

**PROVISION OF ENGLISH AS A SECOND LANGUAGE (ESL), HIGH SCHOOL EQUIVALENCY (HSE) EXAM PREPARATION, AND CITIZENSHIP CLASSES AT SALINAS ONE-STOP COMMUNITY CENTER, 730 LA GUARDIA STREET, SALINAS, CA. 93905**

**MEMORANDUM OF UNDERSTANDING**

**Between**

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
CalWORKs Employment Services**

**And**

**SALINAS UNION HIGH SCHOOL DISTRICT  
Salinas Adult School**

**TERM: AUGUST 1, 2022 THROUGH JUNE 30, 2023**

## **MEMORANDUM OF UNDERSTANDING (M.O.U.)**

### **I. DECLARATION**

This agreement is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES** hereinafter referred to as **DSS**, and **SALINAS UNION HIGH SCHOOL DISTRICT, SALINAS ADULT SCHOOL**, hereinafter referred to as **SUHSD**, for the purpose of providing no-cost English as A Second Language (ESL) classes, High School Equivalency (HSE) Exam Preparation classes, and Citizenship classes to CalWORKs customers and the general public at the Social Services 730 LaGuardia building in Salinas. The purpose of this agreement is to identify the roles and responsibilities of each of the parties.

### **II. MEMORANDUM OF UNDERSTANDING (MOU) MANAGERS**

**DSS** hereby designates Thomas De La Cruz, MA II, as its Contract Manager for this M.O.U. All matters concerning this M.O.U. which are within the responsibility of **DSS CWES** shall be under the direction of, or shall be submitted to, the **DSS CWES** Contract Manager.

**SUHSD** hereby designates Burr Guthrie, Director – Salinas Adult School as its Contract Manager for this M.O.U. All matters concerning this M.O.U. which are within the responsibility of **SUHSD** shall be under the direction of, or shall be submitted to, the **SUHSD** Contract Manager.

### **III. BACKGROUND**

The **Salinas Union High School District** is committed to teaching 21<sup>st</sup> century skills and providing support to our adult students as they transition into new phases of education, employment and parenting, and community engagement.

Salinas Adult School is an extraordinary learning community of caring, experienced, highly qualified staff who are dedicated to serving students. They are committed to continuous improvement in providing diverse and high-quality educational programs.

The Schoolwide Learner Outcomes are (1) Students will improve communication skills, (2) Students will work independently and collaboratively, (3) Students will develop skills to transition into postsecondary education, career / technical education, or the workplace, (4) Students will increase their digital literacy, and (5) Students will develop skills that allow for positive contributions to family and community.

The use of Room 122 located at 730 La Guardia Street, Salinas, CA 93905 will increase the capacity of the Salinas Adult School and will allow CalWORKs customers and residents of East Salinas, to participate in the educational services (High School Equivalency [HSE] Exam

Preparation, English as A Second Language [ESL], and Citizenship classes) offered through the Salinas Adult School at no cost.

The purpose of this Memorandum of Understanding is to identify the specific and general responsibilities of each participating agency within the framework of the Salinas One-Stop Community Center. This agreement conforms to applicable federal and state laws.

#### **IV. SCOPE OF SERVICES**

##### **Salinas Union High School District agrees to:**

1. Provide programmatic oversight of the SUSHD agreements provided under this Memorandum of Understanding (MOU).
2. Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
3. Solely use Room 122 at 730 La Guardia Street, Salinas, CA 93905 for adult educational purposes (HSE, ESL, and US Citizenship classes).
4. Provide one (1) fully credentialed bi-literate, bi-cultural Adult School teacher (17.0 hours per week) to provide instruction in (a) English as A Second Language [ESL], (b) High School Equivalency [HSE] Exam Preparation, and (c) United States Citizenship.
5. Provide an adequately credentialed bi-literate, bi-cultural substitute teacher when the primary Adult School teacher is absent to ensure the continuity ~ uninterrupted provision of educational services is provided on a daily basis (e.g., vacancies related to staffing changes, sickness, vacation, leave, or other absences). Ensure same day arrangements are made for a qualified substitute teacher upon notification of the teacher's absence.
6. Provide DSS advanced notice of the absence of the substitute Adult School Teacher in the event of sickness, vacations, leaves or other absences.
7. Provide the SUHSD employee with a laptop to conduct all official SUSHD business.
8. Provide English as a Second Language [ESL] classes two (2) days per week – mornings 8:45 am to 12:15 pm.
9. Provide High School Equivalency [HSE] Exam Preparation classes two (2) days per week – mornings 8:45 AM to 12:15 PM
10. Provide US Citizenship classes one morning per week from 8:45 AM to 12:15 PM.
11. Operate classes on the County of Monterey's calendar and/or work out school holiday and County holiday closures in advance.

