

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.29
(ID # 8285)

MEETING DATE:

Tuesday, August 6, 2019

FROM : PUBLIC SOCIAL SERVICES AND PROBATION :

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES & DEPARTMENT OF PROBATION: Approve and Execute the Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students in Foster Care Agreement by and among the County of Riverside on behalf of its Department of Public Social Services and its Probation Department, and the Riverside County Local Education Agencies effective through June 30, 2022. All Districts; [Total Costs \$600,000; Annual Cost \$200,000 - 30.2% Federal, 1.1% State, 43.7% Realignment; 25% General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students in Foster Care Agreement by and among the County of Riverside on behalf of its Department of Public Social Services and its Probation Department and the Riverside County Local Education Agencies, in an annual amount not to exceed \$200,000, effective upon execution through June 30, 2022.

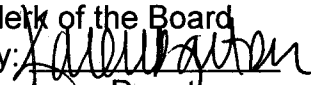
ACTION: Policy


Sarah S Mack, Asst. County Executive Officer 6/26/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: August 6, 2019
xc: DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 150,000	\$ 150,000	\$ 450,000	\$ 0
NET COUNTY COST	\$ 50,000	\$ 50,000	\$ 150,000	\$ 0
SOURCE OF FUNDS: DPSS: 30.2% Federal; 1.1% State; 43.7% Realignment. Probation: 25% General Fund			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Due to the challenges that foster youth may face with placement and home instability, the Every Student Succeeds Act (ESSA) mandates that Local Education Agencies (LEAs) and child welfare and probation agencies work together to increase school stability for foster students. This legislation aims to ensure that transportation is provided and funded for students who reside in a foster placement outside of their school-of-origin for the duration of the youth's time in foster care, and includes a dispute resolution process to ensure that a dispute does not interrupt the provision of transportation for youth. The Agreement between the LEAs and Riverside County DPSS and Department of Probation follows the ESSA transportation guidelines and serves as a mutual agreement that the parties will work collaboratively to meet the educational needs of foster youth. The LEAs listed below are parties to this Agreement:

Alvord Unified School District
 Beaumont Unified School District
 Corona-Norco Unified School District
 Desert Sands Unified School District
 Jurupa Unified School District
 Menifee Union School District
 Murrieta Valley Unified School District
 Palm Springs Unified School District
 Perris Elementary School District
 Riverside Unified School District
 San Jacinto Unified School District
 Val Verde Unified School District

Banning Unified School District
 Coachella Valley Unified School District
 Desert Center Unified School District
 Hemet Unified School District
 Lake Elsinore Unified School District
 Moreno Valley Unified School District
 Nuvview Union School District
 Palo Verde Unified School District
 Perris Union High School District
 Romoland School District
 Temecula Valley Unified School District

Impact on Residents and Businesses

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Based on the ESSA guidelines, this agreement will ensure that transportation services are provided to foster youth who reside in a foster placement that is outside the boundaries of their school-of-origin.

Additional Fiscal Information

Both DPSS and the Department of Probation have budgeted funds for this agreement. DPSS' annual cost is \$150,000 and Probation's annual cost is \$50,000, with a combined aggregate amount not to exceed \$600,000 for three years.

Fiscal Year Period	DPSS Annual Payment	Probation Annual Payment
Upon Execution - June 30, 2020	\$150,000	\$ 50,000
July 1, 2020 through June 30, 2021	\$150,000	\$ 50,000
July 1, 2021 through June 30, 2022	\$150,000	\$ 50,000
Total:	\$450,000	\$150,000

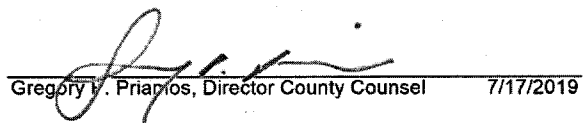
Contract History and Price Reasonableness

This agreement was negotiated without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

ATTACHMENTS:

Attachment A: Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students in Foster Care Agreement by and among the County of Riverside on behalf of its Department of Public Social Services and its Probation Department and the Riverside County Local Education Agencies


