

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

3939 Thirteenth Street

Riverside, CA 92501

**AGREEMENT FOR DIFFERENTIATED ASSISTANCE SUBSIDY REIMBURSEMENT
EDUCATIONAL SERVICES**

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”.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **January 1, 2020** to **December 31, 2021**.
2. **SERVICES:** DISTRICT agrees to:
 - A. Work with SUPERINTENDENT in the identification of strengths, weaknesses, and change ideas.
 - B. Spend subsidy for the implementation of practices or programs designed to improve performance in the areas of identified weakness.
 - C. Include SUPERINTENDENT liaison in communications and tasks aligned to the work that will be subsidized for non-SUPERINTENDENT consultants and/or programs.
 - D. Utilize subsidy for the year of eligibility only.
 - E. Submit signed agreement to SUPERINTENDENT by **September 30, 2020**.
 - F. Submit **Exhibit A**, Differentiated Assistance Subsidy Summary by **January 31 for each fiscal year**.
3. **PAYMENT:**
 - A. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay DISTRICT a subsidy in the amount of **\$50,000.00 per fiscal year**.
 - B. Subsidy cannot be used for catering or travel expenses (i.e. flights, lodging, meals, mileage).
 - C. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$100,000.00** without a written authorization from SUPERINTENDENT.
 - D. 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 along with **Exhibit A**, Differentiated Assistance Subsidy Summary and any related documentation by January 31, 2021 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

Cynthia Glover Woods, Chief Academic Officer
Division of Educational Services

Printed Name and Title

Printed Name and Title

Date _____

Date _____

**EXHIBIT A
DIFFERENTIATED ASSISTANCE SUBSIDY SUMMARY**

(Please complete and return with invoice and subsidy documentation no later than **January 31 for each fiscal year**)

Riverside County Office of Education provides the differentiated assistance subsidy to reimburse districts for costs related to the implementation of practices and programs designed to improve performance in the areas of weakness identified in the 2018 California School Dashboard. The maximum subsidy amount is \$50,000. The services outlined below must align to the areas of focus identified during the initial and root cause analysis differentiated assistance meetings.

Differentiated Assistance Eligibility	
Student Groups	
State Indicators	

Subsidy is being used to support reimbursement for the following services:

Implementation of Practices and Programs	
Area of Concern/Focus	
Service	
Service Provider	
Total Cost	
Action(s) Implemented	

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