

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into effective as of June 28, 2016 ("**Effective Date**"), by and between POMONA UNIFIED SCHOOL DISTRICT, a public agency of the State of California ("**District**"), and MT. SAN ANTONIO COLLEGE, a community college of the State of California ("**College**").

RECITALS

WHEREAS, College and District desire to make available to District's high school students a dual enrollment program developed and provided by College ("**Program**") under which District's students will have the opportunity to take certain courses for college credit; and

WHEREAS, College and District desire to set forth the terms upon which College will provide the Program to District students at various District high school sites and District will make available its facilities for such purpose, all for the mutual benefit of the parties hereto (the "**Parties**") and in furtherance of their respective missions.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the Parties agree as follows:

1. Term. The term of this MOU ("**Term**") shall commence on the Effective Date and terminate on June 30, 2017, unless earlier terminated pursuant to **Section 10** hereof. The Term of this MOU may be extended for successive periods of one (1) to three (3) years, upon written consent of the Parties.
2. Responsibilities of College.
 - 2.1. College shall provide at the District high schools set forth in **Exhibit "A"** appropriate curriculum, instruction, and student services, and award college credit for courses provided at the request of District in accordance with **Exhibit "B"**, Schedule of Courses. ~~Course offerings will meet the same standards as courses offered at the College.~~ Courses offered shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the College. College courses offered at the District shall be of the same quality and rigor as those offered on the college campus.
 - 2.2. College shall be solely responsible for determining and administering the Program offered by it pursuant to this MOU, and for offering and/or cancelling classes. All persons employed by College in connection with the Program shall be selected and hired solely by College, shall be its employees exclusively and shall be subject solely to its direction, control, compensation, evaluation, and discharge. College shall bear all liabilities and expenses imposed by law or contract incident to such employment,

- including, but not limited to, workers' compensation insurance, unemployment insurance, Social Security contributions, if applicable, and tax withholdings.
- 2.3. College shall provide timelines for course selection, enrollment and related student deadlines to District.
- 2.4. College shall supply to District an enrollment packet for each student sixty (60) days prior to each term, with instructions to return completed enrollment packets to College no later than thirty (30) days prior to the term start date.
- 2.5. Faculty shall meet the minimum qualifications established by the College. The College shall have the primary right to control and direct the instructional activities of faculty while they are providing instruction in the Program.
- 2.6. College shall, in accordance with its Program requirements, require all students to go through student assessment and will provide a schedule of assessment appointments. After student assessment is completed, College will notify District of any student deficiencies and will provide recommendations for the elimination of any deficiencies.
- 2.7. College shall ensure that if a course is offered for credit, participants in the course will earn academic credit in accordance with College policy regarding eligibility, attendance, course work, examinations, and the like.
- 2.8. College shall designate a College employee to serve as liaison to the Program ("**College Coordinator**") who shall be Dr. Joumana McGowan, Executive Dean of Instruction, or her successor as identified in a writing delivered to District.
- 2.9. College shall provide the Program at no cost to District and College shall not be entitled to any compensation or benefit from District of any kind or type. Notwithstanding the foregoing, District understands that students will be required to pay fees as needed through the College (course material fees, registration/tuition fees, textbook costs, etc.), on their own.
- 2.10. College reserves the right to cancel courses that fail to meet a minimum enrollment of ~~twenty (20) students~~ of **75% of the official College class size**.
- 2.11. College shall dedicate funding to each participating District school site for operating expenses of the Program including, but not limited to, expenses of photocopying to be done at the College and appropriate instructional supplies.
- 2.12. College will provide supplemental learning and support services at College campus, provided that District provides and assumes all costs to transport students to and from College for these visits. If mutually agreed, College will align supplemental student learning and support services visits to College with classroom instruction and/or Program outcomes.
- 2.13. College shall be solely responsible for completing faculty evaluations for all courses offered under this MOU.
- 2.14. In providing the Program, College shall comply with District's policies respecting

confidentiality of District student information and the provisions of the Family Educational Rights and Privacy Act ("FERPA") and FERPA implementing regulations at 34 C.F.R. Part 99.

- 2.15. In providing the Program, College shall defer to District's policies regarding student conduct, discipline, and school safety, which are consistent with and regulated by California Code of Regulations and State Board of Education (California Education Codes 35291, 35291.5; State Board of Education Policy #01-02). In cooperation with District, College shall pursue student misconduct as appropriate, which may include expulsion from classes.
- 2.16. College and College's employees participating in the Program under this MOU shall comply with all provisions of Education Code Section 45125.1, and all of District's procedures related to fingerprinting and criminal background checks prior to having any substantial contact with District students, including, without implied limitation, prior to coming onto District school grounds or having any contact with District's students in locations other than District school grounds. College shall conduct criminal background checks of all its employees participating in the Program under this MOU, and shall certify that none of the College employees who are required by Section 45125.1 of the Education Code to submit or have their fingerprints submitted to the Department of Justice and who may have contact with District students pursuant to this MOU has been convicted of a serious or violent felony as defined in Section 45122.1 of the Education Code.
- 2.17. College shall ensure that College employees serving as coordinators or support staff in the Program under this MOU will adhere to College's reporting structure and will refer all personnel issues to the College Coordinator.

