

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NEWPORT-MESA UNIFIED SCHOOL DISTRICT AND**  
**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**

PARTIES: The parties to this MOU are the Newport-Mesa Unified School District (“NMUSD”), Huntington Beach Union High School District (“HBUHSD”), which operate classes for adults as provided in California Education Code section 84830 et. seq. known as the Adult Education Block Grant Program.

**WHEREAS**, the parties agree to the following Memorandum of Understanding (“MOU”) regarding the operation of an adult education program on NMUSD campuses (the “Adult Education Program”); and

**WHEREAS**, the parties desire to enter the MOU, which sets forth their mutual right and responsibilities and governs their relationship regarding the Adult Education Program, to include but not be limited to classes in English for Second Language learners, classes for obtaining an Adult High School Diploma, and classes to prepare students to pass a state approved high school equivalency exam.

**NOW, THEREFORE**, for the school years 2016-17 and 2017-18, the parties hereto each agree to the following terms in this Memorandum of Understanding:

**1. ADMISSIONS AND REGISTRATION**

1.1 Admissions and registration shall be coordinated by the Liaison in section 4.3 hereof in accordance with applicable policies and procedures established by the Huntington Beach Adult School (“HBAS”).

1.2 The HBAS shall pay the total cost of books and materials for students who enroll in a dual enrollment course.

1.3 All courses shall meet the enrollment requirements as set forth by the HBAS.

1.4 HBAS will include the NMUSD courses in its marketing plan and efforts. NMUSD will support such marketing by providing appropriate access to the community through its school and district facilities. Such support shall include:

HBAS shall provide NMUSD with HBAS course catalogs and NMUSD shall display at various NMUSD locations,

NMUSD word of mouth promotion by its school community facilitators

NMUSD shall set up days for NMUSD principals to tour classes

## **2. COURSES**

2.1 HBAS will offer the equivalent of 2 morning and 2 evening ESL classes. Such classes shall consist of either 4 two day a week or 2 4 day a week multilevel classes.

2.2 HBAS will use its existing curriculum approved by HBUHSD and the California Department of Education.

## **3. FACULTY AND STAFF**

3.1 Faculty shall be HBAS employed teachers, under contract to HBAS.

3.2 The HBAS shall be solely responsible for all salaries, wages, and benefits due to faculty and staff.

3.3 Faculty provided by the HBAS shall meet the Adult Education minimum qualifications for the State of California as determined by the California Commission on Teacher Credentialing.

3.4 Faculty performance shall be evaluated by the HBAS using the adopted evaluation process for Adult Education ESL teachers employed by the HBAS.

3.5 If necessary, substitute Faculty will be approved by the HBAS using the same process and subject to the same conditions described herein.

3.6 HBAS will provide a part time clerical support person and a part time security aide.

3.7 HBAS will provide counseling services as needed to be funded by the Adult Education Block Grant MOE (AEBG) funding described in section 11, contingent on funding through the AEBG. The purpose of these services would be to provide social/emotional counseling and college/career awareness.

## **4. LIAISON**

4.1 The NMUSD Superintendent shall appoint an administrator who will serve as NMUSD Liaison. The HBUHSD Superintendent shall appoint an administrator who will serve as HBUHSD Liaison. The NMUSD Liaison and the HBUHSD Liaison will approve all instructors hereunder and resolve all other issues regarding the MOU.

## 5. FACILITIES AND ON-SITE SUPERVISION

5.1 NMUSD will provide classrooms at the BESST Center in accordance with a separate lease for 2016-17 through 2017-18 as a pilot program. Utility and maintenance costs up to \$20,000 will be charged annually to the NMUSD AEBG allocation in accordance with the lease at the commencement of the program. Equipment replacement and repair shall be the responsibility of HBAS.

NMUSD shall provide the following:

1) Office

2) Diploma/GED/Computer lab

- 10 classroom computers (desktop)
- One teacher computer, one projector

3) Two ESL classrooms

- One teacher computer, one projector
- Two Chromebook carts (one per classroom) with 32 Chromebooks

4) Access to restrooms

5) Custodial services:

- NMUSD will provide routine cleaning of classrooms

5.2 HBAS will be responsible for *nightly closure and locking of the classrooms*.

5.3 NMUSD will provide wireless and wired access to the internet.

5.4 HBAS will provide its own IT technology/staff support.

5.5 Courses and students shall be under the direct supervision of a HBAS-administrator.

## 6. STUDENTS

6.1 Students must meet all Adult Education prerequisite requirements as established by the HBAS and stated in the HBAS catalog before enrolling in a course.

6.2 Grades earned by students enrolled in courses will be posted on official HBAS transcripts.

6.3 Students enrolled in courses will be eligible for HBAS student support services.

## **7. ASSESSMENT OF LEARNING AND CONDUCT**

7.1 Students enrolled in courses shall be held to the same standards of achievement as students on the HBAS campus.

7.2 Students enrolled in courses shall be held to the same grading standards as those expected of students in HBAS sections.

7.3 Students enrolled in courses shall be held to the same behavioral standards as those expected of adults on NMUSD campuses.

## **8. EVALUATION**

8.1 HBAS will monitor and report to both NMUSD and the Coast Adult Education Consortium (CAEC) regarding the progress of the program in accordance with AEBG guidelines and required outcomes.

## **9. INDEMNIFICATION**

9.1 The HBUHSD agrees to and shall indemnify, save and hold harmless the NMUSD and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the HBUHSD, its officers and employees.

9.2 The NMUSD agrees to and shall indemnify, save and hold harmless the HBUHSD and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NMUSD, its officers and employees.

## **10. INSURANCE**

10.1 The HBUHSD, in order to protect the NMUSD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, an insurance policy or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the NMUSD, its agents,

employees and officers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the NMUSD.

## **11. FUNDING**

11.1 NMUSD agrees to offer HBUHSD NMUSD's ABEG funding for the purposes of supporting Adult Education instructional services. This will require initial CAEC approval. In the event that AEBG funding for the HBUHSD Adult Education program decreases efforts shall be made to not reduce the services offered at NMUSD more than the proportional decrease in services for the overall HBUHSD program.

## **12. NON-DISCRIMINATION**

12.1 Neither the HBAS nor the NMUSD shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

## **13. TERM OF AGREEMENT**

13.1 The term of this Agreement shall be July 1, 2016 to June 30, 2018.

## **14. TERMINATION OR CHANGES**

14.1 Either party may terminate this AGREEMENT at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this AGREEMENT shall be addressed to the responsible person listed in Item 15 below. AEBG funding will remain with HBUHSD in accordance with California Education Code 84914 (b)(1).

## **15. NOTICES**

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U. S. Mail, postage to be prepaid, to the following addresses:

HBUHSD

Huntington Beach Union High School District  
5832 Bolsa Avenue,  
Huntington Beach, CA 92649  
Attention: Greg Plutko, Superintendent

NMUSD

Newport-Mesa Unified School District  
2985 Bear Street  
Costa Mesa, CA 92626

Attention: Fred Navarro, Superintendent

CAEC Executive Committee  
C/o Dr. Andreea Serban, Vice Chancellor Coast Community College District and CAEC Chair  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

## **16. INTEGRATION**

16.1 This Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **17. MODIFICATION AND AMENDMENT**

17.1 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

## **18. GOVERNING LAWS**

18.1 This agreement shall be interpreted according to the laws of the State of California.

## **19. SEVERABILITY**

19.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

## **20. COUNTERPARTS**

20.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

**HUNTINGTON BEACH UNION HIGH  
SCHOOL DISTRICT**

**NEWPORT-MESA  
UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

Superintendent

Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_