

**PERRIS UNION HIGH SCHOOL DISTRICT
TITLE I - PART A**

MEMORANDUM OF UNDERSTANDING - ST. JAMES CATHOLIC SCHOOL CONSORTIUM

This Memorandum of Understanding (MOU) is made and entered into on December 17th, 2020 between the Perris Union High School District (PUHSD), Romoland School District (RSD), Lake Elsinore Unified School District (LEUSD), Val Verde Unified School District (VVUSD), Nuvview Union School District (NUSD), Menifee Union School District (MUSD), and Moreno Valley Unified School District (MVUSD). These districts are public school districts that duly operate under the laws of the state of California in Riverside County.

Whereas, these local educational agencies are required to provide Title I - Part A services under the Every Student Succeeds Act (ESSA) to eligible private school children, their parents, their teachers and other school personnel (ESSA Section Part 1117(a)(4)(A)(i)); and

Whereas, these districts have ESSA private school students attending a common private elementary or secondary school; and

Whereas, each district is required to provide fiscal resources based upon each eligible private school student's school of residency; and

Whereas, each district is required to ensure "timely and meaningful consultation" with private school officials during the design and development of program services; and

Whereas, each district is accountable for the progress of the program at private schools and must assess the achievement of all private school students receiving ESSA-services; and

Whereas the proportional share of Title I funds is calculated based on the number of low income students residing in each district's boundaries. According to ESSA Section 1117(a)(4)(A)(i), expenditures for educational services and other benefits to eligible private school children shall be equal to the proportion of funds allocated to participating school attendance areas based on the number of children from low-income families who attend private schools.

Now, Therefore, in consideration of the mutual promises contained herein, it is agreed that these districts will enter into a consortium for private school services for students attending St. James Catholic School. The consortium shall be named St. James Catholic School Consortium (SJCSC) and will include the following districts: Romoland School District (RSD), Lake Elsinore Unified School District (LEUSD), Val Verde Unified School District (VVUSD), Nuvview Union School District (NUSD), Menifee Union School District (MUSD), Moreno Valley Unified School District (MVUSD) and Perris Union High School District (PUHSD). PUHSD will be the lead agency for this consortium. All districts will assume the identification of eligible students, complete the consultation process, and evaluation requirements of ESSA for the students residing within their respective boundaries. PUHSD will provide the services outlined in this MOU and will bill the districts for their fiscal responsibility under ESSA requirements.

GENERAL TERMS AND CONDITIONS:

1. **TERM:** The term of this MOU shall be from December 17, 2020 through June 30, 2021. Any party may discontinue their participation in this MOU by giving written notice thirty (30) days in advance to the lead agency. The lead agency will notify the consortium when a notice is received.
2. **BILLING:** The lead agency (PUHSD) will invoice participating districts by January 31, 2021. All invoices are due and payable within 45 days of receipt. Invoices will be based upon each district's ESSA per student rates for Title I - Part A (Basic) allocations per eligible student cost for Title I reservations (parent involvement and instructional programs).
3. **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, servants, 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 MOU by such indemnifying party, or its officers, agents, servants and employees.

4. **INDEPENDENT CONTRACTOR:** PUHSD, while engaged in the performance of this MOU, is an independent contractor, and is not an officer, agent or employee of the consortium or any participating district.
5. **WORKER'S COMPENSATION:** PUHSD certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this contract.
6. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires PUHSD to certify that its employees who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with this condition & with the related fingerprinting requirements, is a condition of this MOU and participating districts reserve the right to terminate the contract at any time for noncompliance.
7. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** PUHSD hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this MOU shall be in compliance therewith.
8. **ASSIGNMENT OF CONTRACT:** Neither this MOU nor any duties or obligations under this MOU may be assigned without the prior written consent of all parties to this MOU. Any assignment or purported assignment of this MOU without prior written consent of the other party will be deemed void and of no force or effect.
9. **MODIFICATIONS AND AMENDMENTS:** This MOU may be modified or amended in writing by consent of the Parties.
10. **EXECUTION OF COUNTERPARTS:** If this MOU is executed in counterparts, each counterpart shall be deemed an original and all such counterparts or as many of them as the Parties preserve undestroyed shall together constitute one and the same MOU. All parties agree that electronic signatures that comply with applicable law are deemed original signatures.

PERRIS UNION HIGH SCHOOL DISTRICT'S RESPONSIBILITIES

PROGRAM SERVICES

The lead agency, PUHSD, assumes responsibility for the delivery of services to eligible students. PUHSD will be responsible for invoicing the various districts based on the calculations reported thereto.

What services will be offered:

1. How, where, and by whom the services will be provided;
2. How the services will be assessed and how the results of the assessment will be used to improve those services;
3. The size and scope of the equitable services to be provided to the eligible private school children, teachers, and other educational personnel and the amount of funds available for those services;
4. How and when PUHSD will make decisions about the delivery of services, including a thorough consideration and analysis of the views of the private school officials on the provision of contract services through potential third-party providers.

The lead agency will work in conjunction with St. James Catholic School to resolve any issues or concerns that may arise.

EVALUATION OF PROGRAM SERVICES

PUHSD will annually evaluate the achievement of all students participating in the private school program and submit that information to the California Department of Education. PUHSD will include in their annual Title I evaluation report the findings for all participating school districts. A copy of this report will be sent to the district within the consortium for review.

RESPONSIBILITIES OF PARTICIPATING DISTRICTS

IDENTIFICATION OF SCHOOL/STUDENTS

Participating agencies will engage in the initial consultation process by completing the following: 1. Send an "Intent To Participate" letter to the private school and 2. Hold an initial meeting to explain program requirements and to determine the method by which low income students will be identified at the private school, St. James Catholic School. St. James Catholic School will then provide the number of eligible students by district to all districts named in this MOU.

CONSULTATION

As specified in Title I of ESSA, Section 1117(b), the school districts listed in this MOU will assume the responsibility for the initial consultation, and evaluation requirements of ESSA at the designated private school; St. James Catholic School in Perris, California.

Completion of the consultation process with private school officials that includes:

- 1.) Initial Consultation.
- 2.) How students' needs will be identified.
- 3.) How the services will be assessed and how the results of the assessment will be used to improve those services.
- 4.) Completion of the Comprehensive Needs Assessment, Evaluation, and Action Plan for Private Schools.
- 5.) Completion of the funding allocation based on student eligibility; ie Title I, Part A Method of Calculating Equitable Services Proportional Share.

The participating School Districts will submit to the Perris Union High School District a copy of the consultation form and the Comprehensive Needs Assessment, Evaluation, and Action Plan for the private school(s) involved in this consortium.

The Parties hereto have executed this MOU by and through their duly authorized agents and representatives, below:

X _____
Lake Elsinore Unified School District

Print Name

DATE

X _____
Menifee Union School District

Print Name **DATE**

X _____
Moreno Valley Unified School District

Print Name **DATE**

X _____
Nuview Union School District

Print Name **DATE**

X _____
Perris Union High School District

Print Name **DATE**

X _____
Romoland Union School District

Print Name **DATE**

X _____
Val Verde Unified School District

Print Name **DATE**