



MEMORANDUM OF AGREEMENT (MOA) 7367

AMENDMENT NUMBER 03

Every Student Succeeds Act (ESSA) Transportation Cost-Sharing

AMENDMENT PAGE

This is the third amendment to MOA 7367, to extend its term and update its template.

The parties entered into MOA 7367 on July 1, 2019, made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Child and Family Well-Being (CFWB), the San Diego County Superintendent of Schools (SDCSS), and San Diego County Districts/Local Education Agencies (SDC LEAs), to provide transportation services according to ESSA guidelines.

The parties agree as follows:

1. The attached agreement (MOA 7367) has been restated using the current HHSA template and updated to align with current HHSA policy. The restated MOA is included with this Amendment Page and shall replace the previous version of MOA 7367. Changes include:

- 1.1 Revise recitals, paragraph 1, to read as follows:

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act (ESSA), Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act (ESSA), develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation....”.

- 1.2 Revise recitals, paragraph 6, to read as follows:

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego of additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 5 (five) and 18 (eighteen), with transportation to and from their school of origin. SDCSS contracted transportation as referenced within this agreement is only available for students ages 8 (eight) through 18 (eighteen). Any student under the age of 8 (eight) who needs transportation services by SDCSS transportation contract will require



approval by County of San Diego. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does not include transportation as a related service.

1.3 Revise Paragraph 1, Administration of Agreement, to read as follows:

2. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

<u>HHSA-CFWB</u>	<u>SDCSS</u>
Alfredo Guardado, Director 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5815 Alfredo.Guardado@sdcounty.ca.gov	Charisma De Los Reyes, MSW, Coordinator San Diego County Office of Education Foster Youth Services Coordinating Program 6401 Linda Vista Road, Suite 409 San Diego, CA. 92111 858-298-2098 charisma.delosreyes@sdcoe.net
<u>CFWB Administrative Representative</u> Amanda Dohring, Administrative Analyst 8965 Balboa Avenue San Diego, CA 92123 (858) 306-8095 Amanda.Dohring@sdcounty.ca.gov	

1.4 Revise Paragraph 2, Parties' Responsibilities, section 2.1, CFWB, sections 2.1.1, 2.1.2, and 2.1.3 to read as follows:

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per associated contracts 525896 (term 07/01/2008 – 06/30/2021), 564834 (term 07/01/2021 – 06/30/2026), and 575364 (term 07/01/2026 – 06/30/2031) between SDCSS and HHSA CFWB. The contracts and their terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County and/or SDCSS co-located Education Liaisons will ensure that a Best Interest Determination (BID) regarding school of origin has been made by the Education Rights Holder (ERH) prior to a referral for transportation services and is required to ensure the SDC LEA School District Foster Education Liaison is consulted.
- 2.1.3. County will provide up to \$650,000 annually to SDCSS per associated contracts 525896 (term 07/01/2008 – 06/30/2021), 564834 (term 07/01/2021 – 06/30/2026), and 575364 (term 07/01/2026 – 06/30/2031) between HHSA CFWB and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:



1.5 Revise Paragraph 2, Parties' Responsibilities, section 2.2, SDCSS, sections 2.2.2, 2.2.3, 2.2.5, and 2.2.13 to read as follows:

- 2.2.2. SDCSS co-located Educational Liaisons will contact the caregiver or virtually with caregivers to orient them and have the caregiver sign or verbally consent to the Caregiver Agreement for transportation service requirements when SDCSS contracted providers are transporting eligible students.
- 2.2.3. Three days after the first ride is completed, the SDCSS co-located Educational Liaisons will follow-up with the caregiver, school district(s), and/or assigned CFWB Social Worker (SW) to verify the student's transportation needs are met. Follow-up communication can help to reduce any unexpected costs. Thereafter, SDCSS co-located Educational Liaisons will continue to follow-up monthly.
- 2.2.5. SDCSS will provide a full-time Foster Youth Services Coordinating Program (FYSCP) manager or designee to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.
- 2.2.13. If SDCSS requests an exception for transportation services under this MOA, including exceptions related to student eligibility or cost-sharing, SDCSS must submit a written request with sufficient supporting information for review and approval.

