

Memorandum of Understanding (MOU) for Middle College between Chabot-Las Positas Community College District, Las Positas College and Tri-Valley Regional Occupational Program (TVROP)

This Memorandum of Understanding (MOU) is hereby entered into by and between the Chabot-Las Positas Community College District, having its principal business address at 7600 Dublin Boulevard, Dublin, California 94568 with the program location at Las Positas College, 3000 Campus Hill Drive, Livermore, California 94551 (hereinafter called the "College") and the Tri-Valley Regional Occupational Program, having its principal business address at 1040 Florence Road, Livermore, California 94550 (hereinafter called "TVROP").

Purpose: The parties to this MOU enter into an agreement to continue serving Middle College high school juniors and seniors from the TVROP member districts. Said program provides dual enrollment for college courses for these students at Las Positas College. Middle College allows students the opportunity to earn both a high school diploma and up to two years of transferable college credits simultaneously. The program also prepares 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: Middle College 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 a certificate, an associate's degree, or transfer to a four-year educational institution. Students will be restricted to courses in the published College's schedule of classes. Middle College students will be held to the same academic 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. Middle College students must meet the same admission requirements and course prerequisites as all College students for college classes. Middle College will enroll no more than 140 students per year with a goal of enrolling no less than 35 students per cohort. Enrollment in dual credit courses is contingent upon Middle College students maintaining academic and progress standards per applicable College policies and procedures.

Concurrent Enrollment: Middle College students are concurrently enrolled students. As such, the following applies:

Concurrent Enrollment – Definition: High school students in 10th, 11th, and 12th grades who wish to enroll in college-level, degree-applicable courses. Concurrent enrolled students must be recommended by their high school principal; and must have written parental permission. Concurrent enrollment requires students to complete an admission application to be accompanied by a current high school transcript (R4

affidavit for home schooled students), and concurrent enrollment recommendation form to be submitted by the established deadline by the College.

Concurrent Enrollment – Course Restrictions: Concurrent enrolled students are not allowed to enroll in Kinesiology (Physical Education) and basic skills English, English as a Second Language (ESL), and basic skills Mathematics courses.

Concurrent Enrollment – Nonresident Tuition Exemption: Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the Senate Bill 2364 waiver of nonresident tuition while still in high school. Students must be special admit part-time (enrolled in 11 units or less) students who currently reside in California and are attending high school in California. Students wishing to take advantage of this exemption should complete a nonresident exemption form and attach a copy of high school transcripts showing current enrollment. Documentation should be submitted to the Admissions and Records Office.

Concurrent Enrollment Forms: The Middle College Program Coordinator upon receipt of approval from TVROP member districts has the authority to sign as District Designee for TVROP member districts for all new and continuing students enrolled in Middle College for summer, fall, and spring terms including the preceding summer term prior to the first semester in Middle College.

College Issued E-mail Account: Middle College students will be issued a college issued e-mail account upon successful submission of an admission application. It is the responsibility of the student to activate and check their college issued e-mail account on a regular basis as it serves as a primary way of communication by the College to students.

College Issued Student Identification Number: Middle College students will be issued a student identification number upon successful submission of an admission application. It is the responsibility of the student to maintain the student identification number confidential and to utilize it when conducting college business in-person or online.

Course Registration: Middle College students are held to the same course registration dates and determination as defined by the College. The College's Admissions & Records Office will work in collaboration with Middle College personnel to facilitate the course registration process and identify and publicize pertinent registration information prior to the subsequent term. Middle College students will receive priority registration following the state mandated and locally identified groups upon the completion of orientation, assessment, and student education plan and based on the units completed and currently enrolled at the College. This applies to incoming students and registration may begin with the preceding summer term prior to the first semester in Middle College.

Counseling Services: Las Positas College will identify a dedicated counselor to provide academic, career, and personal counseling to Middle College students no less than 10 hours per week and no more than 16 hours per week during the fall and spring terms. This does not preclude a Middle College student from receiving counseling services independently at the Counseling Department. Academic counseling assistance will be provided to help draft or update student educational plans, advise students on how to choose educational goals, majors, and careers, and help students complete documentation related to graduation and transfer to four-year colleges and universities. The College's academic counselors cannot provide high school counseling services or assist with program coordination.

Once accepted into Middle College, and prior to their first semester, Middle College students will have the opportunity to meet with an academic counselor to develop an initial student educational plan. During the first semester, Middle College students will meet with an academic counselor to develop a comprehensive student educational plan. Following the completion of the initial student educational plan, Middle College students will have the opportunity to meet with an academic counselor to modify their student educational plan, discuss specific course selection, discuss college transfer options, and review other academic matters.

Student Interviews: The College will assign a representative to assist with the interviews of prospective Middle College students annually as part of the admission application process specifically for Middle College.

Academic Calendar: Middle College will follow the College academic calendar with additional high school days, as needed.

Academic Freedom: Academic freedom exists and is nurtured in our community for the common good of all citizens. Students, faculty, administrators and society itself derive benefits from the practice of academic freedom with its open search for truth and its free exposition. Academic freedom is fundamental for the protection of the instructor's right in teaching and the student's right in learning in the classroom and on the campus. Academic freedom carries with it responsibilities correlative with rights, such responsibilities being implicit in all freedoms and assured by all members of the college to insure the rights of others. Middle College students will be subject to the same curriculum and academic standards as regular College students. Some course material or topics may cover mature subjects.

