

**MEMORANDUM OF UNDERSTANDING
ADULT LITERACY PROGRAM AT AMERICAN RIVER COLLEGE**

This Memorandum of Understanding (“MOU”) is made and entered into this 26th day of February, 2013, between the Sacramento Public Library Authority (“SPLA”), a California joint powers authority, and Los Rios Community College District (“LRCCD”), a California public school district. SPLA and LRCCD may be referred to collectively as “Parties” or in the singular as “Party” as the context requires.

RECITALS

WHEREAS, SPLA operates an Adult Literacy Program that provides one-to-one tutoring for adults in basic reading and writing;

WHEREAS, LRCCD owns and operates the American River College (“ARC”), located at 4700 College Oak Drive, Sacramento, CA 95841, a community college open for any students who wish to enroll in classes regardless of educational level;

WHEREAS, ARC has implemented a tutoring program called STEP UP for student enrolled at the ARC campus who do not meet the qualifying score on the English placement exam in order to enroll in the entry level reading and writing courses necessary to succeed in pre-requisite courses leading to a certificate or AA/AS degree;

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

1. Purpose:

The purpose of this MOU is to set forth the rights and responsibilities of the parties in providing tutorial services to students selected for the STEP UP tutoring program at ARC.

2. Description of Program Services

SPLA will provide volunteers to serve as one-to-one reading and writing tutors for students selected for the STEP UP program at the ARC campus. These tutors will meet at least once weekly for approximately two hours to provide remedial tutoring for students selected for the STEP UP program at the ARC campus. Tutoring will take place at the Learning Resource Center at the ARC campus or at a branch library.

3. Term:

This MOU shall become effective upon the signatures of both parties and shall remain in effect unless terminated pursuant to Section 7 below. Existing labor contracts will be honored in the execution of these services. It is not the intent to supplant work that would belong to a bargaining unit member.

4. Responsibilities:

SPLA will:

1. Recruit and train volunteer tutors in using the Voyager and Endeavor curriculum and materials.
2. Pay for the purchase cost of 50% of required student and instructor workbooks, not to exceed a total cost of \$750.00.
3. Meet with the STEP UP Program Coordinator as needed to place tutors and assess tutor and student progress.

LRCCD will:

1. Meet with the Library Adult Literacy Coordinator as needed to place tutors and assess tutor and student progress.
2. Conduct student placements and periodic progress reviews.
3. Provide free parking permits for adult literacy tutors to park in student parking areas on campus.
4. Pay for the purchase cost of 50% of required student and instructor workbooks, not to exceed a total cost of \$750.00.
5. Provide work stations located in the Learning Resource Center at ARC for the tutoring sessions held weekly.

5. Amendments:

Amendments to the MOU shall be in writing and executed by both parties.

6. Indemnification

SPLA agrees to indemnify, defend and hold harmless LRCCD, its board of trustees, members, officers, agents and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of SPLA, its officers, agents, or employees in connection with the performance of its obligations under this MOU. Volunteer tutors shall not, under any circumstances, be construed to be agents, officers or employees of SPLA for purposes of this MOU.

LRCCD agrees to indemnify, defend and hold harmless SPLA, officers, volunteers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature including court costs and attorney fees arising out of or resulting from the negligence of LRCCD, its board of trustees, members, officers, agents and employees in connection with the performance of its obligations under this MOU.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any obligations, losses, damages, expenses and liability costs, including attorney's fees, attributable to that party's negligence or fault.

The parties agree that in the event of loss due to a claim arising out of any negligence, omission, or failure to act when under a duty by any of their agents, officers, or employees, against their respective workers' compensation, general liability, and/or auto liability policies, each party shall look solely to its own insurance for recovery.

It is understood that this section shall survive the termination of the Agreement.

7. Termination:

Either party may terminate this MOU with or without cause within sixty (60) days written notification to the other Party.

8. Waiver:

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this MOU shall not be deemed a waiver with respect to any subsequent default or other matter.

9. Entire Agreement:

This MOU constitutes the entire agreement between the parties concerning the subject matter hereof.

Signed:

Jon Sharpe, Interim Chancellor
American River College

Rivkah Sass, Library Director
Sacramento Public Library Authority

Date

Date