MEMORANDUM OF UNDERSTANDING **BETWEEN** RIO HONDO COMMUNITY COLLEGE

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

CONCURRENT /DUAL ENROLLMENT PROGRAM

Rio Hondo Community College ("COLLEGE") and Hacienda la Puente Unified School District (hereinafter "DISTRICT") agree to the following Memorandum of Understanding ("MOU") regarding the operation of concurrent/dual enrollment on DISTRICT campuses.

WHEREAS, the parties to this MOU desire to provide educational enrichment opportunities and seamless pathway from high school to college to help high school students start earning college credit while still enrolled in high school:

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 concurrent/dual enrollment.

NOW, THEREFORE, DISTRICT and COLLEGE 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.
- The DISTRICT will decide how students will acquire the class text books and materials for 1.2 students who enroll in a concurrent/dual enrollment course.
- DISTRICT students shall have access to registration for all concurrent/dual enrollment courses 1.3 scheduled, as approved by the DISTRICT and COLLEGE.
- All concurrent/dual enrollment courses shall meet the enrollment requirements as set forth by 1.4 the COLLEGE.
- The DISTRICT will submit a Designee letter to COLLEGE designating administrators who are 1.5 authorized to sign a student's enrollment form as needed.
- DISTRICT will determine which student will benefit from advance scholastic or Career 1.6 technical work by signing student's enrollment form recommending student for college level coursework. All enrollment forms must also be signed by student's parent and/or guardian.

2. COURSES

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

3. FACULTY

- 3.1 Concurrent/dual enrollment faculty shall be employed by the COLLEGE.
- 3.2 The COLLEGE shall be solely responsible for all salaries, wages, and benefits for faculty.
- Faculty recommended by the DISTRICT shall meet the minimum qualifications established by the COLLEGE. The COLLEGE shall have the primary right to control and direct the activities of faculty provided by the DISTRICT while providing instruction in concurrent/dual enrollment courses.
- 3.4 If necessary, substitute faculty will be approved by the COLLEGE using the same process and subject to the same conditions described herein.

4. LIAISON

- 4.1 The COLLEGE shall assign an administrator who will serve as a Liaison to the DISTRICT and who will coordinate all concurrent/dual enrollment courses in consultation with the DISTRICT's Liaison.
- 4.2 The COLLEGE shall provide outreach personnel to assist students with concurrent/dual enrollment questions and registration.

5. STUDENTS

- 5.1 Students must meet all COLLEGE prerequisite requirements as established by the COLLEGE before enrolling in a concurrent/dual enrollment course.
- 5.2 Grades earned by students enrolled in concurrent/dual enrollment courses will be posted on official COLLEGE transcripts.
- 5.3 Students enrolled in concurrent/dual enrollment courses will be eligible for student support services, which shall be available to them at the COLLEGE itself.
- 5.4 Students who withdraw from a concurrent/dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE deadlines.
- Pursuant to COLLEGE Board Policy, the enrollment fee for students who are Special Part-Time Students (Education Code 76001) will be waived by COLLEGE.

6. ASSESSMENT OF LEARNING AND CONDUCT

- 6.1 Students enrolled in concurrent/dual enrollment courses shall be held to the same standards of achievement and grading, assessed with the same methods as students on the COLLEGE campus and held to the same behavioral standards expected of students on COLLEGE campus.
- 6.2 Assessment standards will be established by the COLLEGE.

7. EVALUATION

- 7.1 The COLLEGE and the DISTRICT may conduct end-of-term student evaluations and/or surveys for each concurrent/dual enrollment course offered in the DISTRICT in accordance with established guidelines.
- 7.2 Site visits by representatives of the COLLEGE shall be permitted by the DISTRICT to ensure courses offered in the DISTRICT meet the academic rigor as courses offered on the COLLEGE campus.

8. RECORDS

- 8.1 Records of student attendance and achievement for all DISTRICT students who enroll in a concurrent/dual enrollment course shall be maintained by the DISTRICT and by the COLLEGE electronic records systems through the course instructor. (Education Code section 76220).
- 8.2 DISTRICT student's academic records are treated in a confidential and responsible manner as required by the Family Educational Rights and Privacy Act of 1974 (FERPA). The student's record and/or information will not be released to DISTRICT without a signed released of information form from the student. The form must be submitted to the COLLEGE Admission and Records office.

9. FACILITIES

- 9.1 DISTRICT agrees to provide facilities suitable for instruction of a college-level class 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.

10. INDEMNIFICATION

10.1 The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE 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, 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.

The COLLEGE 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, its officers and employees.

11. APPORTIONMENT/FTES

11.1 The COLLEGE will include the students enrolled in the concurrent/dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the concurrent/dual enrollment courses comply with current requirements for concurrent/dual enrollment under applicable California law.

12. NON-DISCRIMINATION

12.1 Neither the DISTRICT nor the COLLEGE 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.

13. TERM OF MOU

The term of this MOU shall be July 1, 2019 to June 30, 2021 with an option for three (3) annual renewals.

14. TERMINATION OR CHANGES

- 14.1 This MOU may 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 Superintendent / President listed in 14.3.
- 14.2 Upon termination of this MOU, the DISTRICT shall develop a COLLEGE approved plan enabling students to complete the concurrent/dual enrollment course they are enrolled.
- 14.3 Any and all notices required to be given shall be deemed given when e-mailed to the Superintendent or deposited in the U. S. Mail, to the following addresses:

Bassett Unified School District 904 N. Willow Avenue La Puente, CA 91746 Attention: Dr. Alex J. Rojas, Superintendent

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

Attention: Teresa Dreyfuss, Superintendent / President

No modifications or amendments of any of the terms or provisions of this MOU shall be 16.1 binding unless made in writing and signed by the Parties.

17. GOVERNING LAWS

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

18. SEVERABILITY

This Agreement shall be considered severable, such that if any provision or part of the 18.1 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 DISTRICT COLLEGE DISTRICT

Vice President,

Finance & Business

Superintendent

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HACIENDA LA PUENTE UNIFIED SCHOOL