

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, California 92501

MEMORANDUM OF UNDERSTANDING (MOU)
USE OF TEMPORARY CLASSROOM SPACE
(COME BACK KIDS PROGRAM)

This MOU, effective upon signing, is made and entered into, by and between **Riverside County Superintendent of Schools**, hereinafter referred to as the “SUPERINTENDENT”, and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **TERM:** The term of this MOU shall be from **July 1, 2018**, and shall end **June 30, 2020**.
 - A. **Option to Extend:** SUPERINTENDENT shall have option to extend the term of this MOU for one (1) additional consecutive year upon the same terms and conditions by giving DISTRICT notice, in writing, no later than sixty (60) days prior to the expiration of the initial term of this MOU. Upon notice of such request, an Amendment to this MOU will be initiated and signed between the Parties.

2. **CLASSROOM SPACE:** DISTRICT agrees to provide district-owned real property to SUPERINTENDENT, at no cost, for the purpose of operating a Come Back Kids (CBK) Program, referred to as “Program”, to assist DISTRICT with its high school-age students who have dropped out of school, fifth (5th) year seniors, and dropouts in the community (through age 23). This space consists of the following:
 - A. **Designated Space:** One (1) portable building, Room 6
 - B. **School Site:** **Pathway for Adult Life Skills (PALS)**
 - C. **Location:** 515 East 7th Street, Perris, CA 92570

3. **USE OF SPACE:** The space shall be used solely for the purpose of providing educational classes and office use related to education programs. DISTRICT shall maintain the safe operating condition of the space at all times.
 - A. **Operational Supplies:** SUPERINTENDENT is responsible for providing all network services, alarms, technology equipment, furniture, supplies, and all other items deemed necessary by SUPERINTENDENT to operate the Program.
 - B. **Program Operation:** The Come Back Kids Program will be held Monday through Friday every week, excluding DISTRICT holidays and DISTRICT school closures, which are identified on DISTRICT’S school calendar, located on DISTRICT’S website.
 - C. **Credentialed Instructor:** The services shall be provided by a credentialed instructor, provided by SUPERINTENDENT, to DISTRICT, at no cost. The instructor shall hold the proper teaching credential(s) and have experience in working with high school-aged students who have dropped out of school or are fifth (5th) year seniors.
 - D. **Change of Instructor:** SUPERINTENDENT shall notify DISTRICT of a change in instructor(s). In the event DISTRICT does not agree with the person(s) assigned to provide instruction, DISTRICT may, at its sole discretion, terminate this MOU.

4. **FINGERPRINTING:** Education Code section 45125.1 requires SUPERINTENDENT to certify that its employees and employees of contractors who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance is a condition of this MOU, and DISTRICT reserves the right to terminate this MOU at any time for noncompliance.
5. **KEYS:** SUPERINTENDENT shall be issued keys to the classroom space by DISTRICT. All keys must be surrendered to DISTRICT at the completion of this MOU.
6. **ACCESS:** The Parties understand that SUPERINTENDENT will be permitted to operate at the specific designated space and that this permission will not cover any other space. However, DISTRICT shall allow SUPERINTENDENT access to other common areas and facilities normally afforded to site staff; including but not limited to; restrooms and parking.
7. **CUSTODIAL/UTILITIES/PEST CONTROL:** DISTRICT shall be responsible for custodial services, utility costs, and pest control services.
8. **MAJOR REPAIRS OR REPLACEMENT:** DISTRICT shall be responsible for providing major repair services or replacement, including, but not limited to, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows and structural parts.
9. **INSURANCE:** SUPERINTENDENT will provide, and comply with laws of Worker’s Compensation Insurance for its employees during the term of this MOU.
10. **DISCONTINUANCE OF PROGRAMS:** In the event SUPERINTENDENT discontinues the Program, SUPERINTENDENT shall, on the last day of the instruction, surrender the premises to DISTRICT in the same condition as when received, or as subsequently modified by mutual agreement, ordinary wear and tear excepted.
11. **RELOCATION:** If during the term of this MOU, DISTRICT wishes to relocate the program, the Parties shall come to a mutual agreement on the location of relocation.
12. **NON-DISCRIMINATION:** DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
13. **NOTICES:** Any notices required or desired to be served by either Party upon the other shall be addressed to the respective Parties as set forth below:

SUPERINTENDENT:
Riverside County Superintendent of Schools
Contracts and Purchasing Services
PO Box 868
Riverside, CA 92502

DISTRICT:
Perris Union High School District
155 East Fourth Street
Perris, CA 92570

- 14. **ASSIGNMENT:** The SUPERINTENDENT shall not assign the whole or any part of this MOU without the written consent of the DISTRICT.
- 15. **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 and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys’ 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 and employees.
- 16. **AMENDMENTS:** This MOU may only be amended in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year above written.

Riverside County Superintendent of Schools

Perris Union High School District

Signed _____
Authorized Signature

Signed _____
Authorized Signature

Dr. Diana Walsh-Reuss, Associate Superintendent
Division of Student Programs and Services
Printed Name and Title

Printed Name and Title

Date _____

Date _____