

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

**AGREEMENT FOR PSAT SUBSIDY 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 “DISTRICT”, each being a “Party” and collectively the “Parties”.

RECITALS

The goal of this Agreement is to increase college-going opportunities by assisting DISTRICT with providing the Preliminary Scholastic Aptitude Test (PSAT) to all 10th grade students in Riverside County. This test has two purposes: 1) it is a form of rehearsal for students who plan to take the Scholastic Aptitude Test (SAT), which is the test most colleges require for admission, and 2) it is used to select students seeking National Merit Scholarships which are awarded spring term of a student’s senior year.

To ensure that all Riverside County DISTRICT have the resources necessary to provide the PSAT to all of their 10th grade students, SUPERINTENDENT will provide a per student subsidy to DISTRICT to offset the cost of the exam. The amount of the subsidy will vary by DISTRICT based upon their Free and Reduced Plan Lunch (FRPL) percentages.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2019**, to **June 30, 2020**.
2. **SERVICES:** DISTRICT agrees to:
 - A. Contract directly with the College Board for the PSAT assessment.
 - B. Deliver the PSAT assessment to all 10th graders per the schedule set by the College Board (usually takes place in the fall).
 - C. Upon completion of the administration of the PSAT assessments, invoice SUPERINTENDENT for the subsidy amount.
3. **PAYMENT:**
 - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay DISTRICT as follows:
 1. **List of Rates**

Cost per 10th Grade Student	Number of Students	Amount
\$4.60	2,313	\$10,639.80
 - B. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$10,639.80** without a written authorization from SUPERINTENDENT.

- C. In the event DISTRICT receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to DISTRICT'S nonconformance with the terms and conditions herein, DISTRICT 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 DISTRICT under any agreement it has with SUPERINTENDENT.
4. **INVOICES:** DISTRICT 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. **INDEPENDENT DISTRICT:** DISTRICT, while engaged in the performance of this Agreement, is an independent contractor, and is not an officer, agent or employee of SUPERINTENDENT.
 6. **ASSIGNMENT OF CONTRACT:** 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.
 7. **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 and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's 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 and employees.
 8. **NON-DISCRIMINATION:** DISTRICT 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 of 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. DISTRICT 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.
 9. **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.
 10. **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.

11. **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

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

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 _____