

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR CALIFORNIA STUDENT OPPORTUNITY AND ACCESS PROGRAM (Cal-SOAP)
REIMBURSEMENT
College and Career Readiness**

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Perris Union High School District**, hereinafter referred to as “CONTRACTOR”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **January 1, 2023 to June 30, 2023**.
2. **SERVICES:** CONTRACTOR shall perform and provide the following **Cal-SOAP Reimbursement**, including, but not limited to:
 - A. Reimbursement for Cal-SOAP related purchases of services or expenses. Amount is based on 8,226 eligible Cal-SOAP students at a cost of \$7.8165 per student.
 - B. Allowable and ineligible expenses are specified on **Attachment A-Cal-SOAP Budget Disbursement Parameters**.
3. **PAYMENT:**
 - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:
 1. 8,226 students at \$7.1865 per student
 2. All-inclusive fee
 - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$64,298.53** without a written authorization from SUPERINTENDENT.
 - C. In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to CONTRACTOR’S nonconformance with the terms and conditions herein, CONTRACTOR shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under any agreement it has with SUPERINTENDENT.
4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.
5. **SKILLS AND EXPERIENCE:** CONTRACTOR hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and CONTRACTOR acknowledges that SUPERINTENDENT shall rely on such representations by CONTRACTOR. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of CONTRACTOR from responsibility for such services. To the extent CONTRACTOR assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of

SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.

7. **EARNING LIMITATIONS FOR PERS/STRS RETIREES:** The post retirement earning limitations for CalPERS/CalSTRS retirees performing creditable service shall be in accordance with the California Education Code section 22119 *et seq.* Compensation in excess of the limitation will result in reduction in the retirement allowance by the amount of compensation that exceeds the earnings limitations. It is the sole obligation of the CONTRACTOR to ensure that the total sum of the hours worked or amount earned does not exceed the limitations and CONTRACTOR shall hold SUPERINTENDENT harmless of any loss of retirement income due to CONTRACTOR'S change in exemption status as determined by CalSTRS/CalPERS.

8. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:
 - A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
 - B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.

9. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with

any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

10. **TERMINATION:**

A. **Termination by SUPERINTENDENT:** SUPERINTENDENT may terminate this Agreement without cause upon 30 days written notice. Whenever for any reason SUPERINTENDENT determines that termination is in SUPERINTENDENT'S best interest, SUPERINTENDENT shall provide written notice of termination to CONTRACTOR stating whether the termination is in whole or in part.

If SUPERINTENDENT finds it necessary to terminate this Agreement without cause before completion, CONTRACTOR shall be entitled to be paid in full for those services adequately complete prior to the notification of termination.

SUPERINTENDENT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving Superintendent's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for SUPERINTENDENT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement. SUPERINTENDENT shall compensate CONTRACTOR for any allowable expense incurred prior to invoking this provision.

B. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement for cause only.

11. **FORCE MAJEURE:**

A. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, pandemic, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, pandemic or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.

12. **INDEMNIFICATION:** CONTRACTOR shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.

13. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

14. **AVAILABILITY OF FUNDS:** Funds are not presently available for performance under this Agreement beyond June 30 of the fiscal year in which CONTRACTOR commenced providing services pursuant to this Agreement. No legal liability on the part of the SUPERINTENDENT for any payment may arise for

performance under this Agreement beyond such date, unless and until funds are made available to SUPERINTENDENT for performance and CONTRACTOR receives notice of availability, to be confirmed in writing by SUPERINTENDENT.

- 15. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
 - A. Increases in dollar amounts.
 - B. Administrative changes that do not affect the contractual rights of the Parties.
 - C. Changes as required by law.

- 16. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501-0868

CONTRACTOR:
Perris Union High School District
155 East Fourth Street
Perris, CA 92570

By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

- A. **ATTACHMENT A- Cal-SOAP Budget Disbursement Parameters**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Perris Union High School District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Printed Name and Title

Printed Name and Title

Date _____

Date _____

ATTACHMENT A Cal-SOAP Budget Disbursement Parameters

Ineligible Expenses that will not be reimbursed:

1. Staff and Student Swag (i.e. All apparel or promotional items)
2. Assets (i.e. EZ Ups, purchase of new technology, giveaways or opportunity drawings)
3. Guest Speakers, keynote speakers, and/or external professional development contracts
4. Direct reimbursements to students and families (i.e. Gas cards, college application fees, SIR deposits, housing deposits, CTE pathway program materials, etc.)
5. Food and snacks (cannot be purchased with Cal-SOAP funds)
6. Funds do not include extra pay or time for Cal-SOAP College Success Coaches
7. Software or technology

Parameters for K-12 Allowable Expenses:

1. 7th - 11th grade Field Trips for Cal-SOAP Eligible Students
(Lists will be provided for each district):
 - a. Colleges
 - b. Universities
 - c. CTE Programs (i.e. Ben Clark Training Facility)
 - d. Career or Occupational Job Related visits
 - e. Example (Visiting USC Annenberg Communications School and NBC Studio Company)
2. 12th grade Field Trips:
 - a. UCR Highlander Day
 - b. CSU San Marcos (i.e. Freshman Orientation, etc.)
 - c. CSU San Bernardino
 - d. MVC Matriculation Steps
 - e. MSJC Matriculation Steps
 - f. RCC Matriculation Steps
3. Overtime for Counselors or College and Career Leaders:
 - a. Intentional and individual appointments for Cal-SOAP eligible students
 - b. List of Cal-SOAP eligible students provided
 - c. For auditing purposes, student sign-in sheets and appointments will be required
 - d. Area of focus must be identified,
(i.e. meeting with 12th grade students to meet to review their financial aid award letter and complete their statement of intent to register)

Expenses can include:

1. Field Trips Expenses include:
 - a. Buses
 - b. Substitutes for Teachers
 - c. Extra Duty Pay (if needed)