

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**RIO HONDO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SOUTH WHITTIER CITY SCHOOL DISTRICT**  
**FOR**  
***CONTINUING EDUCATION***

Rio Hondo Community College District ("COLLEGE DISTRICT") and South Whittier School District (hereinafter "DISTRICT") agree to the following Memorandum of Understanding ("MOU") regarding the operation of continuing education on DISTRICT campuses.

**WHEREAS**, the parties to this MOU desire to create a partnership to help adult students continue their journey of lifelong learning by attending continued education courses;

**WHEREAS**, this MOU will outline which partner will be responsible for key task to ensure student success.

**WHEREAS**, this MOU will sets forth each partner's mutual right and will govern their relationship regarding continued education.

**NOW, THEREFORE**, DISTRICT and COLLEGE DISTRICT each agree to the following terms in this MOU:

**1. ADMISSIONS AND REGISTRATION**

- 1.1 Admissions and registration shall be coordinated by Liaisons in section 4.1.
- 1.2 The COLLEGE DISTRICT will provide class text books for students who enroll in ESL classes.
- 1.3 Students shall have access to registration for all continued education courses scheduled, as approved by the DISTRICT and COLLEGE DISTRICT.
- 1.4 All continued education courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.

**2. COURSES**

- 2.1 COLLEGE DISTRICT courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus.
- 2.2 Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes within the COLLEGE DISTRICT.

### **3. FACULTY**

- 3.1 Continued Education faculty shall be employed by COLLEGE DISTRICT.
- 3.2 The COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits for faculty.
- 3.3 The COLLEGE DISTRICT shall have the primary right to control and direct the activities of faculty provided to the DISTRICT while providing instruction in continued education courses.
- 3.4 If necessary, substitute faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.
- 3.5 By signing the MOU, the COLLEGE DISTRICT, its faculty and staff affirm its duties and responsibilities to the Child Abuse and Neglect Reporting Act. COLLEGE faculty assigned to teach at DISTRICT must comply with California Education Code 87013 and must be free of any sex offense crimes under the California Penal Code definition and California Educational Code 87010 and 87405.

### **4. LIAISON**

- 4.1 The COLLEGE DISTRICT shall appoint an academic department administrator who will serve as a Liaison to the DISTRICT and who will coordinate all courses in consultation with the DISTRICT.
- 4.2 The DISTRICT will designate a Liaison to work directly with the COLLEGE DISTRICT'S Liaison to coordinate courses.
- 4.3 The COLLEGE DISTRICT shall provide assistance to students with enrollment questions and registration.

### **5. STUDENTS**

- 5.1 Non-credit grades earned by students enrolled in continued education courses will be posted on official COLLEGE DISTRICT transcripts.
- 5.2 Students enrolled in continued education courses will be eligible for student support services, which shall be available to them at the COLLEGE DISTRICT itself.
- 5.3 Students who withdraw from a continued education course will not receive any COLLEGE DISTRICT grade(s) for work completed.

### **6. EVALUATION**

6.1 The COLLEGE DISTRICT and the DISTRICT may conduct end-of-term student evaluations for each course offered in the DISTRICT in accordance with established guidelines.

6.2 Site visits by representatives of the COLLEGE DISTRICT shall be permitted by the DISTRICT to ensure courses offered in the DISTRICT meet the academic rigor as courses offered on the COLLEGE DISTRICT campus.

## **7. RECORDS**

7.1 Records of student attendance and achievement for all DISTRICT students who enroll in a continued education course shall be maintained by the DISTRICT and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

## **8. FACILITIES**

8.1 DISTRICT agrees to provide facilities suitable for instruction which includes:

- a) A computer-controlled projector and screen for electronic presentations and a whiteboard with markers.
- b) Clean, well-lighted and maintained classroom.
- c) The classroom will be unlocked and opened prior to class.
- d) Access to restroom for students and faculty.
- e) Emergency contact person on-site.

## **9. INDEMNIFICATION**

9.1 The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

9.2 The COLLEGE DISTRICT agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the DISTRICT, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE DISTRICT, its officers and employees.

## **10. NON-DISCRIMINATION**

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

## **11. TERM OF MOU**

11.1 The term of this MOU shall be July 15, 2021 to July 14, 2026.

## **12. TERMINATION OR CHANGES**

12.1 This MOU will become null and void at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this MOU shall be addressed to the proper Liaison listed in item 4.1 above.

12.2 Upon termination of this MOU, the DISTRICT shall develop a COLLEGE DISTRICT approved plan enabling students to complete the course they are enrolled in.

## **13. NOTICES**

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

DISTRICT:

South Whittier School District  
11200 Telechron Avenue,  
Whittier, CA 90605

COLLEGE DISTRICT:

Rio Hondo Community College District  
3600 Workman Mill Road  
Whittier, CA 90606

## **14. INTEGRATION**

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

## **15. MODIFICATION AND AMENDMENT**

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

## **16. GOVERNING LAWS**

16.1 This MOU shall be interpreted according to the laws of the State of California.

## **17. SEVERABILITY**

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

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

**RIO HONDO COMMUNITY  
COLLEGE DISTRICT**

**SOUTH WHITTIER SCHOOL DISTRICT**

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Stephen Kibui  
VP, Finance and Business

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Dr. Gary Gonzales  
Superintendent

RHC Board Date: July 14, 2021