

**MEMORANDUM OF UNDERSTANDING
REGARDING DUAL ENROLLMENT
BETWEEN THE LOS RIOS COMMUNITY COLLEGE DISTRICT
AMERICAN RIVER COLLEGE
AND THE
NATOMAS UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is between the Los Rios Community College District and its respective colleges ("LRCCD"), and Natomas Unified School District ("DISTRICT"). For identification purposes only this MOU is dated 9-04-2020. Collectively LRCCD and NUSD shall be referred to as ("the Parties.")

RECITALS

WHEREAS, LRCCD is a multi-college District whose mission includes providing educational programs and services that are responsive to the needs of the students and communities within the DISTRICT

WHEREAS, DISTRICT is a Unified School District located in the County of Sacramento;

WHEREAS, the Parties desire to enter into a College and Career Access Pathways ("CCAP") Partnership to collaborate and provide college credit and courses pursuant to Assembly Bill 288;

WHEREAS, the purpose of this MOU is to offer and expand dual enrollment opportunities for students who may not already be college-bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;

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

WHEREAS, the Parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their relationship in regard to the CCAP program;

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

WHEREAS, the Parties intend for LRCCD to report full-time equivalent students ("FTES") and obtain state apportionment for the subject Courses given through this MOU in accordance with California Education Code, section 76004 and the appropriate portions of Title

V of the California Code of Regulations;

WHEREAS, this pilot dual enrollment agreement has been approved by the Board of DISTRICT on September 25, 2019 and the Board of LRCCD on July 11, 2018;

WHEREAS, all Courses will be held within LRCCD's District boundaries;

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 June 30, 2021, with an annual renewal through January 1, 2027, unless duly modified or terminated by the Parties.
3. **Early Termination.** 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 of this MOU. Termination will be effective no sooner than 15 calendar days after a written demand to comply or cure is provided and the party fails to comply or cure. This remedy is in addition to any other remedy which may be provided for by law.

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 party at least 45 days' prior to the end of a semester of its intent to terminate the Agreement. All classes currently in progress shall continue until the completion of the semester. Any students currently enrolled in LRCCD courses under this MOU shall be allowed to complete those courses prior to the termination of this MOU.

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 CAs unless expressly modified by a related CA. Related CAs will typically address the scope, nature, time, date, location, number of educational hours, LRCCD credits offered, number of students, and other specifics related to each Course. The terms of this MOU may be modified by individual CA as necessary, including eligibility requirements for students to enroll in a particular course or courses. Any inconsistency between the MOU and an express provision of a CA will be resolved in favor of this MOU.
5. **Required CCAP Terms.**
 - A. The total number of high school students to be served pursuant to this MOU will be 156 per fiscal year. (*Ed. Code § 76004(c)(1).*)
 - B. The total number of full time equivalent students projected to be claimed by LRCCD for apportionment under this MOU will be 15.15 FTES per fiscal year. (*Ed. Code § 76004(c)(1).*)

- C. The criteria to assess the ability of pupils to benefit from those courses is as follows:
School Principal recommendation, School Counselor recommendation, demonstrated maturity, and American River College Faculty recommendation.
(Ed. Code § 76004(c)(1).)
- D. The point of contact for LRCCD is Deputy Chancellor Jamey Nye and the American River College President, Thomas Greene. The point of contact for DISTRICT is Doug Orr, Associate Superintendent, School Leadership and Support.(Ed. Code § 76004(c)(2).)
- E. DISTRICT shall be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education if required and shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.(Ed. Code § 76004(m)(2).) Copies of documents provided to the county office of education shall be provided to the DISTRICT and LRCCD.
- F. All sharing of information between LRCCD and the DISTRICT shall be in compliance with federal and state laws, including the Federal Educational Rights and Privacy Act ("FERPA") and the California Education Code. Where exceptions to those laws allow LRCCD and the DISTRICT to share information without the consent of the students and/or parents/legal guardian(s), LRCCD and the DISTRICT will follow the requirements of FERPA and State law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party's control. Where there is no exception, sharing information will require a signed, dated release from the student explicitly authorizing the sharing of personally identifiable information about the student. (Ed. Code § 76004(c)(1).) Parent(s)/legal guardians shall have access to District-related student education records. For purposes of this MOU, LRCCD and DISTRICT shall not utilize Joint Use Facilities. Instruction shall occur on the campuses of either the DISTRICT or LRCCD. (Ed. Code § 76004(c)(1).)
- G. Parents or legal guardians shall be required to sign a form consenting to the enrollment of their pupils in community college courses offered by the LRCCD pursuant to this MOU. The consent form shall be submitted to and be maintained by LRCCD. A copy of the consent form shall be retained by the DISTRICT. Pursuant to LRCCD Policy and Regulation, LRCCD data concerning a student shall not be shared with parents without a signed, dated release from the student authorizing the sharing of that data, unless required by federal or state law.