Teresa Summers, Director of Purchasing 6/26/2019


Gregory K. Priamos, Director County Counsel 7/17/2019

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CS-04031

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students
in Foster Care**

This Agreement (herein referred to as "AGREEMENT") is made and entered into this ____ day of _____, 2019 by and among the County of Riverside (herein referred to as "County"), a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "DPSS") and its Probation Department (herein referred to as "Probation"), and the following Riverside County Local Education Agencies (herein referred to individually as an "LEA" or collectively as "LEAs"):

Alvord Unified School District
Beaumont Unified School District
Corona-Norco Unified School District
Desert Sands Unified School District
Jurupa Unified School District
Menifee Union School District
Murrieta Valley Unified School District
Palm Springs Unified School District
Perris Elementary School District
Riverside Unified School District
San Jacinto Unified School District
Val Verde Unified School District

Banning Unified School District
Coachella Valley Unified School District
Desert Center Unified School District
Hemet Unified School District
Lake Elsinore Unified School District
Moreno Valley Unified School District
Nuview Union School District
Palo Verde Unified School District
Perris Union High School District
Romoland School District
Temecula Valley Unified School District

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Attachment A – DPSS Reimbursement Provisions

Attachment B – Probation Reimbursement Provisions

Exhibit A – DPSS 2076A, 2076B, & Instructions

AGREEMENT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "AB 490 Liaison" is the appointed LEA staff person designated to serve foster youth in each LEA, as per California Education Code section 48853.5(c).
- B. "Additional Costs" are the difference between what the LFEA would spend to transport a student to his/her School of Origin based on existing transportation options currently available within the LEA, and the cost of transporting a Foster Student in Foster Care to his/her School of Origin.
- C. "Best Interest Determination" is a process where the AB 490 Liaison, the Foster Student, and his/her Educational Rights Holder decide what school the Foster Student shall attend after a foster placement change. Under Federal and California law, a child in Foster Care shall remain or enroll in his/her School of Origin unless a determination is made that it is not in the child's best interest to attend the School of Origin. Factors to consider when determining if maintaining School of Origin enrollment is in the Foster Student's best interests include, but are not limited to the following:
 - 1. The appropriateness of the current educational setting
 - 2. The proximity of the placement
 - 3. Duration of enrollment at the School of Origin
 - 4. Commute distance/travel time/traffic patterns
 - 5. Duration of placement
 - 6. Time of school year/time of placement change
 - 7. Type of transportation available
 - 8. Flexibility in school schedule
 - 9. Student's maturity and behavioral capacity
 - 10. Social/emotional relationships
- D. "Co-Facilitating Education Agency" or "CFEA" is the LEA which operates the school site in which the Foster Student should be enrolled upon completion of the placement change.
- E. "DPSS" refers to the County of Riverside and its Department of Public Social Services.
- F. "Educational Rights Holder" or "ERH" is an adult identified or appointed by the Court to make educational or developmental-services decisions for a child.
- G. "Every Student Succeeds Act" or "ESSA" is a federal education act for K-12 schools that mandates educational equity for Foster Students and schools.
- H. "Foster Care" means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, Short Term Residential Therapeutic Program ("STRTP"), emergency shelters, residential facilities, childcare institutions, and pre-adoptive homes.

- I. "Foster Student" means a child who has been removed from his or her home pursuant to Section 309 of the Welfare and Institutions Code, is the subject of a petition filed under Section 300 or 602 of the Welfare and Institutions Code, or has been removed from his or her home and is the subject of petition filed under Section 300 or 602 of the Welfare and Institutions Code.
- J. "Lead Facilitating Education Agency" or "LFEA" is the LEA which operates the School of Origin site.
- K. "Lead Placement Agency" or "LPA" refers to the County agency, DPSS or Probation, which has a court order to place foster youth.
- L. "Local Education Agencies" or "LEAs" refers to the school districts, charter schools or other entities that operate local public primary and secondary schools in Riverside County as listed in the beginning of this AGREEMENT.
- M. "Probation" refers to the County of Riverside and its Probation Department.
- N. "School of Origin" means the school that the Foster Student attended when permanently housed or the school in which the Foster Student was last enrolled. If the school the Foster Student attended when permanently housed is different from the school in which the Foster Student was last enrolled, or if there is some other school that the Foster Student attended with which the Foster Student is connected and that the Foster Student attended within the immediately preceding fifteen (15) months, the AB 490 Liaison, in consultation with, and with the agreement of, the Foster Student and the Educational Rights Holder, shall determine, in the best interest of the Foster Student, the school that shall be deemed the School of Origin.