3. Responsibilities of District.

- 3.1. District shall provide classroom/instructional facilities suitable for the Program at the participating District high school sites.
- 3.2. District shall recruit and select students for the Program.
- 3.3. District shall ensure that students have applied to College and shall provide a list to College of all students to be enrolled in each course selection.
- 3.4. District shall ensure that the total number of enrolled students for each course does not surpass classroom facility capacities and/or the maximum on the official course outline of record.
- 3.5. District shall provide all required facilities, equipment, educational technology and instructional materials for each course offered unless College agrees (in writing) to provide.
- 3.6. District shall provide all necessary Disabled Student Programs and Services to

students.

- 3.7. District shall assign and dedicate a counselor to the Program. The District counselor will liaison with the College Coordinator and/or designee. District shall ensure that students meet with the District counselor once per academic year.
- 3.8. District administration will assist with resolving academic deficiencies and student misconduct. District will remove students from the Program who fail one (1) course or who fall below a 2.0 college GPA for two consecutive semesters.
- 3.9. District shall designate a District administrator to process student enrollments, registrations and record-keeping and to serve as liaison to the Program ("**Program Administrator**"), who shall be Fernando Meza, Director, Pupil & Community Services, or his successor as identified in a writing delivered to College.
- 3.10. District agrees that the College course outline of record must be followed for all credit courses offered under this MOU.
- 3.11. District understands and acknowledges that College is obligated to protect, preserve, and promote academic freedom and responsibility through the free pursuit and dissemination of knowledge, and it seeks to foster the integrity of the teaching-learning process.
- 3.12. District's school-site personnel will assume responsibility for student conduct issues. Disciplinary measures due to student infractions will be at the discretion of District as regulated by District policies and California and State Board of Education regulations regarding conduct, discipline, and school safety.
- 3.13. District's Program Administrator will be responsible for recognizing College's reporting structure, and will thus refer College personnel issues to the College Coordinator.

4. Use of Facilities.

- 4.1. District does hereby grant College non-exclusive use of the buildings and facilities agreed to by the Parties. College shall use the granted premises ("**Premises**") only for the purpose of conducting classes at such levels and in such courses as are agreed to by District.
- 4.2. In the absence of College's negligence, intentional misconduct, or reckless disregard for the security of the Premises, College shall not be responsible for any theft or vandalism to facilities, equipment, instructional materials, supplies or audio-visual aids that occurs during College's use of the Premises. Repairs and maintenance required due to normal wear or tear from school usage shall be covered by District.

5. Non-Discrimination. In the performance of this MOU, the Parties shall not discriminate on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

6. Relationship of the Parties. The Parties are acting herein as independent contractors and

independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employment, or relationship between the Parties and neither Party shall have the authority to bind the other Party in any respect.

7. Insurance. Each Party shall maintain for the duration of this MOU general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the Party of the indemnity provisions set forth in this MOU. Each Party shall, upon request, provide the other Party a certificate of insurance together with originals of the endorsement(s) naming the other Party as additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.
8. Indemnity. Each Party agrees to hold harmless, defend, and indemnify the other Party, and the officers, employees, boards, volunteers, and agents of such other Party from and against any and all losses, claims or expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to, and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying Party, its officers, employees, boards, volunteers, or agents.
9. Delivery of Notices. All notices permitted or required under this MOU shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

COLLEGE:

Mt. San Antonio College
1100 North Grand Avenue
Walnut, CA 91789
Attn: Vice President, Instruction

DISTRICT:

Pomona Unified School District
Attn: Assistant Superintendent/
Chief Financial Officer
800 South Garey Avenue
Pomona, CA 91766

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Termination. Except as provided in this MOU, this MOU may be terminated by either Party, for any reason, during the Term of this MOU by giving ninety (90) days' written notice to the other Party. In the event that either Party materially defaults or fails in the performance of any material provision of this MOU, this MOU may be terminated by the other Party upon ten (10) days written notice thereof.

11. Integration. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the Parties has relied upon any oral or written representation or oral or written information given to the Party by any representative of the other Party.
12. Modification. No change or modification of the terms or provisions of this MOU shall be deemed valid unless set forth in writing and signed by both Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall only be effective if the initials of both contracting Parties appear beside such deletion or change.
13. Attorneys' Fees. In the event that any action is brought by either Party to enforce or interpret the terms of this MOU, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
14. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
15. Education Code Section 17604. In accordance with Education Code Section 17604, this MOU is not valid or an enforceable obligation against the District until approved or ratified by motion of the Board of the District duly passed and adopted.
16. APPROVED SIGNATURE. THIS MOU IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE DISTRICT UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT'S APPROVED DESIGNEE.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

MT. SAN ANTONIO COLLEGE
a community college of the State of California

POMONA UNIFIED SCHOOL DISTRICT
a public agency of the State of California

Dr. William Scroggins, President

Leslie A. Barnes, Assistant Superintendent/
Chief Financial Officer

Approved by Board: _____

Approved as to Form:

Michael Gregoryk, Vice President
Administrative Services

MUNDELL, ODLUM & HAWS
General Counsel

EXHIBIT "A"

Participating District High School Sites

Diamond Ranch High School
100 Diamond Ranch Drive
Pomona, CA 91766

Ganesha High School
1151 Fairplex Drive
Pomona, CA 91768

Garey High School
321 W. Lexington Avenue
Pomona, CA 91766

Pomona High School
475 Bangor Street
Pomona, CA 91767

Village Academy High School
1444 E. Holt Avenue
Pomona, CA 91767

EXHIBIT "B"

Schedule of Courses

School

Courses

Diamond Ranch High School:

English 1A and 1C

Pomona High School:

English 68 and English 1A