

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

The Clark County School District (District) proposes to enter into a Memorandum of Agreement (Agreement) with the Anti-Defamation League, Nevada Regional Office to design, offer, and manage a comprehensive, anti-bias professional learning for students and staff. This serves as a request for approval to enter into an Agreement. The anticipated project period is from August 12, 2022, through May 30, 2025, in a total amount of \$75,000.00.

The program will provide comprehensive anti-bias professional learning for students and staff. Participants will learn to recognize bias and the harm it inflicts on individuals and society; improve intercultural engagement; and combat racism, antisemitism, prejudice, and bigotry. The Anti-Defamation League, Nevada Regional Office on Extremism tracks antisemitic acts and other forms of discrimination.

The Anti-Defamation League, Nevada Regional Office will receive pay in accordance with the terms set forth in Attachment A which shall be incorporated by reference for the entire three-year term of this Agreement.

The Agreement has been reviewed by the Office of the General Counsel and has been approved as to form.

Funding is requested for professional learning service fees.

Should the Board of School Trustees not authorize this request, students and staff will not benefit from these services.

Discussion and possible action on authorization to approve the Memorandum of Agreement between the Clark County School District and the Anti-Defamation League, Nevada Regional Office to design, offer, and manage a comprehensive, anti-bias professional learning for students and educators, with the inclusion for termination by either parties by written notice, effective August 12, 2022, through May 30, 2025, in a total amount of \$75,000.00, to be paid from Federal Projects, Fund 0280, and for the Superintendent of Schools, Clark County School District, and President and Clerk, Clark County School District Board of Trustees, to sign the Memorandum of Agreement, with no impact to the general fund, is recommended.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

Proposed Budget

Anticipated Project Period: August 12, 2022, through May 30, 2025

Professional Learning Service Fees	\$75,000.00
Project Total	\$75,000.00

Budget Narrative

<u>Professional Learning Service Fees</u>	\$75,000.00
Funds will be used for service fees for three years.	
Project Total	\$75,000.00

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

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THE ANTI-DEFAMATION LEAGUE, NEVADA REGIONAL OFFICE

This Memorandum of Agreement (Agreement) is entered into by the Clark County School District (District) and Anti-Defamation League, Nevada Regional Office (Entity), a political subdivision of the State of Nevada, collectively referred to hereafter as a "Party" or the "Parties."

WHEREAS, Entity in collaboration with the District shall design, offer, and manage a professional, comprehensive anti-bias training program for elementary, middle, and high school students, as support for professionals, educators, and administrators in the District;

WHEREAS, the District operates kindergarten through twelfth grade educational facilities and related support and administrative offices and is willing to provide access to the necessary facilities and opportunities for the Entity's comprehensive anti-bias professional learning program for elementary, middle, and high school students, and training for professionals, educators, and administrators in the District; and,

WHEREAS, the Parties have agreed to the terms of this Agreement to define the Parties' duties and to consolidate the terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

RECITALS

I. TERMS

A. Entity shall:

1. Provide the selected District schools a student-centered and guided framework to build inclusive and safe communities through the No Place for Hate® program. No Place for Hate® supports the Cultural Transformation Process professional learning for Tier 1, Tier 2, and Tier 3 schools.
2. Be available to provide a minimum of three schools-based professional learning services based on requests and demand. The Anti-Defamation League, Nevada Regional Office will receive pay in accord with the terms set forth in "Attachment A" which shall be attached and incorporated by reference. Total pay shall not exceed \$3,000.00 per day, and not to exceed an annual amount of \$25,000.00 per year, and not to exceed \$75,000.00 for the entire three-year term of this Agreement.
3. Provide a detailed structure of the research-based program, A World of Difference® for the development of the necessary knowledge and skills to support students in becoming leaders in system-level efforts to create respectful, inclusive school cultures and communities. A World of Difference® supports the Cultural Transformation Process professional learning for Tier 1, Tier 2, and Tier 3 schools.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

4. Support Tier 1, 2, and 3 schools included in the Cultural Transformation Process with professional learning support. Tier 1, 2, and 3 supports are offered to all schools as determined by the results of the **Culturally Inclusive School Analysis (CISA)**. The Entity's programming is designed to support the Cultural Transformation Process to provide support to all schools identified by the CISA.

