Dual Enrollment Memorandum of Understanding
Siskiyou Joint Community College District

This Memorandum of Understanding ("MOU") is between Siskiyou Joint Community College District ("SJCCD"), which operates the College of the Siskiyous ("COS"), and _____ School District ("DISTRICT"). SJCCD and DISTRICT will collectively be referred to as "Parties," or individually as "Party." For identification purposes only this MOU is effective: _____.

RECITALS

WHEREAS, SJCCD is a community college district whose mission includes providing accessible, flexible, affordable, and innovative education within the DISTRICT;

WHEREAS, DISTRICT is a High School District located in _____ County;

WHEREAS, the Parties desire to collaborate and provide college credit, stand-alone courses, and dual enrollment courses ("Courses");

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and SJCCD;

WHEREAS, the Parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship regarding the subject Courses;

WHEREAS, this MOU contemplates that the Parties will enter into a related course agreement for the individual subject Courses, that each course agreement will fully incorporate the terms of this MOU, and that each course agreement will set out the necessary details specific to the subject Programs/Courses;

WHEREAS, the Parties intend for SJCCD to report full-time equivalent students (FTES) and obtain state apportionment for the subject Courses given through this MOU in accordance with California Code of Regulations, Title 5, sections 58050, 58051, and 58051.5;

WHEREAS, all Courses will be located within SJCCD's District boundaries unless agreed upon by other Community College Districts (in compliance with requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. concerning approval by adjoining high school or community college districts and use of non-district facilities);

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.

2. **Effective Date and Duration.** This MOU shall be effective on the date authorized representatives of both Parties sign it and continue in effect until _____, or until duly modified or terminated by the Parties.

3. **Early Termination.**

A. This MOU may be terminated by either Party with cause if another Party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the Party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

B. This MOU may be terminated without cause and for any reason by any Party. The Party desiring early termination without cause must provide written notice to the other Parties. Termination will be effective no sooner than the last day of the semester after actual receipt of the written notice.

The Parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. **Course Agreements.** The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future course agreements pertaining to the Courses unless expressly modified by a related course agreement. Related course agreements will typically address the instructor's name, class title and CRN, time, date, and other specifics related to each Course. Any inconsistency between the MOU and an express provision of a course agreement will be resolved in favor of this MOU.

5. **Certifications for State Apportionment Purposes**

A. DISTRICT and SJCCD shall adhere to the Title 5 and Education Code Provisions governing dual enrollment, specified in Sections 48800 and 48802 subdivisions (a) and (b). The referenced sections detailed below are taken directly from California Education Code:

> 48802. (a) For purposes of allowances and apportionments from Section B of the State School Fund, a community college shall be credited with additional units of average daily attendance attributable to the attendance of pupils at the community college as special part-time students pursuant to this article and as set forth in Section 76002.

(b) A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making this computation.

B. For purposes of the dual enrollment partnership, DISTRICT defines a "regular school day" as at least 50 minutes of instruction in high school credit only courses.

C. DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.

D. SJCCD certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.

E. DISTRICT and SJCCD shall adhere to the Title 5 and Education Code section 76002 provisions governing dual enrollment. The Board of Trustees of DISTRICT will pass a resolution during a regularly scheduled board meeting which will provide that the location where courses are being held under this MOU will be open to the public at all times when courses are in session. The resolution shall be in the form provided in Attachment A to this MOU. This resolution shall provide that the provisions of Penal Code 627.2 do not apply to the DISTRICT facilities where courses are being held during those times when courses are in session. The referenced sections detailed below are taken directly from California Education and California Penal Code:

California Education Code 76002 If the community college class is offered at a high school campus, the class shall not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

California Penal Code Section 627.2 No outsider shall enter or remain on school grounds during school hours without having registered with the principal or designee, except to proceed expeditiously to the office of the principal or designee for the purpose of registering. If signs posted in accordance with Section 627.6 restrict the entrance or route that outsiders may use to reach the office of the principal or designee, an outsider shall comply with such signs.

F. DISTRICT agrees and acknowledges that all courses held under the terms of this MOU must be open to the general public and if a community college class is offered during the regular school day, any member of the general public enrolled in the community college class shall have access to the campus equal to the high school students attending the high school. The high school may require non-high school enrollees to adhere to all campus policies.

CCAP courses may be closed to the public if courses are part of SJCCD and the DISTRICT's CCAP agreement and pathway.

> Per California Educational Code 76004, section O(1) A community college district may limit enrollment in a community college course solely to eligible high school pupils if the course is offered at a high school campus, either in person or using an online platform, during the regular schoolday and the community college course is offered pursuant to a CCAP partnership agreement.