II. OBJECTIVES

As required by ESSA, this MOU seeks to increase school stability for Foster Students in Riverside County and defines the transportation procedures for Foster Students to remain in their School of Origin. When it is determined that it is in the Foster Student's best interest to remain in his/her School of Origin after a Foster Care placement change, transportation will be provided, arranged, and funded for the duration of their time in Foster Care. In reaching this goal, the parties to this AGREEMENT agree as follows:

1. The LEAs, DPSS and Probation agree that educational continuity is critical to the long-term well-being of Foster Students in Riverside County.
2. When it is determined by the ERH to be in the best interest of the Foster Student to place him or her in Foster Care near his or her community and School of Origin, doing so is considered to be "best practice".
3. ESSA requires that LEAs, DPSS, and/or Probation collaborate to provide transportation to the School of Origin for Foster Students, when it is determined to be in the best interest of the Foster Student.

4. ESSA requires that LEAs, DPSS and/or Probation share costs when providing transportation services.
5. All parties to this AGREEMENT have a vested interest in seeking and encouraging the establishment of foster homes near the schools to which Foster Students can conveniently attend.

III. SCOPE OF SERVICE

A. Responsibilities of Parties

1. Per ESSA guidelines, the Local Education Agencies (LEAs) and the Lead Placement Agency (LPA) will share the Additional Costs when a placement change for a Foster Student occurs and a Best Interest Determination finds that School of Origin is the most appropriate educational placement.
2. When it is determined that it is in a Foster Student's best interest to remain in his/her School of Origin after changing Foster Care placement, the LPA must notify the LEA of the final decision that the student will continue to attend the School of Origin. This notice triggers the need for the parties to collaborate under the AGREEMENT terms and procedures to establish the most cost-effective transportation procedures available for the Foster Student.
3. If it is determined that maintaining the Foster Student in his/her School of Origin is the most appropriate educational placement, the LFEA will examine existing transportation options available for the Foster Student, including incorporating the Foster Student into an existing bus route, so long as the LFEA does not incur any Additional Costs. When determining whether transportation is cost effective, the LFEA shall consider factors including, but not limited to, cost, distance, length of travel, and whether the mode of transportation is developmentally appropriate for the Foster Student. If Additional Costs are required, the LFEA and LPA must come to agreement as to the most appropriate method of transportation.
4. The parties responsible for paying for any Additional Costs of transportation of the Foster Student to the School of Origin, as applicable, will be determined in the following manner:
 - a. If the School of Origin and school of new placement are in the same LEA, the LFEA and the LPA shall each be responsible for one-half (1/2) of the Additional Costs.
 - b. If the School of Origin and the school of new placement are in different LEAs, there will be a LFEA and a CFEA. The LFEA, CFEA, and the LPA shall each be responsible for one-third (1/3) of the Additional Costs.
5. The LFEA is responsible for coordinating transportation and billing the respective party/parties for their portion of the Additional Costs at the end of the school year.

6. Transportation to and from the School of Origin and the foster placement will be provided for the duration of the Foster Student's time in Foster Care as long as the School of Origin continues to be in the Foster Student's best interest. At the end of each school year, the Best Interest Determination and transportation of the student will be reviewed.
7. If a Foster Student exits Foster Care before the end of a school year, the transportation arrangement will be maintained through the end of the school year to maintain the Foster Student's educational stability.
8. LEAs, DPSS, Probation, or caregiver may choose at any time to voluntarily share in transportation cost or take sole responsibility for such costs.
9. LEAs, DPSS, Probation, or caregiver shall have the right to provide an alternate form of transportation at a lower cost if it serves the Foster Student's best interest.

