

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
HIGH SCHOOL SUPPLEMENTAL AND CREDIT RECOVERY PROGRAM
MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into by and between the CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT, Las Positas College (hereinafter “College”), and the DUBLIN UNIFIED SCHOOL DISTRICT (hereinafter “DUSD”), for the purpose of outlining the duties and responsibilities of each party as they relate to providing high school level credit supplemental or recovery courses for DUSD students during the summer term. Las Positas courses that are held on the College campus or through the Course Management System used by the College. CLPCCD and DUSD mutually agree as follows:

I. Term of Agreement

The initial term of this Agreement shall be for one year beginning on January 1, 2022 and ending on December 31, 2022, and shall automatically renew each year on January 1, for a total period not to exceed three (3) additional years (January 1 - December 31, 2023; January 1 - December 31, 2024; January 1 - December 31, 2025) from the initial term. This Agreement may be revised by mutual written agreement at any time or terminated 60 days after receipt of written notice of intent to terminate by either party, or at the end of any courses in progress, whichever is later. This Agreement may be extended upon mutual written agreement by both parties within 30 days of expiration of contract.

II. Program Description

A. Description of Dual Enrollment Courses

As permitted under Education Code Section 76001, Las Positas College will provide DUSD high school students with access to non-college credit bearing LPC community college courses during the summer term and as more fully described in this agreement. Such courses will be provided at LPC facilities or may be provided at DUSD school facilities.

B. Program Management and Review

- 1 Point of Contact. The Office of the Vice President of Academic Services, through the Educational Partnership Projects Manager, will serve as point of contact for the summer enrollment program. Additional personnel may be designated by LPC and to assist in program coordination.
- 2 Program Service Area. Las Positas College's primary service area includes Pleasanton, Dublin and Livermore. High school students from the other Tri-Valley schools may also be enrolled in the summer courses described here within.

C. Curriculum

- 1 Course Outline of Record. The College will offer courses that allow students to retake or complete graduation requirements. Credit under this program will be granted for courses completed based on the approved Las Positas curriculum as defined in the course outline of record.
- 2 Alignment with Common Core. The Course Outline referenced above are aligned with Common Core standards and are equivalent with regards to content and rigor as those offered during the regular school year. Course outlines are shared regularly with DUSD faculty at joint faculty alignment meetings hosted by the Tri-Valley Partnership Projects collaborative.
- 3 Available Courses. The following course(s) have been developed and are available under this agreement:

NMAT 256: Geometry

D. Course Scheduling

- 1 Course Schedule. Las Positas College will develop an annual draft schedule of summer course offerings following its schedule development timelines. Every effort will be made to consult with DUSD to offer courses at times most beneficial to the students.
- 2 Cancellation. LPC reserves the right to cancel courses with enrollment of fewer than 20 students. Any such cancellation would occur within the CLPCCD/FA collective bargaining agreement parameters and timelines. Every effort will be made to address cancellations prior to or on the first scheduled day of instruction.

E. Facilities

- 1 Courses may be taught at Las Positas College locations and at DUSD facilities at the discretion of DUSD and with consent of Las Positas College. LPC's facilities policies and procedures will be followed for courses taught at Las Positas College. DUSD's facilities policies and procedures will be followed for courses taught at DUSD facilities. In the event DUSD and Las Positas College agree to offer courses at DUSD facilities, all usage fees shall be waived.

F. Equipment, Textbooks, and Instructional Materials

- 1 DUSD or students will obtain the required textbooks for courses offered in the high school summer supplemental or credit recovery program. LPC will provide the specialized equipment and materials used by the instructor.

G. Instruction and Assessment of Student Learning

- 1 Instructional Personnel

- ☐ Administrative Permission. DUSD site administration or designee must authorize student eligibility and preparedness to participate successfully and benefit from high school summer supplemental or credit recovery enrollment.
- ☐ Credit Supplemental and Recovery Eligibility and Assessment. DUSD shall identify and certify students eligible for supplemental and credit recovery courses. High School students who do not meet their grade level standard in Math, English, and/or other subjects will be eligible for non-college credit earning courses taught by LPC faculty.
- ☐ Prerequisites. Students must meet course prerequisites per the LPC catalog, or complete the LPC prerequisite challenge process.
- f Registration and Enrollment.
 - ⓐ Application. LPC will provide assistance to DUSD students seeking to apply to LPC and coordinate these services with DUSD. Admission processes will be conducted in compliance with California regulations.
 - ⓑ Student Consent Form. DUSD will provide support to students in their completion of the consent form as they seek to enroll in LPC courses. DUSD support will also include coordinating with Tri-Valley area school districts' principals and designees and parent(s) or guardian(s) in the completion of consent form.
 - ⓒ Access. For the purposes of receiving state apportionments, a community college district may include high school pupils who attend a community college within the district pursuant to Sections 48800 and 76001 in the district's report of full time equivalent students (FTES) only if those pupils are enrolled in community college classes that meet all of the following criteria: The class is open to the general public. The class is advertised as open to the general public in one or more of the following: The college catalog, the regular schedule of classes, an addendum to the college catalog or regular schedule of classes.
 - ⓓ Student Tuition and Fees. Non-college credit earning courses are tuition free. Fees may apply.
- ☐ Student Code of Conduct. Students participating in the program must follow the LPC student code of conduct.
 - ⓐ Student Advocacy Rights and Responsibilities. The Chabot-Las Positas Community College District encourages all students to pursue academic studies and other college sponsored activities. In pursuit of these goals, the

