



Agenda Item Details

Meeting	Feb 24, 2022 - Regular Board Meeting -
Category	14. CONSENT - Educational Services
Subject	14.5 Dr. Michael Williams: Requesting Approval of Amending Memorandum of Understanding between DSUSD and CVAS
Type	Action (Consent)
Recommended Action	Approval of Amending Memorandum of Understanding between DSUSD and CVAS.
Goals	Academic Achievement

BACKGROUND

Coachella Valley Adult School (CVAS) is seeking approval to amend the MOU partnership agreement with Desert Sands Unified School District (DSUSD). As a result of this Amendment, CVAS will no longer provide babysitting for Adult Education classes within DSUSD boundaries. This will reduce the MOU reimbursement amount from \$250,000 to \$200,000. This MOU is being resubmitted because the attachment had the incorrect date of July 1, 2020. The correct date should have been July 15, 2021.

ANALYSIS

This partnership will continue to increase enrollment, and graduation rates in Coachella Valley Adult School at no additional cost to the CVUSD. DSUSD agrees to reimburse for goods and services for the referenced programs. CVAS continues to offer HISET® / GED exam prep programs, High School Diploma programs, English as a Second Language programs, and Citizenship preparation classes.

STUDENT ACHIEVEMENT

N/A

FISCAL IMPACT AND BUDGET SOURCE

DSUSD will reimburse Coachella Valley Adult School for all goods and services.

RECOMMENDATION

The Educational Services Department recommends approval of amending the Memorandum of Understanding between DSUSD and CVAS.

[6-CVUSD-DSUSD MOU 2021-22 Amendment 1.5.pdf \(237 KB\)](#)

MEMORANDUM OF UNDERSTANDING

This agreement made and entered into July 15, 2021 by and between the **DESERT SANDS UNIFIED SCHOOL DISTRICT**, Riverside County, California, hereinafter referred to as the "DSUSD" and **COACHELLA VALLEY ADULT SCHOOL**, Riverside County, California, hereinafter referred to as the "CVAS".

This Memorandum of Understanding (MOU) serves as an agreement between Desert Sands Unified School District and Coachella Valley Adult School to provide adult education. The purpose of this agreement is to provide collaborative educational services that are mutually beneficial to both parties while increasing programs and services for the Coachella Valley. While involved in Adult Education Program Activities, participants and representatives shall comply with all campus rules and regulations. For accountability purposes, all students will be required to fill out a Coachella Valley Adult School registration form and participate in applicable assessment testing.

This MOU shall be effective July 15, 2021, through June 30, 2022. The MOU will be renewed annually upon mutual agreement of the parties. If DSUSD resolves to terminate this agreement for the following year, notice shall be given to CVAS on or before March 1st of the current year.

Amendment 1 shall be effective February 25, 2022 and shall reflect that CVAS will no longer be providing babysitting which will reduce the reimbursement amount from \$250,000 to \$200,000.

CVAS agrees to provide the following:

1. Adult Education Classes
2. Teachers
3. Staff Training
4. Counseling and transition support
5. Clerical support
6. Administrative oversight
7. ~~Babysitting for select classes~~
8. Data Submission
9. Graduation Ceremony
10. Official GED/HISET testing at the Coachella Valley Adult School main campus

DSUSD agrees to provide the following:

1. Access to school sites /classrooms
2. Access to restrooms
3. Provide routine cleaning and maintenance services to classrooms
4. Staff access to internet and phones at the designated school sites / classrooms
5. DSUSD high school student dropout lists
6. Assistance with student recruitment: (Examples: back to school night announcements, connect Ed calls, posting flyers and banners on school sites.)
7. Assistance with teacher recruitment (Examples: email job postings to teachers, and posting vacant positions at school sites)

DSUSD agrees to reimbursement for goods and services not to exceed ~~\$250,000~~ (\$200,000) for the above referenced programs and associated cost to CVAS as allocated in the Adult Education Block Grant and the Desert Regional Consortium plan.

CVAS agrees to defend, indemnify and hold harmless the DSUSD, its Board of Trustees, employees and agents from any and all claims, liability or loss arising in any way out of or in any manner connected with the use or occupancy of premises (s) and/or performance of any act or deed under or pursuant to the terms and provisions of this MOU in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by such indemnifying party, and/or its officers, employees or agents. DSUSD agrees to defend, indemnify and hold harmless CVAS, its employees and agents from any and all liability or loss arising in any way out the gross negligence of the DSUSD, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DSUSD, and/or DSUSD'S employees or agents.

Without limiting the indemnification provisions provided herein, CVAS, at its sole expense, shall obtain and maintain during the term of this agreement and any extensions thereof, a policy of commercial general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the premises resulting from any actions or omissions of CVAS or its invitees including coverage for personal injury in an amount not less than \$1,000,000 for each claim and \$2,000,000 for each occurrence. A certificate of insurance with an endorsement naming DSUSD as an additional insured shall be delivered to DSUSD concurrent with this agreement.

CVAS shall at its sole cost and expense, obtain and maintain during the term of this agreement Worker's Compensation Insurance (California State Statutory Limits) and Employer's Liability Insurance in an amount not less than \$1,000,000 per incident. CVAS shall submit to DSUSD, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of DSUSD, its officers, agents, and employees.

DESERT SANDS UNIFIED SCHOOL DISTRICT


COACHELLA VALLEY ADULT
SCHOOL
Coachella Valley Unified School District

Signed _____

Jordan Aquino

Authorized Agent Assistant Superintendent
Business Services

Date _____

Signed  _____

Veronica Zepeda - Interim Assist. Super. Bus.

Authorized Agent

Date February 25, 2021

Date of Board Approval/Ratification
