

**Memorandum of Understanding for a Middle College High School
Between
Chabot Las Posits Community College District, Las Posits College
And
Tri-Valley Regional Occupational Program**

This Memorandum of Understanding is hereby entered into by and between the Chabot Las Posits, Community College District, Las Posits College, having its principal business address at 7600 Dublin Blvd, Dublin, CA with the program location at 3000 Campus Hill Drive, Livermore CA 49551 (hereinafter called the “College”), and Tri-Valley Regional Occupational Program, having its principal business address at 1040 Florence Road, Livermore, CA 94550 (hereinafter called “TVROP”).

Purpose: The parties to this Memorandum of Understanding enter into an agreement to establish a Middle College High School (“MCHS”) serving high school juniors and seniors from the Tri-Valley high school districts. Said program will provide dual enrollment for academic credit college courses for these students at Las Posits College. Middle College High Schools allow students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or an associate’s degree simultaneously. The program also prepares these high school students for successful careers and future educational opportunities by fully integrating high school, college, and career preparation; by improving academic performance; and by increasing high school and college completion rates.

Course of Study: The MCHS program and the College shall provide a curricular pathway that enables a participating student to receive a high school diploma while earning college credit through dual enrollment in courses that fulfill general education requirements toward an associate’s degree. The students will be restricted to courses in the published Schedule of Classes. The MCHS students will be held to the same standards and expectations of all other matriculating students.

Student Enrollment: Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses.

MCHS students must meet the same requirements and pre-requisites as all College students for college classes. MCHS will enroll no more than 35 students per cohort per year. Enrollment in dual credit courses is contingent upon MCHS students’ maintaining scholastic progress standards per College’s policy.

Instructional Calendar: MCHS will follow the College instructional calendar with additional high school days as needed.

Enrollment Fees: The TVROP will be responsible for MCHS student fees and tuition up to fifteen (15.0) units per semester. This will be payable in two equal installments due in January and June. The standard published enrollment fees as set by the statute will apply. College will notify TVROP of anticipated cost increases projected for the next school year by May of each year, if there are any changes in the state-mandated enrollment fees.

Student Conduct: Middle College High School students are required to adhere to College regulations regarding facilities and equipment usage, College and TVROP codes of conduct and policies, and are subject to appropriate action taken by the TVROP and College.

Books and Supplemental Materials: The TVROP will provide MCHS students with College-approved textbooks and supplemental materials, including, but not limited to departmental course software. The TVROP will also be responsible for purchasing or renting all textbooks, supplemental materials, supplies, and operational equipment required for all classes, and will provide them to students enrolled in the MCHS program.

Facilities: MCHS Courses will be conducted on the College site with space provided at no cost to the TVROP. This space includes:

- a. A maximum of two classrooms for MCHS on a scheduled basis
- b. Office space for the high school administrator, staff, and faculty
- c. Access to a meeting room for staff and administrative meetings, when scheduled through the appropriate office utilizing normal college procedures
- d. Use of an appropriate facility for the MCHS graduation exercises as a College cosponsored activity
- e. Through normal procedures, scheduled access to a computer lab as needed and as available
- f. Computer lab access for mandatory HS spring testing including the secure downloading of needed files.

Safety: If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines, and operational procedures of the College as well as other agreements between the TVROP and the College that have been executed for specific or exceptional purposes.

Evaluation: The TVROP and the College will conduct an evaluation of the MCHS program which will be completed each year, including, but not limited to: attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program.

Procedures: The TVROP Coordinating Council will serve as the Steering Committee for the MCHS for the purposes of mutual decision-making with the College. The MCHS Director and the Vice President of Academic Services will confer and reach consensus on the implementation of procedural matters. The Coordinating Council will conduct a yearly review of the program evaluation data and material.

Policy Conflicts: The Middle College High School established under this agreement will be governed by state and federal laws and regulations, and school district, and college policies and requirements. If the high school district and college policies are in conflict, the college policy will prevail regarding any matter of college curriculum, facilities or services.

Term, Renewal and Termination of Agreement: The MOU will be in effect through June 30, 2018. The MOU will be reviewed every 18 months and the parties may mutually agree to renew the MOU for successive two (2) year terms. The College and TVROP reserve and have the right to terminate the MOU upon service of written notice to the other party ninety (90) days prior to the date of determination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

Amendments: The Parties to the MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto and approved by the respective Board of Trustees.

Indemnification: To the extent authorized by law, in consideration of the performance of both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreements, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

Insurance: The College and TVROP, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without retention, or a self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.

Confidentiality of Student Records: The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act (“FERPA”)(20 U.S.C. §1232g) and TVROP Member District Board Policies and CLPCCD policy, all records relating to students that are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies.

Nondiscrimination Notice: The District's programs and activities shall provide equal access to and shall not unlawfully discriminate based on actual race, color, ancestry, national origin, ethnic group identification, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics and against students who are members of special populations. Special populations include, but are not limited to, students with disabilities; students from economically disadvantaged families, including foster youth; students preparing for nontraditional fields; single parents and single pregnant females; displaced homemakers; and students with limited English proficiency.

Severability: If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement

that in lieu of each clause or provision of this agreement that is illegal, invalid, or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Notices: Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

CLPCCD

Lorenzo Legaspi, Vice Chancellor,
Business Services
7600 Dublin Blvd.
Dublin, CA 94568

Tri-Valley ROP

Julie Duncan, Superintendent of Schools
1040 Florence Road
Livermore, CA 94550

Las Positas College

Barry Russell, President,
Las Posits College
3500 Campus Hill Dr.
Livermore, CA 94551

Authority: The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this 9th day of December, 2014.

For CHABOT LAS POSITAS COLLEGE COMMUNITY COLLEGE DISTRICT:

Signature

Date

Lorenzo Legaspi, Vice Chancellor, Business Services

Printed Name/Title

For TRI-VALLEY REGIONAL OCCUPATIONAL PROGRAM

Signature

Date

Julie Duncan, Superintendent

Printed Name/Title