



Dual Enrollment Program

MEMORANDUM OF UNDERSTANDING

The Santa Monica College (SMC) and the Palisades Charter High School (District) enter into this Agreement to establish a dual enrollment program.

Recitals

WHEREAS, the SMC and the District desire to offer classes to District students wherein the students may earn credit toward graduation from high school and college credit at SMC.

WHEREAS, the SMC and the District desire to work collaboratively to ensure a successful educational experience for students enrolled in college classes taught at District high schools.

WHEREAS, the SMC and the District desire to operate the program described in this Agreement pursuant to Education Code sections 48800, 48802, and 76002.

Agreement

The SMC and the District agree to the following:

- 1 **Recitals.** The above recitals are incorporated herein and made a part of this Agreement.
- 2 **Term of the Agreement.** This agreement will be in effect for Dual Enrollment courses that are not covered by the CCAP agreement and shall be effective upon ratification by the Governing Boards of the SMC and District and shall remain in effect until modified or terminated pursuant to the terms herein.
- 3 **Early Termination.** This Agreement may be terminated by either party for cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other party. Termination will be effective no sooner than 60 calendar days after receipt of the written notice or the end of the semester, whichever occurs later. The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this Agreement shall survive termination.

4 **Student Enrollment.**

- 4.1 Pursuant to Education Code section 76002, the classes conducted under this Agreement shall be open to the general public, advertised as open to the public, and

- held during a time in which the school site is not specifically closed to the public, subject to the limitations described herein.
- 4.2 The high school campus may require non-high school students to adhere to all campus policy.
 - 4.3 The District defines a “regular school day” as at least 240 minutes of instruction in high school credit only courses.
 - 4.4 The SMC shall retain the authority to restrict the admission or enrollment of a special part-time (up to and including 11 units) or full-time (12 or more units) student in any class conducted under this Agreement based on grade-level completion or assessment and placement procedures in conformance with matriculation regulations, in consultation with the District.
 - 4.5 The District shall recruit students with the necessary skills and motivation to succeed in the college class and counsel them accordingly. In making a recommendation for the program, the District shall determine that the student would benefit from advanced scholastic or vocational work pursuant to Education Code sections 48800 and 48800.5.
 - 4.6 Students must be officially enrolled and placed on the SMC roster by the second week of the District's semester.
 - 4.7 Either party may cancel a class by providing the other party with written notice prior to the second week of the District's semester.
 - 4.8 The SMC shall work collaboratively with District staff to assist in the recruitment, processing and record keeping for the class.
- 5 **District Rules and Regulations.** All students enrolled in the classes conducted under this Agreement shall be required to adhere to District and school site policies, as well as the SMC's policies.
 - 6 **Class Advertisement.** The SMC shall advertise the classes conducted under this Agreement either through the College Schedule of Classes or via electronic media. If advertised solely *via* electronic media, the classes shall be advertised for a minimum of 30 consecutive days prior to the first day of class.
 - 7 **Apportionments.**
 - 7.1 The SMC shall collect Full-Time Equivalence (FTE) apportionment for the classes conducted under this Agreement.
 - 7.2 The District shall not collect Average Daily Attendance (ADA) apportionment for the classes conducted under this Agreement.
 - 8 **Costs.** The District shall pay for all costs associated with academic modifications for qualified students with disabilities who are enrolled in the District.