1.6 Revise Paragraph 2, section 2.3, SDC LEAs, sections 2.3.1, 2.3.2, 2.3.3, 2.3.7, 2.3.9, 2.3.11, 2.3.13, 2.3.14, 2.3.16, and 2.3.17 to read as follows:

- 2.3.1. SDC LEAS will collaborate with SDCSS co-located Education Liaisons to determine if existing transportation options can be used to take a student to their school of origin. If not, they will identify a cost-effective way to transport eligible students in foster care to their school of origin and assess any additional costs involved.
- 2.3.2. The eligibility of the student is determined by co-located SDCSS Educational Liaison(s).
- 2.3.3. Students residing in a Short-Term Residential Therapeutic Program (STRTP), Foster Family Agency (FFA), or Group Home do not meet eligibility under this MOA. An alternate safe and age-appropriate method of transportation to school will be identified for students residing in these types of placements.
- 2.3.7. When one responsible SDC LEA elects to waive reimbursement for its share of the additional transportation costs it provides, the other responsible SDC LEA shall fund one-half of the remaining additional costs.
- 2.3.9. SDC LEAs will track and communicate with the SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin. SDC LEAs are eligible for reimbursement only from the school address to the placement address or to the address provided by the caregiver.



- 2.3.11. SDC LEAs may notify the SDCSS manager, or designee, of their decision not to utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age-appropriate manner.
 - 2.3.13. SDC LEAs must submit for reimbursement no later than 60 days from the initial date of service. SDC LEAs understand that requests for reimbursement past the 60-day mark will not be eligible for reimbursement. For reimbursement requests past 60 days, the SDC LEA must request approval from the SDCSS manager or designee within 5 (five) business days. No reimbursement requests may be submitted in June.
 - 2.3.14. SDC LEAs will identify the point of contacts for the following:
 - 2.3.14.1. School District Foster Youth Liaison(s) (SDC LEA)
 - 2.3.14.2. Signatory for this MOA
 - 2.3.16. SDC LEAs that use the Transportation MOA must attend at least one annual training on foster youth transportation.
 - 2.3.17. SDC LEA will provide transportation for a student with a disability who is enrolled within their District, if transportation is listed as a related service in the student's IEP, regardless of whether the student is in foster care.
- 1.7 Revise Paragraph 3, County Contribution to Additional Cost, to read as follows:
- 3. **County Contribution to Additional Cost:** Through June 30, 2031, the parties agree to implement this agreement and gather data on additional costs incurred in transporting foster students to their school of origin. SDC LEAs agree to notify SDCSS in advance of incurring additional costs to transport an eligible student to the school of origin. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the portions specified in Section 2 of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.
- 1.8 Revise Paragraph 16, Counterparts, to read as follows:
- 16. This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. LEA members may be added as a party to the MOA as requested without formal amendment. Such shall have executed and delivered a joinder to the County of San Diego HHSA with a copy to SDCSS attached hereto as Exhibit A – Joinder of Additional Signatory to Agreement.
- 1.9 Revise Paragraph 17, Term, to read as follows:
- 17. **Term:** This agreement shall become effective on July 1, 2019, and be in force until **June 30, 2031**.
- 1.10 Paragraphs 19, *Live Well San Diego* Vision, and 20, A Trauma-Informed System are hereby removed.



2. All other provisions of the MOA remain in full force and effect.
3. This third amendment shall be effective on July 1, 2026.

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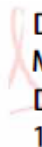
County of San Diego

Dated: 6/18/2026

By: 
ELIZABETH A. HERNANDEZ, Ph.D.
Interim Deputy Chief Administrative Officer
Health and Human Services Agency

San Diego County Superintendent of Schools

Dated: _____

By:   Digitally signed by
Michael Simonson
Date: 2026.05.28
10:29:34 -07'00'
MICHAEL SIMONSON,
Deputy Superintendent



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Child and Family Well-Being (CFWB), the San Diego County Superintendent of Schools (SDCSS), and San Diego County Districts/Local Education Agencies (SDC LEAs).. The parties to this agreement may be referred to herein collectively as the “parties” or individually as a “party”.

