



**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
AND
PERRIS UNION HIGH SCHOOL DISTRICT-6 HIGH SCHOOLS
MOU Agreement # 23/24 0758**

THIS MOU, made and entered into this 1st day of November 2023, by and between the Office of the San Bernardino County Superintendent of Schools, Rims Avid Partnership with Riverside County Districts, hereinafter called "**SUPERINTENDENT**", and Perris Union High School District, hereinafter called "**DISTRICT**",

R E C I T A L S

WHEREAS, **SUPERINTENDENT** is specially skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this Agreement and **DISTRICT** requires these services and advice;

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Services to be Provided by **SUPERINTENDENT**
 - a. **SUPERINTENDENT** will provide **DISTRICT** with services outlined in Attachment A.
 - b. **SUPERINTENDENT** will commence work under this agreement on or about, July 1, 2024, and will diligently prosecute work thereafter. **SUPERINTENDENT** will complete the work no later than June 30, 2027. Upon a showing of good and sufficient cause by **SUPERINTENDENT**, **DISTRICT** may, in its discretion, grant such extensions of time as it may deem advisable; provided however, **SUPERINTENDENT** shall not be obligated to pay **SUPERINTENDENT** any additional consideration if such an extension of time has been granted, unless **SUPERINTENDENT** undertakes additional services in which instance the consideration shall be increased as **DISTRICT** and **SUPERINTENDENT** shall agree.
 - c. **SUPERINTENDENT** will perform said services as an independent contractor in the pursuit of its independent calling and not as an employee of **DISTRICT**.
2. Services to be Provided by **DISTRICT**

DISTRICT will prepare and furnish to **SUPERINTENDENT** upon his or her request such information as is reasonably necessary to the performance of **SUPERINTENDENT'S** work under this Agreement.
3. **SUPERINTENDENT'S** Fee and Payment Thereof
 - a. **DISTRICT** will pay the **SUPERINTENDENT** at the rate of \$9,300 per year as outlined in Attachment A.
 - b. The total amount paid under this contract shall not exceed Twenty-Seven Thousand, Nine Hundred Dollars and no/100 Cents (\$9,300.00 for 3 years totaling \$27,900.00). Payments will be due upon receipt of the invoice.
4. Cancellation of Agreement
 - a. If at any time during the performance of this Agreement **DISTRICT** determines, at **DISTRICT 'S** sole discretion, that **SUPERINTENDENT'S** services are or have become unsatisfactory, or if at any time during the performance of this agreement **DISTRICT** determines, at his sole discretion, to suspend indefinitely or abandon the work under this agreement, **DISTRICT** shall have the right to cancel this agreement and terminate the performance of **SUPERINTENDENT'S** services hereunder. In the event of such cancellation, **DISTRICT** shall give written notice to **SUPERINTENDENT** of its intention to cancel ten (10) days prior to the first day of training.

b. If the cancellation is for unsatisfactory performance, **DISTRICT** shall be obligated to pay **SUPERINTENDENT** only for those services deemed by **DISTRICT** to be satisfactory as of the effective date of cancellation or termination. If the cancellation is the result of **DISTRICT 'S** decision to suspend indefinitely or abandon the work under this agreement, **DISTRICT** shall be obligated to pay **SUPERINTENDENT** only for those services performed by **SUPERINTENDENT** through the effective date of cancellation or termination.

5. Successors and Assigns

This agreement shall not be assignable except with written consent of parties hereto.

6. Special Provisions

a. **SUPERINTENDENT** shall comply with all federal, state, and local laws and ordinances applicable to such work.

b. This agreement may be amended by the mutual written consent of the parties hereto.

7. Hold Harmless

DISTRICT agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.

9. Conflict of Interest

The **SUPERINTENDENT** hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**

PERRIS UNION HIGH SCHOOL DISTRICT

Amber L. Arias, Manager, Procurement Services

Print Name, Title

Date: _____

Date: _____



RIMS AVID Partnership with Riverside County Districts Perris Union High School District- 6 High Schools

Membership Cost and Details

RIMS AVID and District will enter into a MOU

- \$1550 per site per year = District cost of \$9300 per year
- 3-year commitment required (2024-2027)
- Contract Submission Deadline: Friday, December 8, 2023

District will continue AVID Center contract and membership fees.

Coaching and Services Provided with Membership Fee

All coaching and services currently rendered by RIMS AVID which includes:

- District and Site Visits: Leadership team meeting, tutorial observation, AVID curriculum lesson, principal/District Liaison meetings, and/ or WICOR Walkthrough Observations
- Access to all professional learning opportunities
- All AVID student events (Sr. Recognition Ceremony, Write-off, Standout Ceremonies, etc.)
- Participation in Senior Student Scholarships
- All services or special events offered to Inyo, Mono and San Bernardino County AVID sites
- Unlimited technical coaching (in-person, email, phone, etc.)

Special District Training Offer

One Time, No Cost District Training During 3-year Commitment

- Customized AVID training based on district initiative or site initiatives
- Up to 10 individuals per site (\$200 per person = cost savings of \$12,000 for district)