G. DISTRICT will not pay SJCCD for the full costs of offering any course under this MOU. DISTRICT agrees and acknowledges that SJCCD will claim apportionment for the students enrolled in courses under this MOU.

H. DISTRICT shall adhere to Title 5 Education code, sections 5800. Pursuant to the California Code of Regulations Title 5 Sections 58000 (seq.) as referenced in SJCCD Administrative Procedure 5070 and the COS Catalog, in order claim apportionment (State funding) and qualify for a degree or transfer, a course a shall meet the minimum number of hours as specified in the Course Outline of Record. Excused absences shall be made up by the student in consultation with the instructor. Absences that exceed the number of times the class meets each week (generally 10%) may result in an instructor dropping the student from the course.

If the Instructor of Record for the course is unable to attend class, they shall notify the College of the Siskiyous Office of Academic Affairs at instruction@siskiyous.edu. If a substitute instructor who meets the minimum qualifications for the discipline is available, they may be assigned by SJCCD and COS to instruct that portion of the course missed by the Instructor of Record. If a substitute instructor is not available for the class meeting time, the missed class hours may be made up by outside-of-class assignments or an extension of the semester as coordinated with the College of the Siskiyous Office of Academic Affairs. Long term substitutions (those exceeding 10% of the instructional hours)

shall be coordinated with the College of the Siskiyous Office of Academic Affairs.

I. If the course instructor is an employee of DISTRICT, the DISTRICT can bill SJCCD an instructional fee of $30 per student who is active and enrolled at the time of census. DISTRICT must bill SJCCD by the end of the academic year.

6. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU

These provisions may not be voided, modified nor waived by a related course agreement unless otherwise expressly provided herein:

A. Responsibilities of Each Party. SJCCD policies and procedures apply and SJCCD and COS are responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to SJCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.

B. Enrollment Period. The enrollment period shall be determined by SJCCD and COS in accordance with its guidelines, policies, pertinent statutes, and regulations.

C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. SJCCD will determine the performance objectives for each of the Courses and the number of course hours necessary to meet the performance objectives. The performance objectives and corresponding course hours shall be specified in the related course agreement.

D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with SJCCD guidelines, policies, pertinent statutes, and regulations. All students will be under the immediate supervision of an employee of SJCCD. For purposes of this paragraph all DISTRICT employees who are teaching the courses shall be deemed to be employees of SJCCD for attendance accounting purposes.

E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with SJCCD guidelines, policies, pertinent statutes and regulations.

F. Right to Control and Direct Instructional Activities. SJCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are DISTRICT personnel.

G. Minimum Qualifications for Instructors Teaching Courses. Instructors who are DISTRICT personnel shall meet the minimum qualifications to provide instruction in a California community college. The minimum qualifications shall be consistent with the requirements in other similar courses offered by SJCCD and COS and shall be published or otherwise listed by SJCCD. All instructors shall meet the qualification requirements of Title 5 CCR sections 53410 and 58060.

H. Facilities. DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to SJCCD or students. DISTRICT agrees to clean, maintain, and safeguard DISTRICT's premises. DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. All courses will be held at facilities which are clearly identified as being open to the general public. Pursuant to the provisions of Penal Code Section 627.9 subdivision (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the District which will be used for courses under this MOU from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this MOU.

I. Equipment. DISTRICT will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. The Parties understand that such equipment and materials are DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment and materials to be used during each Course. DISTRICT understands that no equipment or materials fee may be charged to students except as provided for by SJCCD policies and practices. Students in a course who are not enrolled in DISTRICT shall be provided course materials, specialized equipment, and other necessary equipment as specified in SJCCD Policies and the applicable student handbook.

J. Enrollment. Enrollment shall be open to any person who has been admitted to SJCCD and COS and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by SJCCD. Applicants must meet the standards and prerequisites of the SJCDC.

SJCCD will provide the necessary admission forms and procedures and both SJCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

DISTRICT shall take primary responsibility for ensuring that each student completes the admissions procedure and course enrollment process. SJCCD will assist DISTRICT as necessary. A successful enrollment requires that each student has completed the CCC application and enrollment application/permissions, that the enrollment application/permissions has been delivered to and accepted by SJCCD and COS's Admissions and Records Office, that all enrollment and other applicable fees have been paid, and that the applicant has met all requirements, to include the standard SJCCD student liability and medical care coverage, if applicable.

K. Enrollment Fees. Pursuant to SJCCD Board Policy 5030 (Education Code Section 76300(f)) the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by SJCCCD.

L. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to SJCCD at a pre-determined time, or upon demand, and shall be maintained by SJCCD.

M. Ancillary Support Services for Students. Both SJCCD and DISTRICT shall ensure that students enrolled in the Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.

N. Courses Outside SJCCD Boundaries. For locations outside the geographical boundaries of SJCCD, SJCCD will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. concerning approval by adjoining high school or community college districts and use of non-district facilities.

7. **Liaison.** At no cost to the DISTRICT, SJCCD will provide the services of faculty members related to coordination of courses between SJCCD and DISTRICT. SJCCD will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the SJCCD's application procedures.

8. **Support Staff.** These provisions may not be voided, modified nor waived by a related course agreement unless otherwise expressly provided herein:

A. DISTRICT to Provide Support Services. Unless otherwise provided for in a related course agreement, DISTRICT may provide personnel to assist in activities related to providing Dual Enrollment opportunities.

B. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing these services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of SJCCD, specifically with regard to their duties pertaining to the Courses described in the related course agreements. SJCCD has the primary right to control and direct such activities.

9. Instructors. These provisions may not be voided, modified nor waived by a related course agreement unless otherwise expressly provided herein:

A. SJCCD to Select Instructors. SJCCD may select instructors from DISTRICT personnel nominated by the DISTRICT, or other sources. DISTRICT personnel will perform instructional duties on duty time. DISTRICT personnel selected to be instructors remain employees solely of the DISTRICT, subject to the authority of the DISTRICT, but will also be subject to the authority of SJCCD, specifically with regard to their duties as instructors. SJCCD will exercise this authority in consultation with the DISTRICT.

B. District May Nominate Instructors. DISTRICT shall ensure that all instructor nominees are experienced, competent personnel who have the personal attributes necessary for providing instruction in the Courses. DISTRICT shall ensure that all instructor/staff nominees possess any Certificates or other training indicated that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060. District will provide SJCCD proof of compliance with this paragraph before the beginning of each semester or session. SJCCD reserves the right to verify and evaluate proof of compliance.

C. SJCCD Shall Determine Instructor Requirements. SJCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

D. DISTRICT is Responsible for its Own Personnel. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing their services will be employees solely of DISTRICT, subject to the authority of DISTRICT, but will also be subject to the direction of SJCCD, specifically with regard to their duties pertaining to the Courses described in the related course agreements. SJCCD has the primary right to control and direct such activities.

E. DISTRICT shall ensure that personnel comply with Education Code Sections 87408, 87408.6, and 88021 related to communicable diseases and Education Code Sections 87013 and 88024; Penal Code Sections 11102.2 and 11077.1related to fingerprinting.

F. Orientation Meeting. Instructors shall attend an orientation meeting if scheduled, and SJCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.

G. Instructor Agreement with SJCCD. All instructors who are DISTRICT employees must sign an agreement with SJCCD which states that SJCCD shall have the primary right of control over the instructor's activities while the instructor is teaching a course under the terms of this MOU.

H. No Other Assigned Duties. Instructors teaching courses under this MOU shall not have any other assigned duty while course instruction is taking place.

I. Cost of Instruction and Compensation. DISTRICT's personnel will perform these services on duty time. DISTRICT personnel performing their services will be employees solely of DISTRICT. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related course agreement.

11. Instruction. The instructional services provided by DISTRICT personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and course outlines and recommendations of experienced SJCCD instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of SJCCD.

12. Facilities. The Parties contemplate that primarily, the facilities of the DISTRICT will be utilized to carry out the goals of this MOU and any related course agreement, although from time to time SJCCD facilities may be utilized subject to mutual MOU by the Parties as expressed in a related course agreement. DISTRICT agrees to defend, hold harmless, and indemnify SJCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the DISTRICT's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies SJCCD may have under law or otherwise.

13. **Workers' Compensation.** DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective DISTRICT personnel made in connection with performing services and receiving instruction under this MOU or any related course agreement. DISTRICT agrees to hold harmless, indemnify, and defend SJCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by DISTRICT personnel connected with providing services under this MOU or any related course agreement. DISTRICT is not responsible for non-District personnel who may serve as instructors or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related course agreement.

14 **Indemnification.**

A. DISTRICT shall defend, hold harmless, and indemnify SJCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property arising from or connected with its provision of instruction pursuant to this MOU or any related course agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. SJCCD shall defend, hold harmless, and indemnify DISTRICT, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property arising from or connected with its performance of its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of SJCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify SJCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives for their sole negligence or willful misconduct; and SJCCD

shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives for their sole negligence or willful misconduct.