Recitals

WHEREAS, this MOA is for purposes of each party complying with the Every Student Succeeds Act (ESSA), Section 1112(c)(5)(B) (20 U.S.C. §6312(c)(5)(B)), requiring:

“[e]ach local educational agency . . . provide assurances that it will collaborate with the State or local child welfare agency to, by not later than 1 year after the date of enactment of the Every Student Succeeds Act (ESSA), develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care, which procedures shall:

- (i) ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and
- (ii) ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if – (I) the local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation; (II) the local educational agency agrees to pay for the cost of such transportation; or (III) the local educational agency and the local child welfare agency agree to share the cost of such transportation....”.

WHEREAS, each agency’s role is as follows:

County provides funds for certain services for youth who are under the jurisdiction of the Juvenile Court and is governed by The Fostering Connections Act, which includes school stability provisions relating to youth as defined by 48853.3 (a). County has agreed to provide funding for additional costs incurred in providing transportation to maintain children in foster care in their schools of origin when the client is without an alternate transportation plan. County has agreed to collaborate with SDCSS and SDC LEAs to provide funding in support of transportation to school of origin and its clients when an alternate transportation plan is utilized. County is responsible for those eligible students over which they have care, custody, and control as vested by the San Diego Superior Court.

SDCSS is an LEA under federal law, and to ensure compliance with ESSA transportation to school of origin provisions, has coordinated agencies and agreed to administer a countywide transportation program, including staffing and indirect costs, to ensure that all eligible students receive transportation to their school of origin and that any additional cost is shared equally among the other parties to this agreement (County and SDC LEAs) for purposes of county-wide compliance with the ESSA. SDCSS agrees to provide coordination and oversight of the provisions in this agreement.



SDC LEAs ensure students in foster care who reside in their boundaries have access to transportation to their school of origin by providing transportation to children in foster care residing in their boundaries to their school of origin when doing so creates no additional cost to the SDC LEA, and also agreed to collaboratively fund a portion of additional costs incurred in providing transportation to school of origin, when doing so creates such additional costs, to ensure students in foster care who reside in their boundaries have access to transportation to their school of origin.

WHEREAS, this MOA is for purposes of ensuring cost effective and efficient methods for ensuring children in foster care in San Diego County have transportation to school of origin available even when it creates an additional cost to the SDC LEA that will be shared by the parties.

WHEREAS, this MOA will provide cost sharing by SDC LEAs, SDCSS, and County of San Diego of additional costs, as that term is defined herein, incurred by SDC LEAs for the SDC LEAs or SDCSS to provide students in foster care, between the ages of 5 (five) and 18 (eighteen), with transportation to and from their school of origin and residing in a foster (resource home), relative, or non-related extended family member placement. SDCSS contracted transportation as referenced within this agreement is only available for students ages 8 (eight) through 18 (eighteen). Any student under the age of 8 (eight) who needs transportation services by SDCSS transportation contract will require approval by County of San Diego. Students in foster care covered by this agreement include:

- Students enrolled in General Education Programs.
- Students served by Special Education Programs whose Individual Education Program does not include transportation as a related service.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

<u>HHS-A-CFWB</u>	<u>SDCSS</u>
Alfredo Guardado, Director 8965 Balboa Avenue San Diego, CA 92123 (858) 616-5815 Alfredo.Guardado@sdcounty.ca.gov	Charisma De Los Reyes, MSW, Coordinator San Diego County Office of Education Foster Youth Services Coordinating Program 6401 Linda Vista Road, Suite 409 San Diego, CA. 92111 858-298-2098 charisma.delosreyes@sdcoe.net
<u>CFWB Administrative Representative</u> Amanda Dohring, Administrative Analyst 8965 Balboa Avenue San Diego, CA 92123 (858) 306-8095 Amanda.Dohring@sdcounty.ca.gov	



