

MEMORANDUM OF UNDERSTANDING

By and Between

MILPITAS UNIFIED SCHOOL DISTRICT

And

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

**REGARDING CLERY ACT AND TITLE IX COMPLIANCE AND
RELATED RESPONSIBILITIES AT THE SAN JOSE EVERGREEN
COMMUNITY COLLEGE EXTENSION**

RECITALS

WHEREAS, effective June 11, 2013, Milpitas Unified School District ("MUSD") and San Jose Evergreen Community College District ("SJECCD") entered into a Ground Lease and Joint Use Agreement, subsequently amended on one or more occasions (collectively, the "**Lease**") pursuant to which MUSD leased a portion of its undeveloped land ("the leased real property") to SJECCD for the purpose of constructing a San Jose Evergreen Community College Extension ("Extension") to be jointly used by the parties and their students;

WHEREAS, the Lease requires the Parties to meet on a regular basis and work collaboratively to make recommendations regarding the use and operation of the Extension; and

WHEREAS, the parties have met and conferred regarding application of Clery Act and Title IX laws, policies and procedures at the Extension, and related responsibilities toward students and employees, and based thereon see the need to enter a Memorandum of Understanding which states their agreements concerning implementation of those laws, policies, procedures and responsibilities at the Extension,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose.** The purpose of this Memorandum of Understanding ("MOU") is to jointly implement the parties' respective obligations under Title IX as well as SJECCD's obligations under the Clery Act and related responsibilities toward students and employees at the Extension.

2. **Reliance on Each Party's Existing Policies and Procedures.** Each party hereto has already adopted governing board policies and administrative procedures or regulations designed to implement its own obligations under Title IX. Each party shall designate an onsite administrator to act as Title IX compliance officer with respect to its Title IX obligations at the Extension. The title and link web address link to each of MUSD's Title IX policies and procedures, and related policies and procedures concerning the protection of students and employees, are attached hereto as Exhibit 1. The title and web address link of each of SJECCD's Title IX and Clery Act policies and procedures/reports, and related policies and procedures regarding protection of students and employees, are attached hereto as Exhibit 2. The parties agree that the policies and procedures in Exhibits 1 and 2 shall apply according to the following model:

(a) **Clery Act Obligations.** The parties agree that Clery Act reporting and disclosure obligations apply only to post secondary educational institutions. Thus, subject to the proviso noted below, the Extension shall be treated as a separate education campus or center of SJECCD for Clery Act purposes, and Clery Act reporting and/or disclosures shall be the responsibility of those officials at SJECCD who have that responsibility pertaining to the City College and Evergreen College campuses. Provided, however, the parties agree that MUSD shall have and be

under an affirmative obligation to provide any reportable information concerning covered incidents occurring or arising at the Extension to the Chief of Police of SJECCD. Moreover, each party shall comply with all other applicable reporting requirements.

(b) Title IX And Other Complaint Obligations. (1) MUSD employees working at the Extension, and MUSD students enrolled in classes at the extension, who express a Title IX related or other complaint about other MUSD employees or students shall be covered by MUSD policies and procedures which are set out in Exhibit 1. SJECCD employees working at the Extension, and SJECCD students participating in classes or other activities at the Extension, who express a Title IX related or other complaint about other SJECCD employees or students shall be covered by SJECCD policies and procedures which are set out in Exhibit 2. Such complaints, including appeals and reports to outside agencies, shall be resolved in the manner described in the applicable policies and procedures.

(2) Employees of MUSD who are contacted by employees or students of SJECCD about Title IX related and other complaints against other employees or students of SJECCD, shall verbally inform the complainant that she/he should direct her/his complaint to any available administrator of SJECCD and should access the Title IX policies and procedures of SJECCD which are available online; and shall also themselves by email report such verbal complaints to the SJECCD lead administrator at the Extension. Employees of SJECCD who are contacted by employees or students of MUSD about Title IX related and other complaints against other employees or students of MUSD, shall verbally inform the complainant that she/he should direct her/his complaint to any available administrator of MUSD and should access the Title IX policies and procedures of MUSD which are available online; and shall also themselves by email report such verbal complaints to the MUSD lead administrator at the Extension.

(3) Where an SJECCD employee or student asserts a Title IX related or other complaint against an MUSD employee or student, the MUSD policies and procedures in Exhibit 1 shall apply, and MUSD shall afford the complainant all of the rights of a MUSD employee or student who makes such a complaint. Where an MUSD employee or student asserts a Title IX related or other complaint against an SJECCD employee or student, the SJECCD policies and procedures in Exhibit 2 shall apply, and SJECCD shall afford the complainant all of the rights of a SJECCD employee or student who makes such a complaint.

(4) Where one party's employee or student ("complainant") asserts a Title IX related or other complaint against both her own employer or school and an employee or student of the other party, the employer or school of the complainant shall notify the other district of the complaint against the other district's employee or student, but then apply its own applicable policies and procedures to resolve the complaint. In such cases the other district shall take those steps which its own policies and procedures require, as to its own employees and/or students.

(5) Where a student or employee complaint triggers application of any of the foregoing processes, each party hereto shall cooperate with the other's investigation and the other's

determination and appeal process, consistent with its own bargaining agreement, due process and privacy obligations, and student behavior and discipline policies.

3. Dual Enrollment. For dual enrollment courses all students shall be considered students of and subject to the applicable policies and procedures of the SJECCD.

4. Term. This MOU shall remain in effect for two (2) years following the commencement of operations at the Extension, or until it is earlier rescinded or amended by the parties.

5. Reservation of Parties' Rights Under Lease. All other terms and conditions of the Lease shall remain in effect.

[Signatures on following page]

Dated: _____

Milpitas Unified School District

By: _____

Name: [Type Name Here]

Title: Superintendent

Dated: _____

San Jose Evergreen Community College District

By: _____

Name: _____

Title: Chancellor