



**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 1, 2018 and will terminate on June 30, 2019**. This Agreement will be evaluated for renewal on an annual basis prior to the termination date. Signed Affiliation Agreements with an approved High School Course Request form must be submitted to MSJC Business Services and the Instructional Dual Enrollment liaison before July 1st. Failure to submit signed affiliation agreements with an approved High School Course Request form before the deadline automatically terminates the Dual Enrollment Program for the academic year.

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. Failure to comply with any element of this agreement is grounds for termination and non-renewal.

Fingerprint & TB Requirements
Prior to starting their employment with Mt. San Jacinto Community College District, all permanent employees including associate counselors and associate instructors must be 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 career technical education 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 District 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.

NOTE: The purpose of Dual Enrollment courses is not to provide higher weighted GPAs for students but is instead an opportunity for students to enroll in college-level courses. A high school may choose to award students in Dual Enrollment a higher grade; however, the school should ensure students are enrolling in the courses so that they can earn unduplicated college credits. Any student who has already received AP credit for a course should not take a seat in a Dual Enrollment course that could go to a student who has not yet earned college credit in that area. Students should also not be allowed to enroll simultaneously in both an AP and Dual Enrollment course if the credits earned would be duplicated college credits.

We encourage all eligible students to be given an opportunity to take a Dual Enrollment course and recommend enrollment criteria expand beyond highest GPA to provide access for a wider range of students..

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 District and will be responsible for submitting all necessary student documentation prior to the students taking any courses.

The College will have an Academic Senate oversight committee consisting of at least 9 members. The members will include three administrators, six faculty, and one classified member. The committee will meet three times per semester to review the program and develop suggestions for improvement.

Student withdrawal dates/policies will adhere to 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 District 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 District Dean of instruction, the appropriate Mt. San Jacinto Community College District Department Chair and the high school administrators.

Mt. San Jacinto Community College District and the participating high school district will jointly propose Dual Enrollment courses for transfer and/or career technical education areas. Initial High School Course Request form must be submitted to the Dual Enrollment Instructional liaison by September 30th for the next academic year. Forms are then (from the designated Dual Enrollment liaison within Instruction) distributed to Instructional Deans and Department Chairs for completion of the Department Chair Authorization forms. If any sections are added or deleted, revised forms will be generated and resubmitted to the Deans for distribution to the Department Chairs. Department Chairs retain the right of refusal for the renewal, addition, or expansion of courses through the Department Chair Authorization form.

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.

Dual Enrollment instructors are required to assess Mt. San Jacinto College CLOs (Course Learning Outcomes) for any course that is scheduled for assessment at the college. If a high school requires its own assessment mechanisms (benchmarks, etc.), then the MSJC CLOs will serve as the measurement for the high school assessment mechanism. Dual Enrollment instructors will coordinate all CLO assessments with the Mt. San Jacinto Community College District Department Chair.

All participating charter schools will be invoiced for faculty provided by Mt. San Jacinto Community College District.

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 at the high school/district campuses.

Mt. San Jacinto Community College District 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 District courses (application, assessment, and orientation)

High school students who enroll in Dual Enrollment courses taught at the high school will not be charged tuition, unless the student has a visa that is not accepted at MSJC.

Dual Enrollment School/Parent Agreement forms 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 District must have a minimum GPA of 3.0 or higher.

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

Dual Enrollment students will have access to Mt. San Jacinto Community College District 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.

Courses identified as Dual Enrollment at the high school may only enroll Dual Enrollment high school students into the course during the regular high school schedule.

The participating high school district will provide the textbook(s) and any required materials for the course.

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 District Human Resources department. If an applicant meets the required minimum qualifications and a department has a need for more instructors, the Department Chairs will vet applicants. Applications must be fully vetted and approved by the Department Chairs prior to instructors' teaching any College courses.

Faculty teaching Dual Enrollment college level, career technical education, 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 **Perris Union High School District** 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 depending on the requirements of the respective College department.

In addition to teaching Dual Enrollment courses, district high school teachers may teach Mt. San Jacinto Community College District 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 District 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 and complete the same vetting procedure with the college's Department Chairs for approval.

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 the faculty member is unable to complete his or her instructional assignment. Mt. San Jacinto Community College District 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 District to address faculty issues and conduct evaluations in accordance with the Mt. San Jacinto Community College District Faculty Contract. The District will be kept informed of the process and the progress.

Instructors for Dual Enrollment courses should consult the Faculty Handbook for the academic and professional standards of instruction for all MSJC faculty.

All Dual Enrollment courses will be taught to the approved Mt. San Jacinto Community College District course outline of record, demonstrating the pace, rigor, and quality of a college-level course. All prerequisites on the course outline of record must be adhered to for all students. Courses must meet in accordance with the approved number of hours aligned with course units:

LECTURE Hours:

- 2 units = 32-36 hours
- 3 units = 48-54 hours
- 4 units = 64-72 hours
- 5 units = 80-90 hours

LAB Hours: (with or without lecture hours)

Contact the MSJC Instruction Office for the number of hours for a particular course.

Courses may be scheduled to meet up to 10 hours more due to the possibility of classes being cancelled for school assemblies, teacher training, or other district-mandated holidays. High schools must submit the scheduled instructional hours with affiliation agreements and document any other hours associated with the course with a full explanation of how that time is being spent. Failure to comply with the Course Outline of Record and permissible hours of instruction are grounds for termination of this agreement or non-renewal of the agreement in subsequent semesters.

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 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.

To ensure effective communication between Dual Enrollment instructors and their respective MSJC departments, Dual Enrollment faculty must utilize and regularly check their MSJC email account. Communication regarding department events, CLO assessment information, and various college deadlines are circulated through MSJC email. Dual Enrollment instructors will use MSJC's Course Management System (Canvas) for their classes.

By the end of the second week of instruction each semester, a complete syllabus and schedule of all class meetings must be submitted to the respective Office of Instruction for Dual Enrollment courses. All syllabi and class schedules must meet the requirements of the Syllabus Checklist developed through the Academic Senate of MSJC; this document and the faculty handbook are updated each spring. Hours of instruction noted on the syllabus and individually listed on the class schedule must be in compliance with the Course Outline of Record. All syllabi require current Course Learning Outcomes and ADA statements.

All Dual Enrollment instructors must implement the CLO assessments for their classes according to the department schedule. Assessment scores are due with final grades for scheduled semesters and are submitted in elumen. Dual Enrollment instructors should contribute to the formation of the assessments and the completion of feedback for Course Improvement Plans. Dual Enrollment instructors should consult their Department Chairs for the CLO assessment schedules.

TIMELINE

1. All participating high schools districts will receive the current affiliation agreement by the end of the academic year.
2. All participating high schools districts will sign and submit the affiliation agreement by July 1st to the MSJC Business Services office.
3. High schools will sign and submit an Instructional Hours Verification form before the start of each term.
4. High schools will sign and submit a Dual Enrollment High School Course Request form by September 30th for the next academic year.

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:

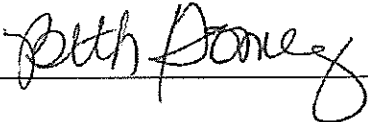
To the College: **Mt. San Jacinto Community College District**
Business Services Department
1499 N. State Street
San Jacinto, CA 92583

To the District: **Perris Union High School District**
155 East 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: Beth Gomez

Title: Vice President of Business Services

Date: 6/6/18

Perris Union High School District

Signature: _____

Name: _____

Title: _____

Date: _____