2. Parties' Responsibilities:

2.1. CFWB:

- 2.1.1. County will collaborate with SDCSS co-located Education Liaisons to process appropriate referrals to transportation services under this agreement and as per associated contracts 525896 (term 07/01/2008 – 06/30/2021), 564834 (term 07/01/2021 – 06/30/2026), and 575364 (term 07/01/2026 – 06/30/2031) between SDCSS and HHSA CFWB. The contracts and their terms shall take precedence over the provisions of this MOA as it relates to the relationship between the County and SDCSS parties.
- 2.1.2. County and/or SDCSS co-located Education Liaisons will ensure that a Best Interest Determination (BID) regarding school of origin has been made by the Education Rights Holder (ERH) prior to a referral for transportation services and is required to ensure the SDC LEA School District Foster Education Liaison is consulted.
- 2.1.3. County will provide up to \$650,000 annually to SDCSS per associated contracts 525896 (term 07/01/2008 – 06/30/2021), 564834 (term 07/01/2021 – 06/30/2026), and 575364 (term 07/01/2026 – 06/30/2031) between HHSA CFWB and SDCSS, which SDCSS will allocate to the countywide transportation program it administers per this MOA, and use to cover the agreed upon portion of shared costs under this MOA as outlined below:
 - 2.1.3.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one third of the total mileage cost to transport.
 - 2.1.3.1.1. When inter-district transportation is being provided to an eligible student, County agrees to fund one fourth of the total mileage cost to transport when there is 3 (three) SD LEAs involved.
 - 2.1.3.1.2. When one SDC LEA elects to waive reimbursement for the additional costs of transportation provided by that SDC LEA, County agrees to fund one half of the remaining SDC LEA's additional costs.
 - 2.1.3.1.3. When intra-district transportation is being provided to an eligible student, County agrees to fund one half of the additional cost to transport.

2.2. SDCSS:

- 2.2.1. SDCSS co-located Educational Liaisons will assess eligibility for all referrals for transportation services where transportation to the school of origin creates an additional cost for the SDC LEA.
- 2.2.2. SDCSS co-located Educational Liaisons will contact the caregiver virtually or by phone with caregivers to provide orientation and have the caregiver sign or verbally consent to the Caregiver Agreement for transportation service requirements when SDCSS contracted providers are transporting eligible students.



- 2.2.3. Three days after the first ride is completed, the SDCSS co-located Educational Liaisons will follow-up with the caregiver, school district(s), and/or assigned CFWB Social Worker (SW) to verify the student's transportation needs are met. Follow-up communication can help to reduce any unexpected costs. Thereafter, SDCSS co-located Educational Liaisons will continue to follow-up monthly.
- 2.2.4. SDCSS will issue a public bid for transportation providers, vet all applicants and ensure all awarded contract providers adhere to all applicable Education and Vehicle codes outlined in California Law relating to student transportation.
- 2.2.5. SDCSS will provide a full-time Foster Youth Services Coordinating Program (FYSCP) manager or designee to administer all phases of the countywide transportation program and will fund all indirect costs associated with this agreement.
- 2.2.6. SDCSS manager will communicate with SDC LEAs regarding additional costs and services available pursuant to this MOA which the SDC LEAs may utilize for purposes of ensuring transportation is available to school of origin.
- 2.2.7. SDCSS will process all audit transfers and ensure additional costs are shared equally among all parties as agreed upon.
- 2.2.8. SDCSS will monitor the expenditures under this agreement, project usage and potential shortfalls in funding. As needed, SDCSS will facilitate the identification of resources needed to continue the provision of services under this agreement.
- 2.2.9. SDCSS will maintain all records required by the parties to this agreement.
- 2.2.10. SDCSS will provide quarterly reports to all parties.
- 2.2.11. SDCSS will report any incident involving injury or property damage during transportation provided by its contractor to the SDC LEA and County via email within 24 hours of having knowledge of the incident.
- 2.2.12. In the event of a potential dispute, SDCSS will offer to mediate a meeting to attempt to resolve the concern before following the formal process referred to in item 4.
- 2.2.13. If SDCSS requests an exception for transportation services under this MOA, including exceptions related to student eligibility or cost-sharing, SDCSS must submit a written request with sufficient supporting information for review and approval.

