



MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT DUAL ENROLLMENT PROGRAM AFFILIATION AGREEMENT

This Affiliation Agreement serves as an agreement between the **Mt. San Jacinto Community College District (College)** and the **Perris Union High School District (District)** to provide dual-credit courses for academic, developmental and career technical education courses that will be accessible and beneficial to high school students.

Term

This Agreement will become effective on **July 1st, 2017 and will terminate on June 30th, 2018**. This Agreement will be evaluated for renewal on an annual basis prior to the termination date.

Termination

This Agreement can be terminated by either party and without cause by providing sixty (60) days written notification to the other party prior to the commencement of an academic term.

Fingerprint & TB Requirements

Prior to starting their employment with Mt. San Jacinto Community College District - all permanent employees including associate counselors and associate instructors have been cleared by our Human Resources Department to work in an educational institution within the State of California through a criminal fingerprint process. All permanent employees including associate counselors and associate instructors are required to have had a TB test completed within the last four (4) years with a negative result prior to starting their employment with the College. During their employment with the College, all permanent employees including associate counselors and associate instructors are required to continue to receive a negative TB test result every four years from the date of their last negative TB test result.

Mutual Indemnification and Hold Harmless

The College will indemnify and hold harmless the District, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, arising from personal or bodily injuries, property damage or otherwise, arising out of or in connection with any activity undertaken by the District pursuant to this Agreement hereof; provided that such liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses are not the result of the negligence or willful misconduct, errors or omissions of the District's officers, employees, representatives, agents or volunteers.

The District will indemnify and hold harmless the College, its officers, employees, representatives, agents and volunteers from and against any and all liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses, including reasonable attorney's fees, arising from personal or bodily injuries, property damage or otherwise, arising out of or in connection with any activity undertaken by the College pursuant to this Agreement hereof; provided that such liabilities, losses, claims, demands, suits, damages, causes of action, costs and expenses are not the result of the negligence or willful misconduct, errors or omissions of the College's officers, employees, representatives, agents or volunteers.

Insurance

The College will maintain for itself appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 for general aggregate.

The District will be required to provide to the College a certificate of liability insurance prior to the College providing services as outlined per the terms of this Agreement. The minimum limits of liability will be \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for

personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations; and \$2,000,000 for general aggregate. The District will be required to add the College as an additional insured to their insurance policy.

Confidentiality

The College and the District will perform the services as outlined in this Agreement in accordance with the privacy and confidentiality rules and regulations as mandated by federal, state, and or local laws. The College and the District will not disclose any confidential information to a third party except as required by law.

Applicable Law

This Agreement will be subject to and will comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement.

Governing Law, Jurisdiction and Venue

This Agreement will be governed, construed and enforced in accordance with the laws of the State of California. The jurisdiction will be the State of California and the venue will be Riverside County, California.

Disputes

The Parties will attempt to resolve any dispute or claim arising out of or in relation to this Agreement. If the dispute or claim cannot be resolved, each Party agrees that the resolution of the dispute shall be determined by a court of competent jurisdiction located within Riverside County, California and in accordance with the laws of the State of California. The Parties can mutually agree in writing to have the dispute or claim submitted to arbitration for resolution.

Purpose

The purpose of the Dual Enrollment Program is to afford current high school students the opportunity to enroll in dual enrollment courses to expand student access to affordable higher education, provide challenging academic and occupational experiences to qualified high school students during their junior and senior years, and reduce the costs of a college education for students and their families. Some highly qualified ninth and tenth grade students may be admitted based upon demonstrated ability to handle advanced study and in accordance with Mt. San Jacinto Community College's concurrent enrollment policies and procedures. Successful completion of transfer courses will enable students to simultaneously earn college credit transferable to two-and four-year colleges and universities and satisfy high school graduation requirements. Successful completion of career technical education courses will allow students to simultaneously earn college credits, to satisfy high school graduation requirements, and to assist in the transition to the community college or job opportunities or careers.

Program Management

Dual enrollment courses are governed by the policies and regulations of Mt. San Jacinto Community College District. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards and course offerings, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.

Each high school and/or district will select a coordinator that will be the liaison between the high school district and Mt. San Jacinto Community College and will be responsible for submitting all necessary student documentation prior to the students taking any courses.

The College will have an oversight committee consisting of 13 members. The members will include three (3) administrators, nine (9) faculty and one (1) classified member. The committee will meet regularly to review the program and develop suggestions for improvement.

Student withdrawal dates/policies will be consistent with the existing adopted policies of the College.

Academic advising will be the joint responsibility of both institutions.

Matters of student discipline will be handled cooperatively between the appropriate Mt. San Jacinto Community College dean of instruction and the respective high school administrators.

Matters of complaint regarding instruction will be handled cooperatively between the appropriate Mt. San Jacinto Community College dean of instruction, the appropriate Mt. San Jacinto Community College department chair and the high school administrators.

Mt. San Jacinto Community College and the participating high school district will jointly select dual enrollment courses for transfer and/or career technical education areas.

A dual enrollment course will be identified on both the college and high school transcript in the standard format and will not be identified as dual enrollment.

Mt. San Jacinto Community College CLO (Course Learning Outcomes) assessments will serve as the measurement for any high school assessment mechanisms (benchmarks, etc.). Dual enrollment instructors should coordinate these assessments with the Mt. San Jacinto Community College department chair.

All participating charter schools will be invoiced for faculty provided by Mt. San Jacinto Community College. Payment will be divided according to the number of charter schools participating in the consortium. Adjustments may be made if a charter school is supplying the faculty member. For example, the Math section will be taught by faculty member provided by charter school "A"; charter schools "B" and "C" will split the cost equally for the English section – all schools will have equal seats available in both the Math and English sections. Charter schools that are not participating in the consortium will fully fund each section when Mt. San Jacinto Community College provides the faculty member.