12. Provide the SUHSD SAS instructor with all necessary instructional materials, including office supplies necessary to provide instruction to enrolled students (e.g., educational materials, textbooks, paper for network printer, copying services at Salinas Adult School, office supplies, etc.).
13. Schedule and attend regular bi-monthly meetings during the term of this Memorandum of Understanding (MOU) with essential SUSHD and DSS CWES staff. The meetings are used to review the status of the program, challenges, and opportunities for improvement, etc. Additional meetings shall be scheduled as needed to discuss other areas that affect either party to this MOU.
14. Respond to and resolve deficiencies in meeting the service requirements in the MOU within two (2) business days of the deficiency being identified or reports by the DSS Contract-MOU Manager. The resolution and response shall be captured in written communication.
15. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties. Uncorrected deficiencies may result in the termination of this Memorandum of Understanding.
16. Participate in an annual event of DSS service providers convened by CalWORKs Employment Services at the Salinas-One Stop Community Center located at 730 La Guardia Street, Salinas, CA 93905.
17. Have all Salinas Adult School students comply with current County, State, CDC Public Health Emergency (e.g., COVID-19) protocols, including temperature and symptom checks.
18. Have all Salinas Adult School students register via Cyberian for computer use and ensure that the eight (8) public computers will only be used for educational purposes.
19. Have appropriate homework packets available for CalWORKs customers in the event that classes cannot be held at 730 La Guardia Street, Salinas, CA 93905.
20. Work in partnership with DSS to market and implement this project to CalWORKs Employment Services staff.
21. Collaboratively work with the lead DSS staff person to coordinate needs, resolve problems, and facilitate the referral and eligibility of CalWORKs families.
22. Facilitate and participate in joint problem solving with DSS staff to address CalWORKs customer needs.
23. Work collaboratively with other Welfare-To-Work Program partners [CalWORKs ACCESS Behavioral Health, CalWORKs Domestic Violence Treatment Services, Learning Needs/Learning Disability Services, Aging and Adult Services, and others].

**The Department of Social Services (DSS) agrees to:**

1. Provide the SUHSD the use of Room 122 [a classroom setting] at 730 La Guardia Street, Salinas, CA 93905 for the expressed provision of educational services, e.g., conducting High School Equivalency (HSE), English As A Second Language (ESL), and Citizenship classes Monday through Friday 8:00 AM to 1:00 PM at no cost. The use of this room is solely for adult education purposes [HSE, ESL, and US Citizenship classes].  
  
Market rate rent is \$1.75 per square foot at 730 La Guardia Street, Salinas. Room 122 is approximately 650 square feet. The monthly rent for a room of this size is \$1,138.00 per month. **This MOU has a market rate value of approximately \$34,000.00 annually.** [includes usage of Room 122, common areas and facilities, utilities, janitorial, Room 122 computers, Room 122 printer, Wi-Fi, and copier]
2. Provide CalWORKs customers and SUSHD students use of eight (8) public computers for educational purposes.
3. Provide CalWORKs customers and SUHSD students use of one (1) HP LaserJet 4250N Network Printer located in Room #122 for educational purposes.
4. Provide access to County's Guest Wi-Fi for educational purposes.
5. Provide access to main CWES copier for emergency copies, limited to 250 copies per month.
6. Work in partnership with SUHSD to market and implement this project to CalWORKs Employment Services staff.
7. Collaboratively work with lead SUSHD SAS staff person to coordinate needs, resolve problems, and facilitate the referral and eligibility of CalWORKs families.
8. Provide supportive case management services to eligible CalWORKs, Cal-Learn, or CalFresh Employment & Training customers. DSS case managers may also refer DSS customers to additional community resources to remove barriers to participation.
9. Facilitate and participate in joint problem solving with SUHSD to address CalWORKs customer needs.
10. Participate in regular semi-annual meetings, or more often as necessary, to coordinate the services needs of mutual customers, and make appropriate recommendations for suitable adjustments in the provision of services if needed.