B. Local Education Agency Responsibilities

1. Each LEA shall provide DPSS and Probation the contact information for the AB 490 Liaison assigned to address Foster Student issues at the start of each school year.
2. If a Foster Student remains in his/her School of Origin and is eligible for special education services under the Individuals with Disabilities in Education Act ("IDEA") and has an Individualized Education Plan ("IEP") that outlines transportation as part of the Foster Student's education needs and services, the School of Origin will provide and fund the entire cost of the transportation services for the Foster Student to attend his/her special education program. Transportation will not be added to an IEP for the sole purpose of preserving school stability.
3. If Foster Students have transportation plans provided through other laws or entitlements, the LEA will assess whether the Foster Student is entitled to transportation services under another law or entitlement within ten (10) school days of receiving notice of the final Best Interest Determination. If the student is eligible for transportation under another law or entitlement, LEAs will provide, arrange and fund the entire cost of the transportation.
4. LEAs will have up to ten (10) school days after the Best Interest Determination has been made to put transportation into place. In the interim, DPSS, Probation, and/or caregiver will provide transportation.
5. CFEAs shall reimburse LFEAs for their portion of the Additional Costs at the end of each school year in accordance with the terms and conditions contained in this AGREEMENT. LFEAs shall submit an invoice to CFEAs no later than thirty (30) days after the end of

each school year in which Additional Costs were incurred. Invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. Lead Placement Agency Responsibilities

1. The contact information for the DPSS and Probation representatives shall be provided to all LEAs at the start of each school year.
2. When a Foster Student's placement is changed to one outside the area that the School of Origin serves, the LPA shall notify the court, the Foster Student's attorney and ERH within one (1) court day.
3. As soon as the LPA becomes aware of the need to transfer Foster Students out of their current school, they will notify the assigned AB 490 Liaison for the School of Origin.
4. For special education students, the LPA will notify the LEA of the School of Origin of the impending placement change at least one (1) business day after learning that a change of Foster Student placement is eminent.
5. The LPA shall make every effort to place Foster Students close to his/her home.
6. The LPA shall collaborate with the LEAs, as needed, to resolve any challenges as they arise to ensure maximum educational continuity to impacted students.
7. The LPA will be responsible to assist the LEA in coordinating transportation, if necessary.
8. DPSS will be responsible for transportation needs of preschool Foster Students, including those identified as preschool special education students, within the LEA.
9. DPSS shall reimburse the LEAs for its portion of Additional Costs in accordance with **Attachment A**, DPSS Reimbursement Provisions, attached hereto and incorporated herein by this reference. Probation shall reimburse the LEAs for its portion of Additional Costs in accordance with **Attachment B**, Probation Reimbursement Provisions, attached hereto and incorporated herein by this reference. DPSS and Probation are not responsible for any Additional Costs incurred above or beyond the maximum reimbursable amount set forth in **Attachment A** and **Attachment B**. Unless otherwise specifically stated in **Attachment A** or **Attachment B**, DPSS and Probation shall not be responsible for payment of any of the LEAs expenses related to this AGREEMENT. The obligation of DPSS and Probation for reimbursement of its portion of Additional Costs is contingent upon and limited by the availability of funding from which payment can be made. There shall be no legal liability for reimbursement on the part of DPSS or Probation for such payment unless such funds are made available for such payment. In the event such funds are not forthcoming for any reason, DPSS and Probation shall immediately notify the LEAs in writing and this AGREEMENT shall be deemed

terminated and be of no further force or effect. Upon such termination, DPSS and Probation shall reimburse the LEAs for their portion of Additional Costs that were properly incurred prior to the unavailability of funding.

IV. ADMINISTRATIVE

A. CONFIDENTIALITY

The parties shall maintain the confidentiality of all information and records received under this AGREEMENT and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this AGREEMENT shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons shall be considered and kept confidential by the parties, its staff, agents, employees and volunteers. The parties shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this AGREEMENT before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the parties.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

The parties shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this AGREEMENT and agrees to inform all persons directly or indirectly involved in administration of services provided under this AGREEMENT of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

The above-written notwithstanding, the parties acknowledge that the parties hereto are government entities subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 6250 et seq.) and the California Brown Act (Government Code Section 54590 et seq.). With the exception of the above-written, certain information (including this AGREEMENT), may be subject to disclosure pursuant to the Public Records Act and Brown Act. Each party hereto shall evaluate all public records requests on a case-by-case basis and shall use its best judgment in complying with such law. Each party

hereto has the authority to determine whether the information is exempt from public release.