2.3. **SDC LEAs:**

- 2.3.1. SDC LEAS will collaborate with SDCSS co-located Education Liaisons to determine if existing transportation options can be used to take a student to their school of origin. If not, they will identify a cost-effective way to transport eligible students in foster care to their school of origin and assess any additional costs involved.
- 2.3.2. The eligibility of the student is determined by co-located SDCSS Educational Liaison(s).
- 2.3.3. Students residing in a Short-Term Residential Therapeutic Program (STRTP), Foster Family Agency (FFA), or Group Home do not meet eligibility under this



MOA. An alternate safe and age-appropriate method of transportation to school will be identified for students residing in these types of placements.

- 2.3.4. SDC LEAs will notify SDCSS Educational Liaisons when they determine that the most appropriate method of transportation will be to utilize SDCSS contracted services under this agreement.
- 2.3.5. When inter-district transportation is being provided to an eligible student the responsible SDC LEAs agree to each fund one third of the total mileage cost to transport.
- 2.3.6. When inter-district transportation is being provided to an eligible student, SDC LEAs agrees to fund one fourth of the total mileage cost to transport when there are 3 (three) SDC LEAs involved.
- 2.3.7. When one responsible SDC LEA elects to waive reimbursement for its share of the additional transportation costs it provides, the other responsible SDC LEA shall fund one-half of the remaining additional costs.
- 2.3.8. When intra-district transportation is being provided to an eligible student the SDC LEA agrees to one half of the additional cost to transport.
- 2.3.9. SDC LEAs will track and communicate with the SDCSS manager the actual and additional costs they incur when the SDC LEA is providing transportation utilizing SDC LEA resources to transport a student in foster care to school of origin. SDC LEAs are only eligible for reimbursement only from the school address to the placement address or to the address provided by the caregiver.
- 2.3.10. SDC LEAs agree to make claims for recouping transportation costs to SDCSS, not the County.
- 2.3.11. SDC LEAs may notify the SDCSS manager, or designee, of their decision not to utilize SDCSS contracted services for any reason and transport the eligible student in an alternate safe and age-appropriate manner.
- 2.3.12. School of origin SDC LEAs will send monthly attendance by the 10th of the following month for all students utilizing transportation per this agreement.
- 2.3.13. SDC LEAs must submit for reimbursement no later than 60 days from the initial date of service. SDC LEAs understands that requests for reimbursement past the 60-day mark will not be eligible for reimbursement. For reimbursement requests past 60-days, the SDC LEA must request approval from the SDCSS manager or designee within 5 (five) business days. No reimbursement requests may be submitted in the month of June.
- 2.3.14. SDC LEAs will identify the point of contacts for the following:
 - 2.3.14.1. School District Foster Youth Liaison(s) (SDC LEA)
 - 2.3.14.2. Signatory for this MOA
- 2.3.15. SDCSS will work closely with staff named above to remain in compliance with all MOA related activities.
- 2.3.16. SDC LEAs that use the Transportation MOA must attend at least one annual training on foster youth transportation.



- 2.3.17. SDC LEA will provide transportation for a student with a disability who is enrolled within their District, if transportation is listed as a related service in the student's IEP, regardless of whether the student is in foster care.
3. **County Contribution to Additional Cost:** Through June 30, 2031, the parties agree to implement this agreement and gather data on additional costs incurred in transporting foster students to their school of origin. SDC LEAs agree to notify SDCSS in advance of incurring additional costs to transport an eligible student to the school of origin. For the term of this agreement, and subject to annual renegotiation, reimbursement by the County to SDC LEAs for additional costs incurred to transport a student to their school of origin will be set and reimbursed at the rate of \$3.13/per mile, regardless of actual additional cost incurred or the portions specified in Section 2 of this MOA. The parties agree to discuss this amount following collection of information on actual additional costs incurred.
4. **Dispute Resolution Process:** This agreement is subject to the following dispute resolution process outlined in California Education Code:
- 4.1.1. E. C. 48853.5 (f) (9) If a dispute arises regarding the request of a foster child to remain in the school of origin, the foster child has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing dispute resolution process available to a pupil served by the local educational agency.
- 4.1.2. E. C. 48853.5 (i) (1) A complaint of noncompliance with the requirements of this section may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations.
5. **Indemnity:**
- 5.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 5.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.
- 5.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 5.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates



