



## 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), Yolo County Probation Department, and Yolo Health and Human Services Agency (HHSA).

**PURPOSE:** The purpose of this M.O.U. is to establish transportation procedures between the LEAs, Probation, 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 three years (2019-2022).

### SCOPE OF SERVICES:

**A. Joint Responsibilities:**

- The LEAs, Probation, and HHSA agree to follow the attached **Transportation to School of Origin Flowchart** to identify whether the school, probation department, 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 school of origin will pay transportation until the dispute is resolved, at which time the district can seek reimbursement.
- 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.

D. Probation 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 probation department budget.

## INSURANCE:

During the term of this M.O.U., YCOE shall provide to **LEA's, Probation, and HHSA**, and **LEA's, Probation, 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, Probation, and HHSA**, and **LEA's, Probation, 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 OR Probation 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, Probation, 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, Probation, 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, Probation, and HHSA**, its officers, agents or employees.

- C. It is the intent of the YCOE and **LEA's and Probation 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 Probation 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 Probation 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:

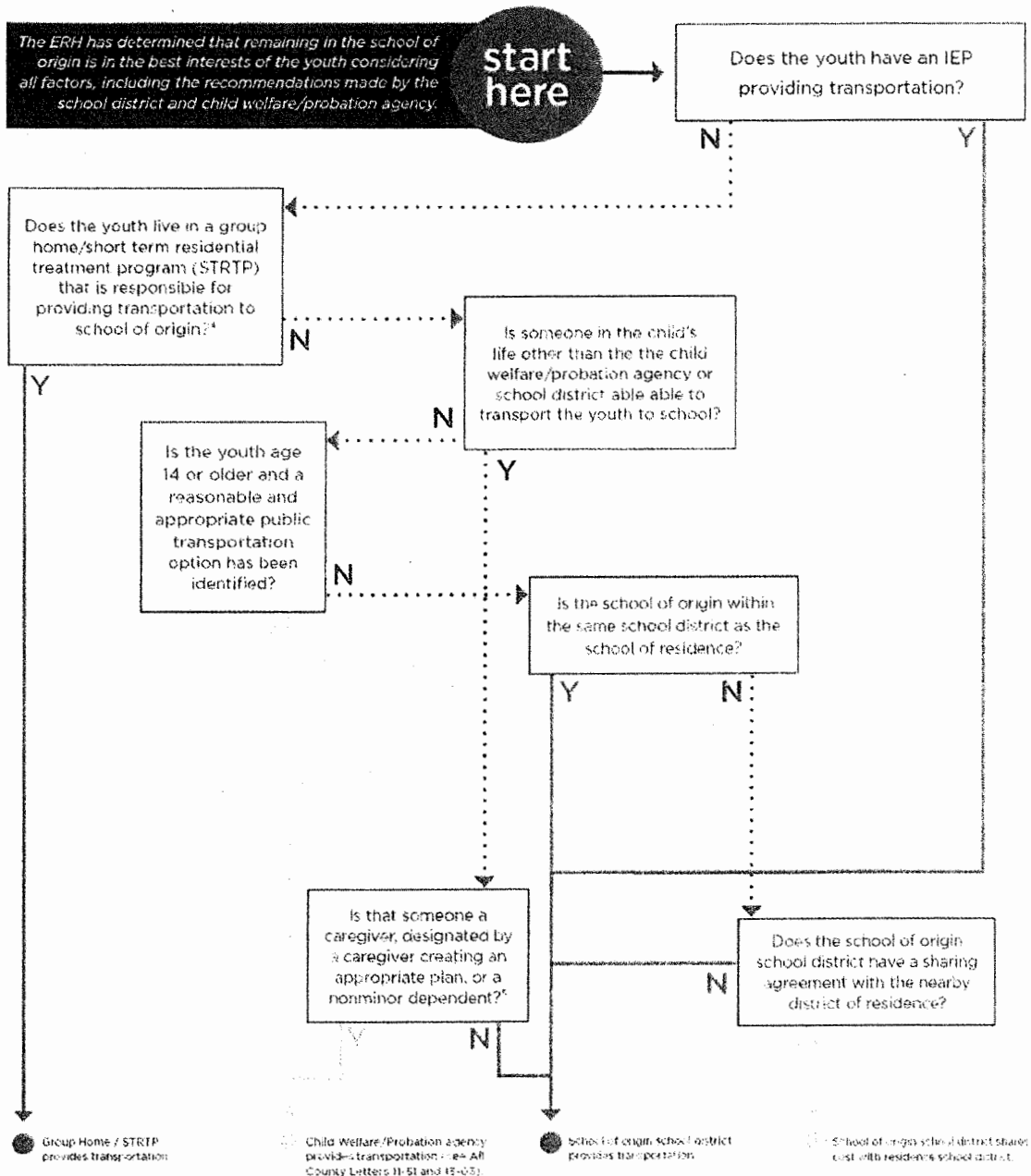
Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

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 Probation: Yolo County Probation Department  
2780 E Gibson Rd  
Woodland, CA 95776

# Transportation to School of Origin Flowchart



<sup>4</sup>As of January 1, 2017, short term residential treatment programs (STRTPs) must provide core educational services, such as transportation to school of origin, WAC § 11463(b). Additionally, current group home contracts for foster and probation youth may include obligations to provide and funding for transportation, including school of origin.

<sup>5</sup>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.

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 Probation 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 Probation 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 Probation 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

Crissy Huey  
Crissy Huey, Associate Superintendent

Karen Larsen  
Karen Larsen, HHSA Director

date: \_\_\_\_\_

date: \_\_\_\_\_

Date: 9/6/19

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

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ESPARTO UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

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

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

WASHINGTON UNIFIED SCHOOL DISTRICT

WINTERS JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

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

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

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Yolo County Probation Department

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Dan Fruchtenicht

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

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