6. Required CCAP Partnership Certifications.

- A. The Board of Trustees of LRCCD and DISTRICT will pass a resolution approving this MOU as required under Education Code section 76004. The resolution shall be in the form provided in Exhibit A to this MOU.
- B. All college course faculty will be employees of LRCCD.
- C. All LRCCD faculty teaching a course on a DISTRICT campus has not have been convicted of any sex offenses as defined in Education Code section 86010 or any

controlled substance offense as defined by Education Code section 87011. (*Ed. Code § 76004(h).*)

D. LRCCD faculty teaching a course at a DISTRICT campus will not displace or result in the termination of an existing DISTRICT teacher teaching the same course on that DISTRICT campus. (*Ed. Code § 76004(i).*)

E. A qualified DISTRICT teacher teaching a course offered for college credit at a DISTRICT high school campus will not displace or result in the termination of an existing LRCCD faculty member teaching the same course on a partnering LRCCD campus. (*Ed. Code § 76004(j).*)

F. Community college courses offered for college credit at the DISTRICT campus will not reduce access to the same courses offered at the LRCCD campus. (*Ed. Code § 76004(k)(1)*)

G. Any LRCCD community college course that is oversubscribed or has a waiting list at LRCCD will not be offered pursuant to this MOU. (*Ed. Code § 76004(k)(2).*)

H. Participation in the CCAP partnership is consistent with the core mission of the community colleges pursuant to Education Code, section 66010.4. (*Ed. Code § 76004(k)(3).*)

I. High school students participating in the CCAP partnership will not lead to enrollment displacement of otherwise eligible adults at LRCCD colleges. (*Ed. Code § 76004(k)(3).*)

J. Both LRCCD and DISTRICT will comply with local bargaining requirements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an AB 288 CCAP Partnership Agreement courses offered for high school credit. (*Ed. Code § 76004(l).*)

K. Any remedial course taught by LRCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of the community college district pursuant to CCR, Title 5 Section 58058(b)) at a DISTRICT high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both based on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and that the delivery of these remedial courses shall involve a collaborative effort between the DISTRICT high school and LRCCD faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation. (*Ed. Code § 76004(n).*)

7. 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 CA unless otherwise expressly provided herein:

Responsibilities of the Parties

- A. LRCCD and DISTRICT policies and procedures apply. LRCCD in collaboration with the DISTRICT is responsible for the Courses. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to LRCCD, as well as any corresponding local policies, practices, and requirements of the DISTRICT.
- B. Enrollment Period. The enrollment period shall be determined by LRCCD in accordance with its guidelines, policies, pertinent statutes, and regulations. The District's calendar shall also be considered for purposes of the enrollment period.
- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. LRCCD will determine the student learning outcomes 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 CA.
- D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with LRCCD guidelines, Board Policies, Administrative Regulations, pertinent statutes, and regulations or as mutually agreed upon by the Parties. All students will be under the immediate supervision of an employee of LRCCD. For purposes of this paragraph all DISTRICT employees who are teaching the courses shall be deemed to be employees of LRCCD. For courses conducted on District campuses, the DISTRICT shall be responsible for all ADA and Individual Education Plan issues for its students; LRCCD shall be responsible for any academic accommodations deemed necessary through the LRCCD DSPS program.
- E. Withdrawal Prior to Completion of the Course. A student's withdrawal prior to completion of the Course shall be in accordance with LRCCD and the District guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. LRCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all faculty teaching those Courses, including those who are also DISTRICT personnel.
- G. Minimum Qualifications for Faculty Teaching Courses. All faculty that teach Courses shall meet the minimum qualifications to provide instruction in a California community college.
- H. Facilities. The Parties will provide adequate classroom space at their facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to either party or students. The Parties agree to clean, maintain, and safeguard their premises. The Parties warrant that their facilities are safe and compliant with all applicable building, fire, and safety codes.
- I. Equipment. DISTRICT and/or the Parties will furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for all DISTRICT students. It is understood that whichever Party supplies any equipment and materials such equipment and materials shall be the sole property of the Party.

The faculty shall determine the type, make, and model of all equipment and materials to be used during each Course. The Parties understand that no equipment or materials fee may be charged to District students enrolled in classes pursuant to this MOU.

- J. CCAP Enrollment. Enrollment shall be open to any DISTRICT pupil who has been admitted to LRCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by LRCCD.

Applicants must meet the standards and prerequisites of the LRCCD.

In coordination with the DISTRICT, LRCCD will be responsible for processing student applications. LRCCD will provide the necessary admission forms and procedures and both LRCCD and DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

In coordination with the DISTRICT, LRCCD will ensure that each student completes the admissions procedure, the course enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. DISTRICT will assist LRCCD, as necessary. A successful enrollment requires that each student has completed an enrollment application provided by LRCCD, completed the parental permission form, the application and parental permission form has been delivered to and accepted by LRCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard LRCCD student liability and medical care coverage, if applicable.

- K. Enrollment Fees. Pursuant to LRCCD Board Policy, Education Code sections 76300(f), and 76004, students enrolled in courses under this MOU shall be exempt from fees described in Education Code sections 76060.5 (student body fee), 76140 (nonresident tuition), 76223 (copies of records), 76300 (student fee), 76350 (apprenticeship fees), and 79121 (child development center fees). Students enrolled in these courses will pay all other applicable fees (i.e Universal Transit Fee, Student Representation Fee, Health Center Fee, etc.), as long as permissible under state and federal law.