## **V. GENERAL PROVISIONS**

### **A. INDEMNIFICATION**

**SUHSD** shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including

damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and loses occurring or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the SUHSD's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "SUHSD's performance" includes SUHSD's action or inaction, and the action or inaction of SUHSD's officers, employees, agents and subcontractors.

## B. INSURANCE PROVISIONS

**Insurance Coverage Requirements:** Without limiting **SUHSD's** duty to indemnify, SUHSD shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial **General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Comprehensive **Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

**Worker's Compensation Insurance:** If **SUHSD** employs others in the performance of this Agreement, **SUHSD** shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

### **Professional Liability Insurance:**

*Instructions: Check YES or NO. Professional Liability Insurance is usually required for contractors rendering professional services such as, but not limited to, medical services, legal services, engineering, accounting, and software design.*

**YES, Professional Liability Insurance is required, pursuant to the following terms:**

CONTRACTOR shall maintain in effect throughout the term of this Agreement Professional Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) per claim, and \$2,000,000 (two million dollars) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If Professional Liability Insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with

the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

**NO**, Professional Liability Insurance is not required.

**General Insurance Requirements:** All insurance required by this Agreement shall be with a company acceptable to COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date **SUHSD** completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Automobile Liability policies shall provide an endorsement naming the COUNTY of Monterey, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the SUHSD'S insurance.

Prior to the execution of this Agreement by COUNTY, the SUHSD shall file Certificates of Insurance with COUNTY'S Contract Administrator, showing that the SUHSD has in effect the insurance required by this Agreement. The SUHSD shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event the SUHSD is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by the SUHSD to COUNTY'S Contract Administrator prior to the execution of this Agreement.

**Cancellation of Insurance:** Each liability policy shall provide that COUNTY will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. SUHSD shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

### **C. CONFIDENTIALITY AND RECORDS**

**Confidentiality:** SUHSD and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable

provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by SUHSD from access to any such records, and from contact with its clients and complainants, shall be used by SUHSD only in connection with its conduct of the program under this contract. COUNTY, through the Director of the Department of Social Services, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

**Maintenance and Availability of Records:** SUHSD shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

**Retention of Records:** SUHSD shall maintain and preserve all records related to this M.O.U. (and shall assure the maintenance of such records in the possession of any third-party performing work related to this M.O.U.) for a period of five (5) years from the date of final payment under this contract. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this contract is resolved.

#### **D. TERM**

This agreement shall commence effective August 1, 2022, and remain in full force and effect through June 30, 2023, unless sooner terminated as provided herein. Either party may terminate this agreement by giving sixty (60) days' written notice to the other party. This agreement is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all parties.

#### **E. FISCAL**

SUHSD agrees to provide full fiscal responsibility for the provision of a certificated bi-cultural, bi-literate Adult School Teacher as well as any and all instructional materials and supplies required for instruction of ESL, HSE, and Citizenship classes at the Salinas One-Stop Community Center located at 730 La Guardia Street, Salinas, CA 93905. The COUNTY is allowing SUSHD to utilize Room 122 at no cost to provide instructional services for free in HSE, ESL and Citizenship classes to the community and CalWORKs customers.

#### **VI. NOTICE**

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:



Lori A. Medina  
Director  
Monterey County Department of Social Services  
1000 South Main Street, Suite 301  
Salinas, CA 93901-2353


Burr Guthrie  
Director Adult School  
Salinas Union High School District  
431 West Alisal Street  
Salinas, CA 93901

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

BY \_\_\_\_\_  
Lori A. Medina Date \_\_\_\_\_  
Monterey County Department of Social Services

BY \_\_\_\_\_  
Dan Burns, Superintendent Date \_\_\_\_\_  
Salinas Union High School  
District

APPROVED AS TO FORM:

DocuSigned by:  


7/7/2022 | 4:26 PM PDT

\_\_\_\_\_  
Monterey County Deputy County Counsel Date \_\_\_\_\_