Fees: TVROP will be responsible for Middle College student enrollment fees up to eleven (11) units per semester and other applicable fees. The fees will be payable in two equal installments due in January and June each year. The standard published enrollment fee as set by state statute will apply. The College will notify TVROP of anticipated cost increases projected for the next academic year by March of each year, if there are any changes in the state-mandated enrollment fees or other applicable fees. Other applicable fees include student health services fee, student representation fee, student activities fee, and transportation fee.

Student Conduct: Middle College students are required to adhere to College regulations regarding facilities and equipment usage, College standards of student conduct and TVROP student conduct policies, and are subject to appropriate action taken by TVROP and College personnel.

Student Health & Wellness Center: Middle College students will have access to the College's Student Health & Wellness Center upon payment of the student health fee and submission of appropriate documentation. The provision of some health services are confidential in compliance with applicable law.

Mental Health Services: Middle College students may access the College's mental health services provided by the College's Student Health & Wellness Center. The provision of mental health services are bound to privacy by applicable law and do not require parental or guardian consent or permit disclosure without written authorization.

Student Identification Card: All students are required to carry a valid photo identification card with current validation sticker. This card is essential for use of library, computer laboratory, bookstore, Wheels (bus transportation), and other campus services. Student identification cards are provided free of charge.

Textbooks and Supplemental Materials: TVROP will provide Middle College students with College approved textbooks and supplemental materials, including, but not limited to, departmental course software. TVROP will also be responsible for purchasing or renting all textbooks, supplemental materials, course materials fees, supplies, uniforms, tools, and operational equipment required for all classes, and will provide them to students enrolled in Middle College.

Facilities: Middle College courses will be conducted on the College site with physical space provided at no cost to TVROP. Physical space includes:

- a. A maximum of two classrooms for Middle College on a scheduled basis.
- b. Office space for Middle College administrator, staff, and faculty.
- c. Access to a meeting room for high school personnel meetings when scheduled through the appropriate office utilizing normal college procedures.
- d. Use of an appropriate facility for the Middle College graduation exercises as a College co-sponsored activity.
- e. Through normal procedures, scheduled access to a computer laboratory, as needed and as available.
- f. Computer laboratory access for mandatory high school spring testing including the secure downloading of needed files.
- g. Middle College shall have access to College facilities during business days and hours of operation.

Safety & Security: If any Middle College student or assigned personnel 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 TVROP and the College that have been executed for specific or exceptional purposes. The College's Office of Campus Safety & Security will serve as the primary responder to accidents or illness.

Program Evaluation: TVROP and the College will conduct an evaluation of the Middle College program which will be completed each year, including, but not limited to: attendance and retention rates, grade point average (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.

Decision-Making Body: The TVROP Coordinating Council will serve as the Steering Committee for Middle College for the purposes of mutual decision-making with the College. The Middle College Program Coordinator and the Vice President of Academic Services will confer and reach consensus on the implementation of procedural matters. The TVROP Coordinating Council will conduct a yearly review of the program evaluation data and material providing results to Las Positas College.

Policy Conflicts: Middle College established under this MOU will be governed by state and federal laws and regulations, applicable school districts, and college policies and procedures. If the high school district and college policies and procedures are in conflict, the college policy and procedure will prevail regarding any matter of college: (1) curriculum; (2) facilities; (3) academic and student support services; (4) extracurricular activities; (5) co-curricular activities; or (6) student conduct.

Term, Renewal, and Termination of Agreement: The effective date of this MOU shall be upon signing, and shall automatically renew for successive two-year renewal terms under the terms and conditions set forth in this MOU. The MOU shall be reviewed every 24 months. The College and TVROP reserve and have the right to terminate the MOU upon service of written notice to the other party no later than January annually.

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 governing board or 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 agreement, 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 and regulations. In accordance with the Family Educational Rights and Privacy Act (FERPA) and TVROP member district board policies, all records relating to students that are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies.

Equal Opportunity Statement: The College and TVROP sponsored programs and activities shall comply with all equal opportunity policies and procedures of the College and all school districts. In compliance with federal law, the College does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, citizenship status, and genetic information. In addition, California state law also prohibits discrimination on the basis of race, color, ancestry, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability (physical or mental), age, genetic information, marital status, sexual orientation, gender identify and gender expression, AIDS/HIV, medical condition, political activities or affiliations, military or veteran status, and status as a victim of domestic violence, assault, or stalking.

Notice of Nondiscrimination: The College and TVROP sponsored programs and activities shall comply with all nondiscrimination policies and procedures of the College and all school districts. The College is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities. The College, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or because he/she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

Title IX Notice: Title IX of the Educational Amendments of 1972 is an all-encompassing federal law that prohibits discrimination based on the gender of students and employees of educational institutions which receive federal financial assistance. Under Title IX, discrimination on the basis of sex can include sexual harassment, rape, and sexual assault. Colleges that receive federal financial assistance may be held legally responsible when it knows about and ignores sexual harassment or assault in its programs or activities. Colleges may be held responsible in court whether the harassment is committed by a College employee or student.

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

Doug Roberts
Acting Vice Chancellor, Business Services
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568

TVROP

Julie Duncan
Superintendent
1040 Florence Road
Livermore, CA 94550

Las Positas College

Roanna Bennie
Interim President
3000 Campus Hill Drive
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.

Chabot-Las Positas Community College District, Las Positas College

Signature: _____
Doug Roberts, Acting Vice Chancellor, Business Services

Date: _____

Tri-Valley Regional Occupational Program

Signature: _____
Julie Duncan, Superintendent

Date: _____