

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

MEMORANDUM OF AGREEMENT

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

This Memorandum of Agreement (herein referred to as “MOA”) is made and entered into effective the 20 day of September , 2022 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
Nuvew 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 as the educational liaison for 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.
- 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's 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 "Foster youth" means any of the following:
 - 1) A child who is the subject of a petition filed pursuant to Section 300 of the Welfare and Institutions Code, whether or not the child has been removed from the child's home by the juvenile court pursuant to Section 319 or 361 of the Welfare and Institutions Code.
 - 2) A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from the child's home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster care as defined by subdivision (d) of Section 727.4 of the Welfare and Institutions Code.

- 3) A child who is the subject of a voluntary placement agreement, as defined in subdivision (p) of Section 11400 of the Welfare and Institutions Code.
 - 4) A child who is the subject of a petition filed pursuant to Section 602 of the Welfare and Institutions Code, has been removed from the child's home by the juvenile court pursuant to Section 727 of the Welfare and Institutions Code, and is in foster care as defined by subdivision (d) of Section 727.4 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 student.
 - 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's Probation Department.
 - N. "School of Origin" means the school that the foster child attended when permanently housed or the school in which the foster child was last enrolled. If the school the foster child attended when permanently housed is different from the school in which the foster child was last enrolled, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding fifteen (15) months, the AB 490 Liaison, in consultation with, and with the agreement of, the foster child and the Educational Rights Holder, shall determine, in the best interests of the foster child, the school that shall be deemed the School of Origin.
 - O. It is "best practice" to ensure that the Foster Student enrolls or remains in his or her School of Origin, unless a determination is made that it is not in the Foster Student'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:

II. OBJECTIVES

As required by Every Student Succeeds Act (ESSA), this MOA 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 child's best interest to remain in his/her School of Origin after a 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 MOA agree as follows:

1. The LEAs (LEA-SOO/LEA School of residence), DPSS and Probation agree that educational stability is critical to the long-term well-being of Foster Students in Riverside County.
2. ESSA requires that LEAs(LEA-SOO/LEA School of residence) 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.
3. ESSA requires that LEAs (LEA-SOO/LEA School of residence) DPSS and/or Probation share costs when providing transportation services.

III. SCOPE OF SERVICE

A. Responsibilities of All 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 MOA's 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. 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.

- c. In the event no agreement is reached, the LEA endorsing the higher cost option will fund the additional cost. LPA could request the higher cost option.
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 each quarter.
 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, Best Interest 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 (LEA) Responsibilities

1. When an LEA must provide transportation as part of the child's IEP as a "related service" under the IDEA, this duty is not altered by ESSA. An LEA does not otherwise provide transportation to students who are **not** in foster care; also note that the ESSA educational stability provisions apply to preschool-age children in foster care, in addition to older students. If an LEA offers a public preschool education, the requirements must be met for pre-school age foster youth as well. Elementary and Secondary Education Act (ESEA) Section 1111(g)(1)(E).
2. If a foster child 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 child's education needs and services, the School of Origin will provide and fund the entire cost of the transportation services for the foster child 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 (LPA) Responsibilities

1. The contact information for the DPSS and Probation representatives shall be provided to all LEAs at the start of each school year. For the DPSS representative send email to PDReports@rivco.org. For Probation representative Jessica Holstien, Administrative Services Manager at jholstien@rivco.org.
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 District Foster Youth Liaison.
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 MOA. 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 MOA 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 MOA 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 MOA 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 MOA 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 MOA and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOA 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 MOA), 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 MOA 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 MOA, 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 MOA shall be effective July 1, 2022 and continues in effect through June 30, 2026 unless terminated earlier in accordance with the terms hereof.

B. DISPUTES

Except as otherwise provided in this MOA, any dispute arising under this MOA, which is not disposed by this MOA, 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 MOA, 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 MOA, 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 MOA, 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 MOA may withdraw from this MOA 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 MOA. If a party withdraws from this MOA, a review of this MOA by the remaining parties shall occur and the remaining parties shall either agree to continue with this MOA, without the party that withdrew, or terminated this MOA.

E. NOTICES

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

DPSS

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

Invoices and other financial documents:
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 Riverside, CA 92503

Probation

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

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

Nuview Union School District

School Superintendent
 29780 Lakeview Ave.
 Nuevo, CA 92567

Palm Springs Unified School District

School Superintendent
 150 District Center Drive

Palo Verde Unified School District

School Superintendent
 295 N. First St.

Palm Springs, CA 92264

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 MOA 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 MOA. 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. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this MOA report child abuse or neglect to a child protective agency as defined in the Penal Code.

I. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this MOA with any funds made available under any other MOA. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not

use funds received pursuant to this MOA, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

J. FORCE MAJEURE

If any party is unable to comply with any provision of this MOA 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.

K. GOVERNING LAW

This MOA shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this MOA 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 event any provision in this MOA 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 MOA and their counsel have reviewed and revised this MOA, 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 MOA.

L. ENTIRE MOA

This MOA 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.

M. SIGNED IN COUNTERPARTS

This MOA 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

Print Name

Chair, Board of Supervisors
Title

Date

Approval as to Form

County Counsel

By: _____

Katherine Wilkins
Deputy County Counsel IV

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 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 Menifee Union School District by the signature of the duly authorized representative as of the day and year written herein below.

Menifee 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 Nuview Union School District by the signature of the duly authorized representative as of the day and year written herein below.

Nuview 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

DPSS Reimbursement Provisions

1. MAXIMUM REIMBURSABLE AMOUNT

Total payments by DPSS to LEAs for its portion of Additional Costs under this MOA 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, 2023	\$150,000
July 1, 2023 through June 30, 2024	\$150,000
July 1, 2024 through June 30, 2025	\$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 quarter during the school year in accordance with the terms and conditions contained in this MOA.
- b. The LEAs shall provide the following supporting documentation to DPSS in conjunction with the quarterly invoice:
 - a. Specific documentation for the following expenses listed:
 - i. Salaries and Benefits (employee names, hours, benefit amount, pay dates)
 - ii. Operating Costs (food, mileage)
 - iii. Indirect costs
 - b. Copy of transportation billing/invoice to be reimbursed
 - c. Proof of payment of transportation costs
 - d. 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 quarterly during 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 MOA 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, 2023	\$50,000
July 1, 2023 through June 30, 2024	\$50,000
July 1, 2024 through June 30, 2025	\$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 MOA.
- b. Invoices must be submitted quarterly 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.

3. DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

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)

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

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	Exhibit A
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CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDEGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
------------------	---------------------------------	--------------------------------------------	----------------------------	----------------------------------

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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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.