5. Comply with District Policies and Regulations to increase awareness and understanding of **diversity**; including, without limitation, **race**, ethnicity, geographic origin, residency status, language, socioeconomic status, sex, **gender identity or expression**, **sexual orientation**, religion, spirituality, age, physical appearance and disability. Policies and regulations include:
 - a. Policy 5137, Safe and Respectful Learning Environment: Bullying and Cyberbullying;
 - b. Policy 5138, Addressing the Rights and Needs of Students with Diverse Gender Identities or Expressions;
 - c. Policy 6113.4, Cultural and Ethnic Recognition; and
 - d. Regulation 6124.2, Controversial Issues.

6. Include and adhere to the following objectives:
 - a. Work towards creating a respectful, inclusive and safe learning environment and school community;
 - b. Work towards building an understanding of the value and benefits of diversity;
 - c. Work towards improving intergroup relations;
 - d. Work towards reducing racism, stereotypes, prejudices, biases, and all forms of bigotry;
 - e. Encourage personal responsibility in the promotion of justice and equity among all subgroups; and
 - f. Adhere to the Nevada Standards for Professional Development:
 - 1) Establish learning communities: professional training that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

- 2) Impart leadership skills: professional training that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create systems for professional learning.
- 3) Proper allocation of resources: professional training that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.
- 4) Data driven action: professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
- 5) Integrate learning designs: professional training that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.
- 6) Implementation for change: professional training that increases educator effectiveness and results for all students; applies research on change; and sustains support for implementation of professional learning for long-term change.
- 7) Standard based outcomes: professional training that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.
- 8) Increased equity: professional training that increases educator effectiveness and results for all students focuses on equitable access, opportunities and outcomes with an emphasis on achievement and opportunity disparities between student groups.
- 9) Cultural competency: professional training that increases educator effectiveness and results for all students facilitates educator's self-examination of their awareness, knowledge, skills, and actions that pertain to culture and how they can develop culturally-responsive strategies to enrich educational experiences for all students.

II. ASSIGNMENT AND SUBCONTRACTING

- A. Neither Party may assign, transfer, nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- B. No work may be subcontracted without the prior written approval of District.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

III. BACKGROUND CHECKS

- A. Entity and Entity's staff shall comply with all District procedures and Nevada Revised Statutes (NRS) 391.104 regarding background checks and fingerprinting pursuant to District's Human Resources Department policies and procedures. The Entity shall be responsible for the \$60.00 fee. Neither Entity, Entity's employee, volunteer, nor agent may be placed at a District property (Site) until the background check process is complete and the person is authorized by District to be placed at a Site.

IV. CHOICE OF LAW AND VENUE

- A. This Agreement shall be construed and interpreted according to the laws of Nevada and when applicable, of Clark County in the State of Nevada. The jurisdiction and venue of any action related to this Agreement shall be Clark County, Nevada.

V. COMPLIANCE WITH DISTRICT REGULATIONS

- A. Entity is required to adhere to all District rules, Policies, Regulations, and procedures for implementing this Agreement and during the Entity's professional training.
- B. All District rules, Policies, Regulations, and procedures are hereby incorporated by reference.
- C. District Policies and Regulations may be viewed at ccsd.net.
- D. Parties agree that some District procedures may be a matter of past practices and are not in a written format.

VI. CONFLICT

- A. In the event of a conflict of terms between this Agreement and the Exhibit(s) attached, the terms of this Agreement shall prevail.

VII. DISPUTES

- A. The Parties agree that in the event of a dispute, each Party will follow the chain of command to resolve the issue(s). First, both Parties will establish an informal meeting to discuss the alleged concern with the Director of the Equity and Diversity Education Department. Second, if both Parties are unable to resolve the concern at the Director level, both Parties will take the concern to the Assistant Superintendent of the Equity and Diversity Education Department. Third, if both Parties are unable to resolve the concern, at the Assistant Superintendent level, both Parties will take the concern to the College, Career, Equity, and School Choice Unit Officer.
- B. The Parties agree that in the event of a dispute, each Party will bear its own cost of litigation and legal fees and/or arbitration fees, and that no consequential damages may be awarded.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

- C. Any and all liability assessed against District is subject to limits set forth in NRS Chapter 41 and all other applicable laws.

VIII. DISTRICT SHALL

- A. Oversee the Entity's professional training offered for District students, support professionals, educators, and administrators under the supervision of the Equity and Diversity Education Department.

IX. ENTIRE AGREEMENT

- A. These terms constitute the entire agreement between the Parties.
- B. All of the responsibilities of the Parties are set forth as expressed in this Agreement and the Exhibit(s).
- C. Verbal agreements or changes will not be honored.

