

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street/P.O. Box 868
Riverside, California 92502

**AGREEMENT FOR RIVERSIDE COUNTY OFFICE OF EDUCATION INSTRUCTIONAL
SERVICES THROUGH THE COMMUNITY SCHOOL PROGRAM**

(District Expense)

This Agreement is entered into by and between the **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and the **Perris Union High School District** of Riverside County hereinafter referred to as "DISTRICT".

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2018** through **June 30, 2021** for a total three (3) school years.
2. **SERVICES:** SUPERINTENDENT agrees to provide DISTRICT with the following services by an instructor holding the proper credentials authorizing such services:
 - A. Instructional services through the community school program to students who are not eligible for court school funding.
 1. Assessments in all areas of suspected disability and appropriate services and programs specified in the student's Individualized Education Program (IEP) in compliance with all applicable state and federal laws and regulatory provisions.
 2. Appropriate services and programs designed to address the language needs of students identified as English learners in compliance with all applicable state and federal laws and regulatory provision.
 - B. For budgetary purposes, SUPERINTENDENT will provide a preliminary rate per Average Daily Attendance (ADA) by March 31 of each year. A final rate will be provided by June 1 of each year.
3. **PAYMENT:** DISTRICT agrees to pay SUPERINTENDENT for agreed upon costs for students in seat-based and independent study programs in RCOE community schools at the published rate.
 - A. SUPERINTENDENT will not charge DISTRICT for the following students:
 1. Students who fall under Education Code 2574(c)(4)(A)
 2. Probation-referred pursuant to Sections 300, 601, 602, and 654 of the Welfare and Institutions Code.
 3. On probation or parole and not in attendance in school.
 4. Expelled for any of the reasons specified in subdivisions (a) or (c) of Education Code Section Juvenile Court School students per Education Code 2574(c)(4)(B)
 5. Riverside County Education Academy students

- B. The funds will be transferred at each of the following collections from DISTRICTS:
1. Forty-five (45%) percent of the result of the P1 ADA will be transferred February 1.
 2. Forty-five (45%) percent of the result of the P2 ADA will be transferred May 15.
 3. The remaining ten (10%) percent will be reconciled in July following the Second Principal Apportionment.
- C. If a prior year P2 attendance correction is submitted to the California Department of Education, the SUPERINTENDENT will make the adjustment in the current year. This adjustment will be applied to the February billing
- D. Funds will be electronically transferred from the District account code number which must be submitted below:

District Funding Code for P1 ADA

				0000		7142
Fund	School	Resource	PY	Goal	Function	Object

District Funding Codes for P2 ADA

				0000		7142
Fund	School	Resource	PY	Goal	Function	Object

4. **REFERRAL PROCESS:** DISTRICT shall follow the published “District Referral Process for the Riverside County Office of Education Community School Program” as follows:

“The Local Education Agency (LEA) shall complete a Riverside County Office of Education (RCOE) Community School Referral for each student who is recommended for enrollment in the RCOE Community School program each year. The RCOE Community School program includes the classroom-based program for expelled students or SARB/DARB referred students, independent study, and the program for parenting teens (formerly Cal-SAFE). The LEA shall specify the date of review of readmission to the DISTRICT on the Community School Referral for students who are expelled.

The district of residence shall be determined by the address on the Community School Referral. If a change of address is communicated to the SUPERINTENDENT Community School staff and the new address is within the boundaries of a different school district, the current DISTRICT shall be notified of the change by the SUPERINTENDENT Community School staff. The receiving DISTRICT will be required to send a new/updated SUPERINTENDENT Community School Referral for the student to be served in the SUPERINTENDENT Community School program.”

5. **TERMINATION:** Either party may terminate this Agreement by giving written notice on or before January 1 for the following school year.
6. **INDEPENDENT CONTRACTOR:** SUPERINTENDENT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of DISTRICT.
7. **WORKERS’ COMPENSATION:** SUPERINTENDENT is aware of the laws of the State of California requiring employers to be insured against liability for Workers’ Compensation and shall comply with such laws during the term of this Agreement.

8. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires SUPERINTENDENT to verify that its employees and subcontractors who may have contact with pupils during the performance of this agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, or with the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

9. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** SUPERINTENDENT is aware of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

10. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned without the prior written consent of both parties to this Agreement. Any assignment or purported assignment of this Agreement without prior written consent of the other party will be deemed void and of no force or effect.

11. **MUTUAL HOLD HARMLESS:** The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees.

12. **AMENDMENT:** This Agreement may only be amended in writing by the mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Riverside County Superintendent of Schools
3939 Thirteenth Street
Riverside, CA 92501

Perris Union High School District
155 East Fourth Street
Perris, CA 92570-2124

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Diana Walsh-Reuss, Associate Superintendent
Division of Student Programs and Services

Printed Name and Title

Printed Name and Title

Date _____

Date _____