Admissions/Tuition/ & Books/Fees

All students enrolled in College coursework, including students enrolled in the Dual Enrollment Program are responsible for paying a transportation fee (the current Go Pass rate) each semester. All students will have access to utilize the RTA bus system within Riverside County.

The participating high schools will be responsible for providing onsite College matriculation services for students enrolling in the dual enrollment program classes at the high school/district campuses.

Mt. San Jacinto Community College will provide the necessary training regarding matriculation services to the participating high schools. All high school students must be fully matriculated to the college prior to taking Mt. San Jacinto Community College courses (application, assessment, and orientation) except for the vocational tracks. Students in a career technical education track must complete a Mt. San Jacinto Community College application.

Participating high schools must submit a process that identifies students for assessment. The process should reflect a high degree of confidence that the student being assessed is eligible for an academic track.

High school students who enroll in dual enrollment courses taught at the high school will not be charged tuition, provided they are a California resident.

Parent School Agreement Contracts will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at the participating high school.

Students taking academic transferable courses as defined by Mt. San Jacinto Community College must have a minimum GPA of 3.0 or higher.

Student taking vocational courses as defined by Mt. San Jacinto Community College must have a minimum GPA of 3.0 or higher. Exceptions may be made for specific vocational courses for those Mt. San Jacinto Community College departments that agree to a lower GPA.

Dual enrollment students will have access to Mt. San Jacinto Community College services, i.e., library, tutoring, student identification (ID) cards etc.

The maximum number of students who will be allowed to enroll in a dual enrollment course should be limited to the course cap as determined by the course outline of record.

Recruitment into the dual enrollment program will be the responsibility of both institutions. Enrollment in the dual enrollment courses may be open to the public.

All participating students will purchase all textbooks and materials. The participating high school district may provide the textbook(s) for the course, based upon need.

All textbooks for dual enrollment classes must be approved by the appropriate College department chair and may be used for at least three years for those courses but cannot be used for more than five years in those instances where the textbook has a newer edition.

Minimum Qualifications/Employment Application/Faculty Mentoring/Faculty Replacement

Instructors must submit a completed employment application to the Mt. San Jacinto Community College Human Resources department and that application must be approved prior to teaching any College courses.

Faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by the Chancellor's Office document Minimum Qualifications for Faculty and Administrators in California Community Colleges, as well as, the relevant hiring criteria required by Mt. San Jacinto Community College District.

College faculty who teach in dual enrollment courses either at a high school or on one of the College campuses will be compensated at a step and pay in alignment with the Associate or Full-time faculty College regulations, including sick leave and union dues.

The appropriate College instructional dean in consultation with the appropriate College department chair and the **Insert School District Name Here** will grant final approval to teach dual enrollment courses. The appropriate College instructional dean and/or the appropriate department chair will orient the approved faculty member to the College's policies and procedures.

In addition to meeting minimum qualifications, faculty teaching dual enrollment courses may be required to have at least one year previous college teaching and/or participate in a program of mentoring for each course assigned (for example - one semester for English 101, one semester for English 103). Once the mentoring of a high school faculty member has been completed a "train the trainer" concept may be utilized to provide the mentoring for any additional approved faculty within the high school district.

District high school teachers may teach Mt. San Jacinto Community College courses up to sixty-seven percent (67%) of a full-time teaching load which is also the limit for the regular Mt. San Jacinto Community College Associate Faculty who teach for the College.

On a short-term basis, a substitute who does not have the appropriate minimum qualifications to teach a course may be used if a dual enrollment instructor is absent. However, a dual enrollment instructor whose absences threaten the student's ability to earn college credit may need to be replaced. In that instance, the replacement should have the appropriate minimum qualifications, as stated above.

It will be the responsibility of the high school district to find and fund a replacement for a high school faculty member participating in the dual enrollment program if they are unable to complete their instructional assignment. Mt. San Jacinto Community College will make every attempt to assist in finding an appropriate replacement to complete the term.

Faculty Evaluation and Responsibilities

It will be the sole responsibility of Mt. San Jacinto Community College to address faculty issues and conduct evaluations in accordance with the Mt. San Jacinto Community College Faculty Contract. The District will be kept informed of the process and the progress.

All dual enrollment courses will be taught to the approved Mt. San Jacinto Community College course outline of record, demonstrating the pace, rigor, and quality of a college-level course.

The instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.

Instructors teaching dual enrollment courses will discuss with either the high school counselor or the dual enrollment liaison with any recommendations to drop a student prior to any formal drop process being implemented.

Employees of the District's high schools who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation from the District or the College.

Instructors teaching dual enrollment college courses must submit grades to both the College and their respective participating high school.

Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior written and oral agreements with respect to the subject matter herein. Any modifications will require mutual agreement by both parties. This Agreement may only be amended by a written amendment approved and signed by both parties.

Notices

All notices to either party pertaining to this Agreement must be in writing and will be delivered either in person, by certified or registered mail, and will be addressed as follows:

To the College: **Mt. San Jacinto Community College District
Business Services Department
1499 No. State Street
San Jacinto, CA 92583**

To the District: **Perris Union High School District
155 E. 4th Street
Perris, CA 92570**

Execution of Agreement

This Agreement will not become effective or in force until all of the parties named below have fully executed this Agreement. Only the legally authorized representative of each institution is allowed to sign this Agreement.

Mt. San Jacinto Community College District

Signature: _____

Name: **Becky Elam**

Title: **Vice-President of Business Services**

Date: _____

Perris Union High School District

Signature: _____

Name: **Nick Newkirk**

Title: **Director of Purchasing**

Date: _____