X. FORCE MAJEURE

- A. Neither Party shall be liable for failure or delay in the performance of this Agreement due in whole or in part to an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, civil commotion, sabotage, fire, flood, explosion, an act of government, unforeseen shortage or unavailability of materials, or any other causes which are not within the Party's reasonable control.
- B. During any period in which Entity experiences an inability to perform, District may acquire services from others, without incurring liability to Entity.
- C. Obligations under this Agreement should resume as soon as possible should the impediment to performance resolve.

XI. INDEMNIFICATION

- A. Entity agrees that it will protect, defend, indemnify and hold District harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, criminal acts, property damage, civil penalties or fines proximately caused in whole or in part by the acts or omissions of Entity and/or Entity's employees, agents, or volunteers conducting activities under this Agreement.
- B. District, limited in accordance with NRS 41.0305 through 41.039, agrees to indemnify and hold harmless Entity, its directors, officers, employees or agents from any and all claims, liabilities, and causes of action directly attributable to the gross misconduct of District or Districts employees acting within the scope of employment in the performance of this Agreement.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

XII. INSURANCE

- A. Entity will obtain, maintain in full force and effect and provide certificates to District throughout the term of this Agreement, evidencing the following insurance coverage:
1. Provider shall maintain in full force and effect, a policy of commercial general liability insurance, including but not limited to, contractual indemnity coverage in the combined single limit amount of not less than \$1,000,000.00 for each occurrence. The aforesaid policy shall be in the form and content issued by a carrier with a current A.M. Best Company rating of at least A VII and shall be written as a primary policy and not contributing with or in excess of the coverage, which the customer may carry. Entity's general liability policy must cover liability for sexual abuse, molestation, and corporal punishment and must cover the acts or omissions of Entity, Entity's employees, agents, or volunteers. The general liability insurance shall name District as an additional insured. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.
 2. Professional Errors and Omissions/Malpractice Liability in an amount no less than \$1,000,000.00 each claim, \$3,000,000.00 aggregate, covering the Entity, Entity's employees, agents, or volunteers.
 3. Statutory Workers Compensation/Employer's Liability Insurance in compliance with Nevada Revised Statutes chapters 616A to 6160. Entity's liability coverage shall be in the amount of not less than \$1,000,000.00, and include a waiver of subrogation in favor of District, the District's Board of School Trustees, and their successors or assigns, officers, and employees. In the alternative, if Entity decides not to obtain an insurance policy covering workers compensation claims of Entity's employees, agents, and volunteers, Entity agrees to indemnify District for any losses or claims based on work injuries or workers compensation claims filed by Entity's employees, agents, and volunteers.
 4. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to District, and failure to deliver said insurance certificate or Entity's failure to request delivery shall in no way be construed as a waiver of Entity's obligation to provide the insurance coverages specified.

XIII. NON-ENDORSEMENT

- A. District is neither endorsing nor suggesting that Entity's program, educational opportunities or service is the best or only solution.
- B. Entity agrees to make no reference to District in any promotional literature, promotional material brochures, sales representations, or the like, without the express written consent of District.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

XIV. NOTICE

- A. In the event of any inappropriate action by Entity, District shall notify Entity and take appropriate action.
- B. Notice shall be provided to the Assistant Superintendent and Director of Equity and Diversity Education Department, and the Regional Director of Anti-Defamation League, Nevada Regional Office.

XV. RELATIONSHIP

- A. The Parties agree that Entity and Entity employees, agents, and volunteers are not a District employee.
- B. There shall be no:
 - 1. Withholding of income taxes by District for Entity or Entity's employees, agents, and volunteers.
 - 2. Industrial insurance coverage for Entity's employees, agents, and volunteers.
 - 3. Participation by Entity or Entity's employees, agents, or volunteers in group insurance plans which may be available to employees of District.
 - 4. Participations or contributions by either Entity or District to the Public Employees' Retirement System on behalf of Entity, Entity's employees, agents, or volunteers.
 - 5. Accumulation of vacation leave or sick leave, workers compensation nor unemployment compensation coverage on behalf of Entity's student(s) provided by District.
 - 6. This Agreement does not constitute a partnership, joint venture, co-op, or other legal business relationship, other than being a Party to this Agreement between Entity and District.

XVI. SEVERABILITY

- A. It is mutually agreed that all of the terms, covenants, provisions and agreements contained herein are severable and that, in the event any of them shall be held to be invalid by a competent court or arbitrator, this Agreement shall be interpreted as if such invalid term, covenant, provision or agreement were not contained herein.

XVII. SURVIVAL

- A. Any terms that by their nature survive termination or expiration of this Agreement, will survive.

