASE RENEWAL

## **IRVINE CHILD CARE PROJECT**

## TOPIC: IRVINE CHILD CARE PROJECT (ICCP) PROVIDER LEASE RENEWAL

- **DESCRIPTION:** Continued compliance with each of the following is required for annual lease renewal of ICCP child care program operators for each site:
  - State of California Community Care Licensing Requirements;
  - All health and safety best practices as indicated by the Orange County Health Care Agency and the California Department of Public Health; and
  - ICCP quality standards as evidenced by on-site assessment and the evaluation of any follow-up documentation submitted as required

All 29 ICCP programs have demonstrated continued compliance with the criteria listed above and are recommended for lease renewal for Fiscal Year 2025-26.

**RECOMMENDATION:** Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2025-26.

ICCP/Stubbler May 12, 2025

# **ITEM 3.2**

# IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2025-26 WITH MULTI-YEAR BUDGET PROJECTIONS

## **IRVINE CHILD CARE PROJECT**

# TOPIC:IRVINECHILDCAREPROJECT(ICCP)PROPOSED BUDGET FOR FISCAL YEAR 2025-26WITH MULTI-YEAR BUDGET PROJECTIONS

**DESCRIPTION:** Submitted for Board's review and discussion is the ICCP Proposed Budget for Fiscal Year (FY) 2025-26 with multi-year Budget Projection for FY 2026-27, FY 2027-28, and FY 2028-29.

## **RECOMMENDATION:** Approve the Fiscal Year 2025-26 Budget.

# Irvine Child Care Project (A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2025-26 with Multi Year Budget Projection - 1% Rent Increase

	2024-25	2025-26	2026-27	2027-28	2028-29
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	\$1,970,668	\$1,990,375	\$2,010,279	\$2,030,382	\$2,050,685
8660 Interest Income Cnty	\$140,000	\$126,000	\$113,400	\$113,400	\$113,400
Total Revenue:	\$2,110,668	\$2,116,375	\$2,123,679	\$2,143,782	\$2,164,085
OPERATING EXPENDITURES					
4305 Campus Safety	\$10,000	\$5,250 (1)	\$9,000 (1)	\$10,300 (1)	\$9,000 (1)
4306 M & O Repairs done by IUSD	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
4376 Materials/Supplies	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
4388 Custodial Supplies	\$6,000 (2)	\$0	\$0	\$0	\$0
4401 Non-Capitalized Equipment	\$20,000 (2)	\$0	\$0	\$0	\$0
5450 Insurance	\$142,760	\$159,892 (3)	\$179,080 (3)	\$200,570 (3)	\$224,639 (3)
5500 Utilities	\$111,232	\$116,794 (4)	\$122,634 (4)	\$128,766 (4)	\$135,205 (4)
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5810 Services/Contracts (Water testing Req)	\$0	\$0	\$0	\$30,000 (5)	\$0
5811 Consultants	\$65,000	\$65,000 (6)	\$65,000 (6)	\$65,000 (6)	\$65,000 (6)
5817 Scholarships	\$0	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$9,800	\$8,820	\$7,938	\$7,938	\$7,938
5838 Audit	\$20,000	\$22,000	\$24,000	\$26,000	\$28,000
5861 Facilities & Financial Support / IUSD	\$133,329	\$134,221 (7)	\$136,150 (7)	\$138,212 (7)	\$140,116 (7)
5862 Custodial Services	\$702,144	\$731,832 (8)	\$743,836 (8)	\$756,509 (8)	\$763,114 (8)
5864 Program Coordination / City	\$463,748	\$664,444 (9)	\$687,494 (9)	\$711,403 (9)	\$736,203 (9)
Total Operating Expenditures:	\$1,785,013	\$2,039,253	\$2,106,132	\$2,205,698	\$2,240,215
Total Excess (Deficiency):	\$325,655	\$77,122	\$17,547	(\$61,916)	(\$76,130)
CAPITAL EXPENDITURES					
6210 Building Improvement / \$5K Threshold	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000
6410 Custodial Vehicles	\$107,000 (10)	\$70,000 (10)	\$65,000 (10)	\$60,000 (10)	\$60,000 (10
Total Capital Expenditures:	\$222,000	\$185,000	\$180,000	\$175,000	\$175,000
Net Increase (Decrease):	\$103,655	(\$107,878)	(\$162,453)	(\$236,916)	(\$251,130)
Beginning Balance, July 1	\$2,585,849	\$2,689,504	\$2,581,626	\$2,419,173	\$2,182,257
Ending Balance, June 30	\$2,689,504	\$2,581,626	\$2,419,173	\$2,182,257	\$1,931,127
Components of Ending Balance:					
Capital Facilities (Modular Replacement) Reserve	\$2,629,294	\$2,514,899	\$2,350,589	\$2,110,836	\$1,858,671
3% Operation Reserve	\$60,210	\$66,728	\$68,584	\$71,421	\$72,456

## Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2025-26 with Multi Year Budget Projection - 1% Rent Increase

	2024-25	2025-26	2026-27	2027-28	2028-29
GRANT PROGRAM FUNDS	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
STATE GRANT/CDD					
COST CENTER 005501					
REVENUE					
8290 Child Development Apportionments	\$477,009	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$477,009	\$679,000	\$679,000	\$679,000	\$679,000
Total Revenue:	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
EXPENDITURES					
5810 Serv./Contracts	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Total Expenditures:	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$C
LOCAL GRANT / Irvine Childrens Fund (ICF) COST CENTER 005712 REVENUE					
8689 All Other Fees & Contracts	\$93,819	\$136,000	\$136,000	\$136,000	\$136,000
8290 Other Local Revenue/CDBG	\$58,791	\$64,000	\$64,000	\$64,000	\$64,000
Total Revenue:	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
EXPENDITURES					
5817 Scholarships	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
Total Expenditures:	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
GRANT PROGRAM FUND SUMMARY					
REVENUE	\$1,106,628	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
EXPENDITURES	\$1,106,628	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
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	\$C
TOTAL ICCP FUND BALANCE:	\$2,689,504	\$2,581,626	\$2,419,173	\$2,182,257	\$1,931,127
(Operating Fund + Grant Program Funds)		+=,,-=0	<i>+_,,</i>	+=,=,=+1	÷.,••1,1 <b>=</b> 1

(Operating Fund + Grant Program Funds)

## Irvine Child Care Project

(A California Joint Powers Authority)

#### Statement Of Revenues, Expenditures, and Changes

#### Proposed Budget FY 2025-26 with Multi Year Budget Projection - 1% Rent Increase

#### Budget Assumptions

(1) Budgeted replacement AED pads and batteries, and potential replacement or addition of one security radio per year.

(2) Budgeted \$26K every 5 years beginning FY 2024-25.

(3) 12% increase year over year based on 4 year average of actuals.

(4) 5% increase year over year.

(5) Required water testing every 5 years beginning FY 2022-23.

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

(7) Increase due to projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.

(8) Increase due to projected increase for step in column & benefit increases of custodial salaries, addition of 2 sites (Loma Ridge and Solis Park), more students and supply usage, and industry wide price increases. Increased custodial supplies \$2K annually beginning FY 2020-21.

(9) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, and a 5% increase in contract services costs each year.

(10) Increase due to current market price of custodial work vans since original purchases in 2009.

# Irvine Child Care Project (A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2025-26 with Multi Year Budget Projection - 2% Rent Increase

