

**Amendment to the  
MOU OF UNDERSTANDING  
BETWEEN  
CHABOT COLLEGE  
AND  
Hayward Unified School District  
Student Parent Support Programs (SPSP)**

This Memorandum of Understanding between Chabot College and Hayward Unified School District, Student Parent Support Programs (HUSD-SPSP), is made on February 10, 2015 regarding the purchase of college level classes to be offered to middle school, high school and adult students in the Hayward boundaries during the summer 2015, fall 2015, and spring 2016 terms.

It is understood that **HUSD-SPSP** will be utilizing funds through their 21st Century Grant to reimburse Chabot College for degree applicable credit classes to be offered at area high schools, middle schools and Adult school center within the Hayward Unified School District Boundaries.

**RECITALS:**

WHEREAS, Chabot College, by and through its full time and adjunct faculty, has expertise in the instructional areas of Psychology, Sociology, Anthropology, Business, Music, Health, Digital Media, Theater, Engineering 10 / 11 and Sign Language, PSCN 21

WHEREAS, **HUSD-SPSP** desires to avail itself of the expertise of Chabot College in the aforesaid areas, in which it acknowledges the expertise of Chabot College.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein set forth, the parties hereto agree as follows:

**1. APPOINTMENT:**

**HUSD-SPSP** hereby appoints Chabot College to render the instruction of college level courses as described in Section 2 hereof for the term of this Agreement.

**2. CHABOT COLLEGE:**

It is understood that:

(a) During the term of this Agreement, Chabot College shall render to **HUSD-SPSP**, by and through adjunct faculty, in its sole discretion, to teach college level credit courses at a high school site within the Hayward Unified District Boundaries.

(b) Chabot College and **HUSD-SPSP** will work together to select appropriate courses, which shall run between 12-16 weeks with dates and times to be arranged between the two parties.

(c) Chabot College classes held at **HUSD-SPSP** shall be deemed closed classes and thereby not open to regular Chabot College students.

(d) Chabot College classes held at **HUSD-SPSP** will follow approved course outlines and be held to the same rigorous as approved by Chabot Curriculum Committee.

(e) Prior to the first day of classes, Chabot College will provide to **HUSD-SPSP** Administration the following:

1. College Applications
2. Instructor Name and Course Syllabus
3. Dates of Class and Final Exam Schedule
4. Student Conduct and Due Process Policy
5. Last Day to drop the course with No Grade of Record (NGR) on transcript
6. Last day to withdraw with a “W” on transcript
7. List of required textbooks and/or course materials

### **3. HUSD-SPSP:**

It is understood that:

(a) **HUSD-SPSP** students desiring to enroll in Chabot classes will submit a Chabot Application Form and attain all necessary school and parental/guardian signatures as required.

(b) **HUSD-SPSP** students will be enrolled at Chabot College and as such, will be held to the same “Student Conduct and Due Process Policy” as outlined in the Chabot College 2010-2012 catalog (see Attachment A).

(c) **HUSD-SPSP** students will be earning college credit and as such, classes will be held to the same rigorous standards and course outline as approved by Chabot Curriculum Committee.

(d) **HUSD-SPSP** students will be responsible for purchasing required textbooks and/or materials required for the class.

(e) **HUSD-SPSP** will be notified on the first day of class of the following important information:

1. Course Syllabus
2. Dates of Class and Final Exam Schedule
3. Student Conduct and Due Process Policy
4. Last Day to drop the course with No Grade of Record (NGR) on transcript

5. Last day to withdraw with a "W" on transcript

**4. REIMBURSEMENT:**

(a) **HUSD-SPSP** agrees to reimburse Chabot College **\$7,200** per each 3 unit course delivered at site with enrollments equal to or less than 44 students. See attachment B

1. The base fee assumes that ALL students are California residents. If students are classified as non-resident there will be an additional **\$226** per unit per student fee assessed.

2. **HUSD-SPSP** agrees to reimburse Base Cost of Course per Student Enrollment in addition to any non-resident fees assessed.

3. Non- resident fees will be assessed for students who are classified international students, non- immigrant aliens or students on other type of visa and out-of-state /non-resident status.

4. It is understood that High School students do not qualify for AB540. See Attachment C

(b) If class enrollment exceeds 44 students:

1. **HUSD-SPSP** agrees to pay reimbursement in accordance to Attachment B.

2. It is understood that increasing in class size beyond the cap of 44 students requires prior approval of College Faculty, Dean/Director and Vice President of Academic Services before students can be enrolled in class.

3. **HUSD-SPSP** agrees to reimburse fees for international students, non-immigrant aliens or students on other type of visa and out-of-state /non-resident status student **\$226** per unit in addition to the base fee indicated in Attachment B

(c) Chabot College will invoice **HUSD-SPSP** by the third week of instruction.

(d) **HUSD-SPSP** agrees to reimburse such invoice within 30 days of receipt.

**I AGREE TO THE MEMORANDUM OF UNDERSTANDING AS OUTLINED IN THE RECITALS, COVENANTS AND CONDITIONS CONTAINED HEREIN:**

HUSD-SPSP

CHABOT COLLEGE

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Lorenzo Legaspi

Title:

Vice Chancellor, Business Services

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date