or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

6. **Insurance:** Prior to execution of this agreement, the parties must obtain at their own cost and expense, and keep in force and effect during the term of this agreement, including all extensions, appropriate insurance to cover any foreseeable losses under this agreement. The parties may maintain a program of self-insurance to meet the requirements of this paragraph.
7. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
8. **Permits and Licenses:** SDCSS and SDC LEAs certify that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
9. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
10. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
11. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
12. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
13. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
14. **Information Privacy and Security Provisions:** All parties to this agreement agree to comply with all applicable laws and regulations related to the privacy and security of client's information, such as, but not limited to the confidentiality of the child welfare records per



California Welfare & Institutions Code sections 827 and 10850. In addition, any data shared between the parties electronically shall occur via encrypted software.

15. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
16. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. LEA members may be added as a party to the MOA as requested without formal amendment. Such shall have executed and delivered a joinder to the County of San Diego HHSA with a copy to SDCSS attached hereto as Exhibit A – Joinder of Additional Signatory to Agreement.
17. **Term:** This agreement shall become effective on July 1, 2019 and be in force until **June 30, 2031**.
18. **Termination for Convenience:** County may, by written notice stating the extent and effective date, terminate this agreement for convenience in whole or in part, at any time.

EXHIBIT A – JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

***Signature page removed; see Amendment Page for signatures for this amendment of MOA 7367.
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EXHIBIT A

JOINDER OF ADDITIONAL SIGNATORY TO AGREEMENT

Pursuant to, and in accordance with Section 16 of the Memorandum of Agreement between the County of San Diego by and through its Health and Human Services Agency, the San Diego County Superintendent of Schools and San Diego County School Districts/Local Education Agencies, for the purpose of ensuring cost effective and efficient methods of transportation to school of origin for children in foster care in San Diego County, the [NEW PARTY] hereby acknowledges that it has received and reviewed a complete copy of the aforementioned Agreement and agrees that upon execution of this Joinder, [NEW PARTY] shall become a party to the Memorandum of Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Memorandum of Agreement as though an original party thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

[NEW PARTY]

Dated: _____

By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

ALPINE UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

BONSALL UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

CAJON VALLEY UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

CARDIFF ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

CHULA VISTA ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

DEHESA ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

DEL MAR UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

ENCINITAS UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

ESCONDIDO UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

FALLBROOK UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

JAMUL-DULZURA UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

JULIAN UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

LA MESA-SPRING VALLEY ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

LAKESIDE UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

LEMON GROVE ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

NATIONAL ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN PASQUAL UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN YSIDRO ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SANTEE ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SOUTH BAY UNION ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SPENCER VALLEY ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

VALLECITOS ELEMENTARY
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

ESCONDIDO UNION HIGH
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

FALLBROOK UNION HIGH
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

GROSSMONT UNION HIGH
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

JULIAN UNION HIGH
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN DIEGUITO UNION HIGH
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SWEETWATER UNION
HIGH SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

BORREGO SPRINGS UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

CARLSBAD UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

CORONADO UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

MOUNTAIN EMPIRE UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

OCEANSIDE UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

POWAY UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

RAMONA UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN MARCOS UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

VALLEY CENTER-PAUMA UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

VISTA UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

WARNER UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

JUVENILE COURT AND COMMUNITY SCHOOLS

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

HAWKING CHARTER SCHOOLS

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

GUAJOME PARK ACADEMY

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

GUAJOME LEARNING CENTER

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title



Additional Signatories to Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Signed by:

SAN DIEGO UNIFIED
SCHOOL DISTRICT

Dated: _____ By: _____
(Authorized Signature)

Name (Type or Print)

Title