student should be free of unfair or improper action from any member of the academic community. The District accords every student the right of protection. Students, however, are responsible for complying with college and district regulations and for meeting the appropriate college requirements. The Colleges have an obligation to maintain conditions under which the work of the colleges can go forward freely, in accordance with the highest standards of quality, institutional integrity and freedom of expression. In joining the academic community, the student enjoys the right of freedom to learn and shares responsibility in exercising that freedom. A student is expected to conduct himself or herself in accordance with standards of the college.

- ⑩ Student Discipline. Student is subject to regulations of LPC, including but not limited to regulations regarding complaints of harassment and discrimination. LPC instructors will communicate with their direct supervisor when disciplinary incidents occur in class, consistent with LPC's discipline policies and practices.
- ⑩ Grievance Process. The LPC Office of Student Services is responsible for making sure that there is a fair and equitable process in place to advocate for students as well as receive and process grievances, including assisting in advocating for students, recommending next steps, and also facilitating a formal student grievance. DUSD students are expected to follow the LPC grievance process while attending LPC classes.
- h) Record Keeping. LPC maintains DUSD student records for coursework undertaken. Any data sharing between DUSD and LPC shall be governed by the below data sharing agreement, see Section III.
- j) Student Privacy. DUSD and LPC student records are protected by local, state, and federal law, as well as DUSD and CLPCCD district policies.
- j) Services for Students with Disabilities. LPC shall comply, as applicable, with the Individuals with Disabilities Education Improvement Act ("IDEA"), Section 504 of the Rehabilitation Act, and any other applicable laws and regulations regarding students with disabilities, in the performance of this Agreement.

III. Information Sharing

A. Purpose

This Agreement establishes protocols for information sharing, in compliance with all applicable state and federal privacy laws. The purpose of this Section is to outline

the protocols for sharing student information for program administration or evaluation purposes.

- 1 Program Administration. LPC and DUSD shall share student high school summer supplemental or credit recovery enrollment information, including but not limited to, application and registration information so that students may receive proper A-G credit for courses. LPC student identification numbers, and LPC grades earned to facilitate the enrollment of DUSD students in LPC courses, and to document the grades in these courses on student high school transcripts. This information will be shared under parent or adult student (18 or older) consent on the signed enrollment forms, or other applicable authority permitted under state or federal student confidentiality laws.
- 2 Program Evaluation. LPC may provide aggregate student information, including but not limited to, total number of high school pupils by school site enrolled in courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Information shall be shared in a manner that protects personally identifiable student information, and will not be released if the data set is small enough to reveal student identity.
- 3 Data Confidentiality. LPC and DUSD shall maintain the confidentiality of any and all student data exchanged as a part of this agreement. The confidentiality requirements under this paragraph shall survive the termination, expiration or alteration of this agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this agreement, the educational institutions shall establish a system of safeguards that will at minimum include the following: Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the agreement.

IV. Miscellaneous

- A. **Modification and Amendments.** This agreement may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this agreement. The educational institutions further agree to amend this agreement to the extent that courses are developed and amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this agreement. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this agreement, the authorized representatives of the signatories to this agreement shall meet within a

reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

V. Notice

Any notice required or permitted under this agreement shall be deemed given when actually delivered or when deposited in the mail addressed as follows:

To LPC, c/o CLPCCD: Jonah R. Nicholas, Vice Chancellor
To DUSD: Matt Campbell, Ed. D., Assistant Superintendent

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

For LAS POSITAS COLLEGE, c/o CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
APPROVED BY:
Vice Chancellor of Business Services

For DUBLIN UNIFIED SCHOOL DISTRICT
APPROVED BY:

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Superintendent of Schools

Date: _____ Date: _____