- 9 **Class Schedule.** The District and the SMC shall mutually agree on the time and day of classes conducted under this Agreement.
- 10 **Facilities.** The District shall provide an appropriate room for classes conducted under this Agreement.
- 11 **Class Instructors.**
 - 11.1 The SMC shall employ and provide a qualified and credentialed instructor for each class conducted under this Agreement.
 - 11.2 The SMC shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement. Any supplemental instruction related to the material presented in classes conducted under this Agreement, that extends beyond the college schedule, is the District's responsibility.
 - 11.3 Class instructors shall be required to submit for fingerprinting and clearance required by law pursuant to SMC and the District's routine employment fingerprinting requirement, before performing any service pursuant to this Agreement or coming into contact with District students. Any SMC employee who has submitted for fingerprinting and clearance pursuant to SMC's routine procedures, shall not be required to submit additional fingerprints to the District. SMC shall ensure that class instructors' receive fingerprint clearance authorizing them to instruct District students. SMC further agrees to notify and provide the District with any subsequent arrest reports provided to SMC on any class instructor teaching under this Agreement.
 - 11.4 The District shall provide SMC class instructors with pertinent information regarding the school such as maps, bell schedules, schedule changes, school holidays, and parking instructions.
 - 11.5 The SMC class instructor shall be responsible for the supervision and evaluation of students enrolled in classes conducted under this Agreement. The SMC is responsible for the classes conducted under this Agreement and has the sole right to control and direct the instructional activities conducted therein.
- 12 **Records of Student Attendance and Achievement.** The SMC shall provide the District with a roster of participants and their final grades.
- 13 **School Site Coordinator.** The District shall provide a school site coordinator to assist in disseminating and collecting necessary information, including rosters, grades, and other records.
 - 13.1 Each School Site Coordinator shall recruit the appropriate students for classes conducted under this Agreement, assist students in completing the SMC application, assist in achieving target student enrollment (25 students in English classes, 30-35 students in all other subjects), assist class instructors with accessing classroom and necessary materials (including audio-visual equipment), and inform class instructor of class and school site schedule.
- 14 **Textbooks and Materials.** The SMC shall not be required to provide textbooks and/or materials to students enrolled in classes conducted under this Agreement. The District shall

provide all District students enrolled in classes conducted under this Agreement with all necessary textbooks and materials.

14.1 The SMC shall notify the District of selected and preferred course textbooks and materials prior to publishing the course offering in the College Schedule of Classes.

14.2 The SMC shall provide all students with information regarding where and how to purchase supplemental resources and materials for the classes conducted under this Agreement. The SMC shall provide non-District students with information where and how to purchase resources and materials for the classes conducted under this Agreement.

15 **Equipment.** The District shall furnish, all specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are the District's sole property. The District shall determine the type, make, and model of all equipment and materials to be used during each class conducted under this Agreement.

16 **Indemnification.**

16.1 The District shall defend, hold harmless, and indemnify the SMC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this Agreement that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

16.2 The SMC shall defend, hold harmless, and indemnify the District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including, but not limited to, consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the SMC, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

16.3 The District shall have no obligation to defend, hold harmless, or indemnify the SMC, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for the SMC's sole negligence or willful misconduct; and the SMC shall have no obligation to defend, hold harmless, or indemnify the District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for the District's sole negligence or willful misconduct.

16.4 This indemnification shall survive termination of this Agreement, and is in addition to any other rights or remedies that District or the SMC may have under law and/or otherwise.

17 **Insurance Requirements.** The District and the SMC shall procure and maintain for the duration of this Agreement, insurance with an insurer or insurers qualified to do business in the State of California against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The aforementioned insurance shall include coverage for: (a) Worker's Compensation in accordance with the laws of the State of California in the amount of at least \$1,000,000 per accident for bodily injury and disease; (b) comprehensive general liability and auto liability with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, and \$2,000,000 in aggregate; and, (c) comprehensive general liability with limits of not less than \$1,000,00 combined single limit, bodily injury and property damage liability per occurrence, and \$2,000,000 in aggregate. Each policy named above shall name the District and its officers agents and employees as additional insureds and shall further state that such policy is primary and any policy held by the District is excess and contributory.

18 **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment and student enrollment.

19 **General Cooperation.** The SMC and the District shall cooperate and work closely with the school site coordinator to resolve any problems that arise.

**Palisades Charter High School District
Signature**

Santa Monica College Official Signature

Title

**Vice President, Academic Affairs
Title**

Date

Date

Questions or concerns may be addressed to:

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