B. HOLD HARMLESS AND INDEMNIFICATION

In contemplation of the provisions of Section 895.2 of the California Government Code ("Code") imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligence or wrongful acts or omissions occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and hold harmless the other parties for any loss, cost, or expense that may be imposed upon such other parties solely by virtue of Section 895.2 of said Code.

With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other parties; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's indemnification to the other parties as set forth herein.

The indemnifying party's obligation hereunder shall be satisfied when the indemnifying party has provided to the other parties the appropriate form of dismissal relieving the other parties from any liability for the action or claim involved.

C. ASSIGNMENT AND SUBCONTRACTING

No party shall assign or subcontract any interest in this AGREEMENT, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of the parties hereto. Any attempt to assign, subcontract or delegate any interest without written consent shall be deemed void and of no force or effect.

V. GENERAL

A. EFFECTIVE PERIOD

This AGREEMENT shall be effective upon signature of all parties and continues in effect through June 30, 2022, unless terminated earlier in accordance with the terms hereof.

B. DISPUTES

Except as otherwise provided in this AGREEMENT, any dispute arising under this AGREEMENT, which is not disposed by this AGREEMENT, shall be disposed as follows:

1. When a dispute arises between the parties, the parties hereto will use their reasonable best efforts to resolve any dispute hereunder amicably at the working level through good faith negotiations.
2. Under no circumstances shall the dispute delay or interrupt the provision of

transportation for a Foster Student to the School of Origin. If a dispute involves establishing and/or paying costs of transportation, to ensure no such disruption, the party that had been paying for transportation prior to the dispute will continue to pay until the dispute is resolved. If transportation was not provided previously, the LEA of the School of Origin will arrange and provide the transportation until the dispute is resolved.

3. Any dispute relating to this AGREEMENT, which is not resolved by the parties amicably at the working level, shall be heard by panel including a LEA representative, and a representative from the County. The party alleging a violation shall provide written notice describing the alleged violation and providing a requested remedy. The other party will have no less than ten (10) business days to respond in writing to attempt to resolve the matter. During the effort to resolve the dispute, the Foster Student will remain in the School of Origin pending a resolution, as requested.
4. Prior to the filing of any legal action related to this AGREEMENT, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

C. MODIFICATION OF TERMS

No addition to or alteration of the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing via a written amendment and formally approved and executed by all parties.

D. TERMINATION

A party to this AGREEMENT may withdraw from this AGREEMENT at any time, with or without cause, by giving thirty (30) days written notification to the other parties. Upon a party's withdraw, if applicable, the withdrawing party shall make payment for its portion of Additional Costs incurred prior to the date of withdraw in accordance with the terms of this AGREEMENT. If a party withdraws from this AGREEMENT, a review of this AGREEMENT by the remaining parties shall occur and the remaining parties shall either agree to continue with this AGREEMENT, without the party that withdrew, or terminate this AGREEMENT.

E. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

DPSS

Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Probation

Probation Administration
Contracts, Grants and Procurement Unit
P.O. Box 833
Riverside, CA 92502

Invoices and other financial documents:

Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Alvord Unified School District
 School Superintendent
 9 KPC Parkway
 Corona, CA 92879

Banning Unified School District
 School Superintendent
 161 W. Williams
 Banning, CA 92220

Beaumont Unified School District
 School Superintendent
 350 W. Brookside Ave.
 Beaumont, CA 92223

Coachella Valley Unified School District
 School Superintendent
 P.O. Box 847
 Thermal, CA 92274

Corona-Norco Unified School District
 School Superintendent
 2820 Clark Ave.
 Norco, CA 92860