- L. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to LRCCD periodically, or upon demand, and shall be maintained by LRCCD, copies of said documents shall also be maintained by the DISTRICT.

- M. Ancillary Support Services for Students. Both LRCCD 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.

8. Liaison. At no cost to the DISTRICT, LRCCD will provide the services of faculty members who will facilitate coordination and cooperation between LRCCD and DISTRICT. LRCCD 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 LRCCD's

application procedures.

9. Support Staff. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

A. DISTRICT to Provide Support Services. Unless otherwise provided for in a related CA, DISTRICT will provide personnel to perform the following services on its campus: clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.

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 LRCCD, specifically with regard to their duties pertaining to the Courses described in the related CAs. LRCCD has the primary right to control and direct Course activities.

10. Faculty. These provisions may not be voided, modified nor waived by a related CA unless otherwise expressly provided herein:

A. Selection and Employment of Faculty. With the input of the DISTRICT, LRCCD will select faculty pursuant to its own policies, regulations and the law. DISTRICT personnel selected to be faculty shall be employees solely of LRCCD during the time they teach LRCCD courses, but will also be subject to the authority of DISTRICT, specifically with regard to their duties as DISTRICT employees. The LRCCD faculty shall be subject to the LRCCD Collective Bargaining Agreement with the Los Rios College Federation of Teachers in effect at the time the course is offered. DISTRICT certificated staff shall be subject to the Collective Bargaining Agreement between the DISTRICT and the Natomas Teachers Association in effect at the time the course is offered.

B. Faculty. LRCCD shall ensure that all faculty are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the Courses. LRCCD shall ensure that all faculty possess all minimum qualifications, any certificates or other training requirements that may be required including, but not limited to the qualification requirements of Title 5 CCR 53410 and 58060.

C. LRCCD Shall Determine Faculty Requirements. LRCCD shall determine the number of faculty, the ratio of faculty to students, and the subject areas of instruction.

D.

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

11. Instruction. All lectures will conform to LRCCD approved curriculum and course outlines and recommendations of experienced LRCCD faculty. All courses must follow LRCCD's required hours of instruction and meet LRCCD's minimum enrollment requirements. Instructional presentations will incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment. Course instruction must also comply with DISTRICT policies and regulations.

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 CA, although from time to time LRCCD facilities may be utilized subject to the mutual MOU by the Parties as expressed in a related CA. The Parties agree to defend, hold harmless, and indemnify each other and their respective 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, faculty, or third party be injured as a result of or connected with the condition of the Parties' premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies LRCCD may have under law or otherwise.

13. Workers' Compensation. DISTRICT shall be the "primary employer" for all its personnel who perform services as 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 CA. DISTRICT agrees to hold harmless, indemnify, and defend LRCCD 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 CA. DISTRICT is not responsible for non-District personnel who may serve as faculty or students who are not affiliated with the DISTRICT. These provisions may not be voided, modified nor waived by a related CA.

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

14. Reporting Requirements. Annually, LRCCD and DISTRICT shall report all of the following information to the office of the Chancellor of the California Community

Colleges:

- A. The total number of high school pupils by school-site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college courses by course category and type and by school-site enrolled in by partnership participants.
- C. The total number and percentage of successful course completions, by course category and type and by school-site, of partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

15. Indemnification.

- A. DISTRICT shall defend, hold harmless, and indemnify LRCCD, 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, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related CA 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. LRCCD 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, from any cause whatsoever arising from or connected with 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 LRCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. DISTRICT shall have no obligation to defend, hold harmless, or indemnify LRCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and LRCCD shall have no obligation to defend, hold harmless, or indemnify DISTRICT, its governing board, officers,

administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

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

E. These provisions may not be voided, modified nor waived by any related CA. **16.**

Insurance Requirements.

A. During the entire term of this Agreement, each party shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy. Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.

2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

B. If the above liability coverage is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of any services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance

policies.

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 CA.

17. Discrimination and Harassment. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, gender, sexual orientation, sexual identity, religion, age (over forty), national origin, ancestry, disability, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.

18. Entire Agreement. This MOU and any related CAs 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 CA.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

- 24. 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.
- 25. 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.
- 26. 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 CA. 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 CA.
- 27.** LRCCD 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 CA. LRCCD 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 CA.
- 28. Retention and Audit of Records.** Each party shall maintain records pertaining to this MOU and related CAs 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.
- 29. 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 Sacramento County, California.

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

AGREED TO AND ACCEPTED:
LOS RIOS COMMUNITY COLLEGE
DISTRICT

By:

Jamey Nye, Ph.D.
Deputy Chancellor
1919 Spanos Court
Sacramento, CA 95825
(916) 568-3031

AGREED TO AND ACCEPTED:
NATOMAS UNIFIED SCHOOL DISTRICT

By:

Javetta Cleveland
Deputy Superintendent
1901 Arena Boulevard
Sacramento, CA 95834
(916) 567-5400