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

XVIII. TERM

- A. The term of this Agreement shall commence upon the last date that the last required signature was placed on the document.
- B. The total term of the obligations contemplated under this Agreement shall be restricted to a period of three years unless terminated earlier by one of the Parties.
- C. Any previous agreements, Agreements, or arrangements are superseded.

XIX. RENEWAL AND TERMINATION

- A. The Parties agree that District may immediately terminate this Agreement based on the following:
 - 1. Allegations of misconduct.
 - 2. The failure of Entity's staff to continuously meet the professional training or other requirements, qualifications, and/or standards of District.
 - 3. Failure of Entity or Entity's facilitators to adhere to the rules, Policies, Regulations or procedures of District.
 - 4. Breach of the terms of this Agreement.
 - 5. Failure of District to secure funding for a site, position, or program necessary for this Agreement.
- B. Either Party may terminate this Agreement, for its own convenience, with no liability, and at its sole discretion, with written notice to the other Party.
- C. Upon receipt of a written notice, the Entity shall immediately cease all work, preserve and prepare the partially completed work to be turned over to the District along with the Entity's final billing. The District shall be liable for charges for work that was performed prior to receipt of the termination notice. No allowance will be permitted for anticipated profits.
- D. Entity reserves the right to refuse or discontinue the placement of Entity's facilitators if, at any time, the Entity's professional training does not meet the professional or educational requirements and standards of Entity.
 - 1. The District shall measure all professional learning with pre-surveys and post-surveys; and 85 percent of pre- and post-professional learning survey results shall reflect that participants found the professional training to be strong and beneficial.
 - 2. The District shall measure all professional learning through observations and ensuring

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

alignment with the Nevada Professional Learning Standards.

- E. District may withdraw or dismiss Entity's staff from the Entity's professional training, if District, in its sole discretion, determines that the staff's behavior is unsatisfactory, disruptive or detrimental to District.

XX. MODIFICATION

- A. This Agreement may be modified by the written mutual consent of authorized officials from the Anti-Defamation League, Nevada Regional Office and District, and approval from the Board of School Trustees.

XXI. TERM

- A. This Agreement shall be effective upon signature by the authorized officials from the Anti-Defamation League, Nevada Regional Office and District and the approval of the Board of School Trustees August 12, 2022, and shall run through May 30, 2025.

XXII. CANCELLATION

- A. The professional training session(s) may be canceled only if:
 - 1. A natural or public disaster should render the event site inaccessible so as to force cancellation of the event;
 - 2. District deems there will be insufficient attendance at least 30 business days prior to event date;
 - 3. Serious illness incapacitates any person material to the delivery of services under this Agreement; or
 - 4. The occurrence of a death in the speaker's family.
- B. Should District select to cancel the event or wish to void this Agreement for any reason (other than natural or public disaster) fewer than 30 business days prior to event dates, the District will:
 - 1. Reimburse the Entity 50 percent of Entity fee as stated in this Agreement as consideration for blocking event dates on Speaker's calendar; and
 - 2. Reimburse the Entity speaker any advance sums speaker may have expended for non-refundable transportation costs.
- C. In the event that Entity cancels an obligation set forth in this Agreement:

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

1. Entity will return to District the payment of any speaking fees made to the Entity or speaker by District prior to the event dates;
2. Entity will assist District in finding a comparable replacement speaker; and
3. District shall not owe Entity any fees for that booking unless Entity provides a replacement speaker to fulfill its obligations for the scheduled event.

XXIII. THIRD-PARTY RIGHTS

- A. There are no third-party beneficiary rights created by this Agreement.

XXIV. WAIVER

- A. No waiver or any breach of a part of this Agreement shall be held to be a waiver of rights regarding any other breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the Party alleged to have granted the waiver.

SIGNATURES ON THE NEXT PAGE

MEMORANDUM OF AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND THE ANTI-DEFAMATION LEAGUE
NEVADA REGIONAL OFFICE

IN WITNESS, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officials this _____ day of _____ 2022.

Clark County School District

Jesus F. Jara
Superintendent of Schools

Date

Irene A. Cepeda
President, Board of Trustees

Date

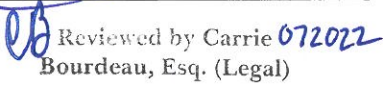
Lola Brooks
Clerk, Board of Trustees


Date

Approved as to form by:



Luke Puschnig
General Counsel


Reviewed by Carrie
Bourdeau, Esq. (Legal)



Date

Anti-Defamation League, Nevada Regional Office

Jolie Brislin
Nevada Regional Director

Date