Desert Center Unified School District
 School Superintendent
 P.O. Box 6
 1434 Kaiser Road
 Desert Center, CA 92239

Desert Sands Unified School District
 School Superintendent
 47950 Dune Palms
 La Quinta, CA 92253

Hemet Unified School District
 School Superintendent
 1791 W. Acacia Ave.
 Hemet, CA 92545

Jurupa Unified School District
 School Superintendent
 4850 Pedley Rd.
 Riverside, CA 92509

Lake Elsinore Unified School District
 School Superintendent
 565 Chaney Street
 Lake Elsinore, CA 92530

Menifee Union School District
 School Superintendent
 29775 Haun Rd.
 Menifee, CA 92586

Moreno Valley Unified School District
 School Superintendent
 25634 Alessandro Blvd.
 Moreno Valley, CA 92553

Murrieta Valley Unified School District
 School Superintendent
 41870 McAlby Court
 Murrieta, CA 92562

Nuvew Union School District
 School Superintendent
 29780 Lakeview Ave.
 Nuevo, CA 92567

Palm Springs Unified School District
 School Superintendent
 150 District Center Drive
 Palm Springs, CA 92264

Palo Verde Unified School District
 School Superintendent
 295 N. First St.
 Blythe, CA 92225

Perris Elementary School District
 School Superintendent
 143 E. 1st Street
 Perris, CA 92570

Perris Union High School District
 School Superintendent
 155 E. 4th Street
 Perris, CA 92570

Riverside Unified School District
School Superintendent
3380 14th Street
Riverside, CA 92501

Romoland School District
School Superintendent
25900 Leon Road
Homeland, CA 92548

San Jacinto Unified School District
School Superintendent
2045 S. San Jacinto Ave.
San Jacinto, CA 92583

Temecula Valley Unified School District
School Superintendent
31350 Rancho Vista
Temecula, CA 92592

Val Verde Unified School District
School Superintendent
975 West Morgan Street
Perris, CA 92571

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this AGREEMENT addressed in any other fashion will not be acceptable.

F. INDEPENDENT CONTRACTORS

The parties to this AGREEMENT are independent contractors and shall not be deemed employees of the other.

G. COMPLIANCE WITH APPLICABLE LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations in carrying out their obligations under this AGREEMENT. In the event that there is a conflict between the various laws or regulations that may apply, the parties shall comply with the more restrictive law or regulation.

H. FORCE MAJEURE

If any party is unable to comply with any provision of this AGREEMENT due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

I. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this AGREEMENT shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California. The parties waive any provision of law providing for a change of venue to another location. In the even any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The parties to this AGREEMENT and their counsel have reviewed and revised this AGREEMENT, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

J. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

K. SIGNED IN COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students
in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of The
County of Riverside by the signature of the duly authorized representative as of the day
and year written herein below.

The County of Riverside


Signature

KEVIN JEFFRIES

Print Name

Chairman, Board of Supervisors

Title

AUG 06 2019

Date

FORM APPROVED COUNTY COUNSEL

BY


DAVID M. McCARTHY

8/6/2019
DATE

FORM APPROVED COUNTY COUNSEL

BY:


DANIELLE D. MALAND

7/12/19
DATE

for DPSS

ATTEST:

KECIA R. HARPER, Clerk

By


DEPUTY

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students
in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Alvord
Unified School District by the signature of the duly authorized representative as of the day
and year written herein below.

Alvord Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students
in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Banning Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Banning Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Beaumont Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Beaumont Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Coachella Valley Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Coachella Valley Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for Students
in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Corona-Norco Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Corona-Norco Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Desert Center Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Desert Center Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Desert Sands Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Desert Sands Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Hemet Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Hemet Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Jurupa Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Jurupa Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Lake Elsinore Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Lake Elsinore Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Meniffee Union School District by the signature of the duly authorized representative as of the day and year written herein below.

Meniffee Union School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Moreno Valley Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Moreno Valley Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Murrieta Valley Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Murrieta Valley Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of
Nuvview Union School District by the signature of the duly authorized representative as
of the day and year written herein below.

Nuvview Union School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

**AGREEMENT
Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Palm Springs Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Palm Springs Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Palo Verde Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Palo Verde Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Perris Elementary School District by the signature of the duly authorized representative as of the day and year written herein below.