	2024-25	2025-26	2026-27	2027-28	2028-29	
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	\$1,970,668	\$2,010,082	\$2,050,283	\$2,091,289	\$2,133,115	
8660 Interest Income Cnty	\$140,000	\$126,000	\$113,400	\$113,400	\$113,400	
Total Revenue:	\$2,110,668	\$2,136,082	\$2,163,683	\$2,204,689	\$2,246,515	
OPERATING EXPENDITURES						
4305 Campus Safety	\$10,000	\$5,250 (1)	\$9,000 (1)	\$10,300 (1)	\$9,000 (1)	
4306 M & O Repairs done by IUSD	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	
4376 Materials/Supplies	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
4388 Custodial Supplies	\$6,000 (2)	\$0	\$0	\$0	\$0	
4401 Non-Capitalized Equipment	\$20,000 (2)	\$0	\$0	\$0	\$0	
5450 Insurance	\$142,760	\$159,892 (3)	\$179,080 (3)	\$200,570 (3)	\$224,639 (3)	
5500 Utilities	\$111,232	\$116,794 (4)	\$122,634 (4)	\$128,766 (4)	\$135,205 (4)	
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	
5810 Services/Contracts (Water testing Req)	\$0	\$0	\$0	\$30,000 (5)	\$0	
5811 Consultants	\$65,000	\$65,000 (6)	\$65,000 (6)	\$65,000 (6)	\$65,000 (6)	
5817 Scholarships	\$0	\$30,000	\$30,000	\$30,000	\$30,000	
5837 Interest Expense	\$9,800	\$8,820	\$7,938	\$7,938	\$7,938	
5838 Audit	\$20,000	\$22,000	\$24,000	\$26,000	\$28,000	
5861 Facilities & Financial Support / IUSD	\$133,329	\$134,221 (7)	\$136,150 (7)	\$138,212 (7)	\$140,116 (7)	
5862 Custodial Services	\$702,144	\$731,832 (8)	\$743,836 (8)	\$756,509 (8)	\$763,114 (8)	
5864 Program Coordination / City	\$463,748	\$664,444 (9)	\$687,494 (9)	\$711,403 (9)	\$736,203 (9)	
Total Operating Expenditures:	\$1,785,013	\$2,039,253	\$2,106,132	\$2,205,698	\$2,240,215	
Total Excess (Deficiency):	\$325,655	\$96,829	\$57,551	(\$1,009)	\$6,300	
CAPITAL EXPENDITURES						
6210 Building Improvement / \$5K Threshold	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	
6410 Custodial Vehicles	\$107,000 (10)	\$70,000 (10)	\$65,000 (10)	\$60,000 (10)	\$60,000 (10	
Total Capital Expenditures:	\$222,000	\$185,000	\$180,000	\$175,000	\$175,000	
Net Increase (Decrease):	\$103,655	(\$88,171)	(\$122,449)	(\$176,009)	(\$168,700)	
Beginning Balance, July 1	\$2,585,849	\$2,689,504	\$2,601,333	\$2,478,884	\$2,302,875	
Ending Balance, June 30	\$2,689,504	\$2,601,333	\$2,478,884	\$2,302,875	\$2,134,175	
Components of Ending Balance:				· ·		
Capital Facilities (Modular Replacement) Reserve	\$2,629,294	\$2,534,606	\$2,410,300	\$2,231,454	\$2,061,719	
3% Operation Reserve	\$60,210	\$66,728	\$68,584	\$71,421	\$72,456	

## Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2025-26 with Multi Year Budget Projection - 2% Rent Increase

	2024-25	2025-26	2026-27	2027-28	2028-29
GRANT PROGRAM FUNDS	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
STATE GRANT/CDD					
COST CENTER 005501					
REVENUE					
8290 Child Development Apportionments	\$477,009	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$477,009	\$679,000	\$679,000	\$679,000	\$679,000
Total Revenue:	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
EXPENDITURES					
5810 Serv./Contracts	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Total Expenditures:	\$954,017	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
COST CENTER 005712 REVENUE 8689 All Other Fees & Contracts	\$93.819	\$136.000	\$136.000	\$136.000	\$136.000
8290 Other Local Revenue/CDBG	\$58,791	\$64,000	\$64,000	\$64,000	\$64,000
Total Revenue:	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
EXPENDITURES	··-,···	+;	+;	+===,===	+;
5817 Scholarships	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
Total Expenditures:	\$152,610	\$200,000	\$200,000	\$200,000	\$200,000
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
GRANT PROGRAM FUND SUMMARY					
REVENUE	\$1,106,628	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
EXPENDITURES	\$1,106,628	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
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:	\$2,689,504	\$2,601,333	\$2,478,884	\$2,302,875	\$2,134,175
(Operating Fund + Grant Program Funds)		+2,001,000	¥2,0,004	<i><b>v</b></i> <b>2</b> ,002,010	<b>₩</b> =,1 <b>0</b> -7,17 <b>0</b>

(Operating Fund + Grant Program Funds)

#### Irvine Child Care Project

(A California Joint Powers Authority)

#### Statement Of Revenues, Expenditures, and Changes

#### Proposed Budget FY 2025-26 with Multi Year Budget Projection - 2% Rent Increase

#### Budget Assumptions

(1) Budgeted replacement AED pads and batteries, and potential replacement or addition of one security radio per year.

(2) Budgeted \$26K every 5 years beginning FY 2024-25.

(3) 12% increase year over year based on 4 year average of actuals.

(4) 5% increase year over year.

(5) Required water testing every 5 years beginning FY 2022-23.

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

(7) Increase due to projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.

(8) Increase due to projected increase for step in column & benefit increases of custodial salaries, addition of 2 sites (Loma Ridge and Solis Park), more students and supply usage, and industry wide price increases. Increased custodial supplies \$2K annually beginning FY 2020-21.

(9) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, and a 5% increase in contract services costs each year.

(10) Increase due to current market price of custodial work vans since original purchases in 2009.