D. This indemnity shall survive termination of this MOU or any related course agreement and is in addition to any other rights or remedies that DISTRICT or SJCCD may have under law or otherwise.

E. These provisions may not be voided, modified nor waived by any related course agreement.

15. <u>Insurance Requirements</u>.

A. Each Party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

B. Each Party's policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party's coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this section concerning minimum insurance requirements shall reduce a Party's liability or obligations under the indemnification provisions of this MOU.

D. The Parties acknowledge that both Parties are permissibly self-insured under California law.

E. These provisions may not be voided, modified nor waived by a related course agreement.

16. **Discrimination and Harassment.** Each Party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

17. **Entire Agreement.** This MOU and any related course agreements constitute the entire agreement between the Parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No Party has been induced to enter into this MOU by, nor is any Party relying on, any representation or promise outside those expressly set forth in this MOU and any related course agreement.

18. **Amendment.** The provisions of this MOU may be modified only by mutual MOU of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

19. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

20. **Assignment.** Neither Party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other Party. Any purported assignment without written consent shall be void.

21. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the Parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any Party to this MOU, nor shall any provision give any third person any right to subrogation or action against any Party to this MOU.

22. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

23. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the

requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

24. **Authority to Enter Into MOU.** Each Party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.

25. **Status of the Parties.** Neither Party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other Party. DISTRICT shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related course agreement. DISTRICT shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related course agreement.

26. **Retention and Audit of Records.** DISTRICT shall maintain permanent records of student enrollment, attendance, grades and achievement for SJCCD students who enroll in the Courses. DISTRICT shall submit such records to SJCCD through the appropriate college, campus, or center periodically or upon demand. Each Party shall maintain records pertaining to this MOU and related course agreements as may be required by federal and state law. Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.

27. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Siskiyou County, California.

28. **Disputes.** SJCCD and DISTRICT recognize that, from time to time, disputes may arise between SJCCD employees or students and DISTRICT employees or students. When such disputes arise, SJCCD and DISTRICT shall act in good faith to resolve such disputes informally. Where informal resolution is not successful, or the Parties must address a formal inter-agency complaint, the Parties will utilize the following process to resolve the matter:

A. The Party receiving the complaint will timely notify the other and promptly provide the other Party with any written complaint received.

B. An Educational Administrator from each Party will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:

i. Whether SJCCD is required to investigate or report the complaint to the Chancellor of the California Community Colleges pursuant to Title 5 of the California Code of Regulations.

ii. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections regarding how the complaint is handled, pursuant to applicable state or federal laws or regulations, including but not limited to Title 5 of the California Code of Regulations and Title IX of the Education Amendments of 1972.

iii. If either Educational Administrator finds such rights to exist, they shall notify the other Educational Administrator, and SJCCD and DISTRICT shall cooperate as needed in carrying out these requirements, which may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.

C. Within a reasonable time of either Party receiving the complaint, the Parties will discuss the nature of the allegations to determine whether there an investigation is required. If the Parties agree that a formal investigation is required, the Parties will mutually agree upon the scope of the investigation, as well as the identity of the investigator, who may be an outside investigator, or qualified employee of SJCCD or DISTRICT. If the Parties agree to utilize one Party's employee as the investigator, the other Party may designate an employee to attend all witness interviews, if appropriate. If the Parties agree to utilize an outside investigator, the Parties agree to divide the costs of the investigation equally.

D. If, despite the good faith effort of the Parties, they are unable to agree on a process for investigating the complaint, the Party whose employee/student is the subject of the complaint will determine the process.

E. Each Party agrees to cooperate in any investigation initiated and make its employees available to the investigator.

F. All investigative interviews of any students or employees shall comply with any rights and protections afforded to such employees or students under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

G. The investigator must provide all investigative reports to both Parties setting forth findings as to the allegations and the basis for the findings.

H. The SJCCD and DISTRICT shall share all materials from the investigation.

I. Each Party shall have sole discretion to determine the disciplinary measures it will impose against its respective employees or students. Notwithstanding the foregoing, the other Party retains the right to have the subject of a sustained complaint removed from participating in the Courses or providing services under this CCAP Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first below written.

AGREED TO AND ACCEPTED: **Siskiyou Joint Community College District**	AGREED TO AND ACCEPTED: **INSERT NAME SCHOOL DISTRICT**
By:_____ Char Perlas, PhD MPA MS Superintendent/President 800 College Avenue Weed, CA 96094 (530) 938-5555	By:_____ Title:_____ Address:_____ _____ Telephone:_____
Date: _____	Date: _____