Perris Elementary School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

**AGREEMENT
Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Perris Union High School District by the signature of the duly authorized representative as of the day and year written herein below.

Perris Union High School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of
Riverside Unified School District by the signature of the duly authorized representative
as of the day and year written herein below.

Riverside Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Romoland School District by the signature of the duly authorized representative as of the day and year written herein below.

Romoland School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of San Jacinto Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

San Jacinto Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Temecula Valley Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Temecula Valley Unified School District

Signature

Print Name

Title

Date

**Riverside County Department of Public Social Services
Riverside County Probation Department
Riverside County Local Education Agencies**

AGREEMENT

**Every Student Succeeds Act Transportation Plan to Ensure School Stability for
Students in Foster Care**

SIGNATURE PAGE

IN WITNESS WHEREOF, this AGREEMENT has been executed by and on behalf of Val Verde Unified School District by the signature of the duly authorized representative as of the day and year written herein below.

Val Verde Unified School District

Signature

Print Name

Title

Date

Attachment A**DPSS Reimbursement Provisions****1. MAXIMUM REIMBURSABLE AMOUNT**

Total payments by DPSS to LEAs for its portion of Additional Costs under this AGREEMENT shall not exceed, in aggregate, \$450,000.00. Annually, payments shall not exceed the following:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2020	\$150,000
July 1, 2020 through June 30, 2021	\$150,000
July 1, 2021 through June 30, 2022	\$150,000
Total:	\$450,000

2. METHOD, TIME AND CONDITIONS OF PAYMENT

- a. DPSS shall reimburse the LEAs for its portion of Additional Costs at the end of each school year in accordance with the terms and conditions contained in this AGREEMENT.
- b. The LEAs shall provide the following supporting documentation to DPSS in conjunction with the yearly invoice:
 - a. Copy of transportation billing/invoice to be reimbursed
 - b. Proof of payment of transportation costs
 - c. Foster Student information:
 - i. First and last name
 - ii. Date of Birth
 - iii. Social Worker's first and last name
- c. Invoices must be submitted no later than thirty (30) days after the end of each school year in which Additional Costs were incurred. Invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.
- d. With each invoice, the LEAs shall submit DPSS Forms 2076A and 2076B (if applicable), attached hereto as **Exhibit A** and incorporated herein by this reference, following the instructions set forth.

Attachment B**Probation Reimbursement Provisions****1. MAXIMUM REIMBURSABLE AMOUNT**

Total payment by Probation to LEAs for its portion of Additional Costs under this AGREEMENT shall not exceed, in aggregate, \$150,000.00. Annually, payments shall not exceed the following:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Upon execution through June 30, 2020	\$50,000
July 1, 2020 through June 30, 2021	\$50,000
July 1, 2021 through June 30, 2022	\$50,000
Total:	\$150,000

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Probation shall reimburse the LEAs for its portion of Additional Costs at the end of each school year in accordance with the terms and conditions contained in this AGREEMENT.
- b. Invoices must be submitted no later than thirty (30) days after the end of each school year in which Additional Costs were incurred. Invoices submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The LEAs shall prepare and submit to the Probation Principal Accountant assigned to the program, via email, a reimbursement claim for Probation's portion of Additional Costs incurred during the school year. Claim documentation will be prepared with DPSS 2076A form enclosed herein. The LEAs shall include back up documentation and complete budget documentation of line item expenditures of Salaries & Benefits and Services & Supplies; journal entry detail reports; and copies of time sheets, mileage, pay registers, and vendor invoices, as applicable.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST**Exhibit A**

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

☐ Advance Payment \$ _____
(if allowed by Contract/MOU)

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name _____ Phone Number _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Exhibit A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). Invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/Agreement.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory **(required)**. **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Exhibit A

FORM DPSS 2076B

CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.
Only if Contract/Agreement contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

Business name, if different than legal name (*if not leave blank*).

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved (*or amended*) in accordance with the **Fiscal Provisions** of your executed Contract/Agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.
The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/Agreement you may not collect additional fees from the client).

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.