

## **CONTRACT NAME: YOLO COUNTY OFFICE OF EDUCATION MEMORANDUM OF UNDERSTANDING**

**BRIEF DESCRIPTION OF CONTRACT:** This Memorandum of Understanding (MOU) is entered into between the Yolo County Office of Education, Davis Joint Unified School District, Esparto Unified School District, Washington Unified School District, Winters Joint Unified School District, Woodland Joint Unified School District (Local Educational Agencies, or LEAs) and Yolo Health and Human Services Agency (HHSA).

The purpose of this MOU is to establish transportation procedures between the LEAs and HHSA to ensure the provision of transportation for foster care youth when it's in the best interest of the student to remain in the school of origin and alternative means of transportation to and from school have been fully explored and deemed unavailable.



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education, Davis Joint Unified School District, Esparto Unified School District, Washington Unified School District, Winters Joint Unified School District, Woodland Joint Unified School District (Local Educational Agencies, or LEAs), and Yolo Health and Human Services Agency (HHSA).

**PURPOSE:** The purpose of this M.O.U. is to establish transportation procedures between the LEAs and HHSA to ensure the provision of transportation for foster care youth enrolled in a LEA (Pre-K-12) when a best interest determination indicates that the student should remain in the school of origin, and alternative means of transportation to and from school have been fully explored and deemed unavailable.

**AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the Every Student Succeeds Act (ESSA) requirements.

**TERM:** This M.O.U. shall become effective upon the date of execution by all the parties and shall continue for a period of one year (2017-2018).

### SCOPE OF SERVICES:

#### A. Joint Responsibilities:

- The LEAs and HHSA agree to follow the attached **Transportation to School of Origin Flowchart** to identify whether the school or child welfare agency will be responsible for providing that transportation and in what form (e.g. reimbursement, school bus service, public transit pass, etc.).

#### B. The LEAs shall:

- If there is a dispute regarding school of origin and who will pay for transportation, the LEA and HHSA will pay fifty percent (50%) of the total cost for transportation until the dispute is resolved, at which time the district can seek reimbursement as appropriate.
- HHSA and the LEA agree to work together in good faith in an attempt to resolve the matter. If the dispute remains unresolved and prior to the filing of any complaint with an executive agency or court of competent jurisdiction the party

alleging a violation of this Agreement shall provide written notice describing the alleged violation and providing a requested remedy. The other party will have no less than ten business days to respond in writing to attempt to resolve the matter.

- Acknowledge that Title 1 is an allowable funding source for additional transportation costs
- Understand that even if an LEA does not transport other students, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.

C. HHSA shall:

- Promptly notify a school when a child enters foster care or changes foster care placement.
- Agree, if applicable, to support transportation costs for eligible foster care youth utilizing funds made available within the county's child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.

**THE FOLLOWING STATEMENT MUST BE INCLUDED IF ANY INDIVIDUALS REPRESENTING THE AGENCY WILL HAVE CONTACT WITH STUDENTS:**

The LEA'S AND CWS will certify that any of their employees coming into contact with students have been fingerprinted and have a valid TB test within the last sixty days by submitting signatures on Exhibits A and B with the MOU. **EXHIBITS A & B SHOULD ALSO ACCOMPANY THIS MOU.**

**INSURANCE:**

During the term of this M.O.U., YCOE shall provide to **LEA's and HHSA**, and **LEA's and HHSA** shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. YCOE shall also provide **LEA's and HHSA**, and **LEA's and HHSA** shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR **LEA's OR HHSA** shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

**INDEMNIFICATION:**

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless **LEA's and HHSA** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.

- B. Insofar as permitted by law, **LEA's and HHSA** shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **LEA's and HHSA**, its officers, agents or employees.
- C. It is the intent of the YCOE and **LEA's and HHSA** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and **LEA's and HHSA** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and **LEA's and HHSA** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

#### **TERMINATION/SUSPENSION:**

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

#### **NOTICES:**

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE:	Yolo County Office of Education 1280 Santa Anita Court, Suite 100 Woodland, CA 95776-6127
To HHSA:	Yolo County Health & Human Services Agency 137 North Cottonwood Street Woodland, CA 95695
To DJUSD :	Davis Joint Unified School District 526 B Street Davis, CA 95616
To EUSD :	Esparto Unified School District 26675 Plainfield Street Esparto, CA 95627

To WUSD :	Washington Unified School District 930 Westacre Road West Sacramento, CA 95691
To WJUSD :	Winters Joint Unified School District 909 West Grant Avenue Winters, CA 95694
To WJUSD :	Woodland Joint Unified School District 435 Sixth Street Woodland, CA 95695

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between YCOE and **LEA's and HHSA**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and **LEA's and HHSA**.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and **LEA's and HHSA** have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

YOLO COUNTY HEALTH &  
HUMAN SERVICES AGENCY

\_\_\_\_\_  
Tamara Ethier, Associate Superintendent

\_\_\_\_\_  
Karen Larsen, HHSA Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL  
DISTRICT

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED  
SCHOOL DISTRICT

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

The ERH has determined that remaining in the school of origin is in the best interests of the youth considering all factors, including the recommendations made by the school district and child welfare/probation agency.

**start here**

Does the youth have an IEP providing transportation?

N

Y

Does the youth live in a group home/short term residential treatment program (STRTP) that is responsible for providing transportation to school of origin?<sup>4</sup>

N

Y

Is someone in the child's life other than the the child welfare/probation agency or school district able able to transport the youth to school?

N

Y

Is the youth age 14 or older and a reasonable and appropriate public transportation option has been identified?

N

Y

Is the school of origin within the same school district as the school of residence?

N

Y

Is that someone a caregiver, designated by a caregiver creating an appropriate plan, or a nonminor dependent?<sup>5</sup>

N

Y

Does the school of origin school district have a sharing agreement with the nearby district of residence?

N

Y

Group Home / STRTP provides transportation.

Child Welfare/Probation agency provides transportation (see All County Letters 11-51 and 13-03).

School of origin school district provides transportation.

School of origin school district shares cost with residence school district.

\* All County Letters 11-51 and 13-03 specify guidelines for reimbursement of caregivers for transportation to school of origin. Although biological parents may not be directly reimbursed, if the court allows unsupervised visits, the caregiver can make an appropriate plan to have the parent transport the youth and be reimbursed by the child welfare/probation agency. Otherwise, the school district should provide reimbursement for biological parents who transport the youth to school.