

Memorandum of Understanding Early College High School

El Camino Community College District, Compton Community College District and Compton Unified School District (hereafter called the CUSD) enter into the following Memorandum of Understanding (“MOU”), which is effective as of December 17, 2014 and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to this Memorandum of Understanding desire to establish an “Early College High School”, serving grades 9 – 12, and provide Concurrent Enrollment for Academic Dual Credit courses for high school students pursuant to California Education Code section 11302.

WHEREAS, the Early College High Schools will be a school with enrollment of 400 or fewer students who are eligible to earn both a high school diploma and two years of college credit toward an Associate degree;

WHEREAS the Early College High School will prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. **GOVERNANCE:** The Early College High School established under this agreement will be governed by the CUSD and will be subject to California Education Code, CUSD, state and federal policies and requirements. The Chief Administrative Officer of the Early College High School will report directly to the Superintendent of CUSD. An advisory committee comprised of representatives of CUSD, El Camino College, and Compton Community College District will meet monthly to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding effective coordination and collaboration.
2. **PROVISION OF COURSES:** El Camino College will provide credit for courses for which Course Articulation Agreements have been approved. Such courses shall have been evaluated and approved through the official El Camino College curriculum approval process, and shall be at a higher level than taught by the Early College High School.
3. **COURSE COMPLIANCE:** El Camino College is responsible for involving full-time College faculty teaching in the appropriate discipline in overseeing the El Camino College course selection and implementation in the high schools to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where El Camino College offers courses. El Camino College will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by the California Community College Chancellor’s Office, Accrediting Commission for Community and Junior Colleges, El Camino College and CUSD.

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4. **INSTRUCTORS:** All instructors must meet the El Camino College academic requirements. CUSD Instructors that meet the qualifications may be eligible to teach and would be designated as Compton Community College District adjunct faculty. Compton Community College District will pay the salaries of the instructors who teach the El Camino College courses. The parties agree and acknowledge that when CUSD Instructors are providing services pursuant to this MOU, the Instructors are not CUSD employees.
5. **FACILITIES:** Courses will be conducted at facilities provided by the CUSD and on the campus of the El Camino College Compton Center. High school students and instructors will have access to instructional and non-instructional resources available on the El Camino College Compton Center campus. Students and instructors will receive an El Camino College Compton Center identification card.
6. **TUITION AND FEES:** CUSD will be responsible for arranging payment of tuition and mandatory fees to Compton Community College District.
7. **BOOKS AND SUPPLEMENTAL MATERIALS:** El Camino College approved textbooks, syllabi, and course outlines, applicable to the courses taught at the El Camino College Compton Center campus or other instructional venues, shall apply to the courses, and all students in the courses, when offered under the provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the CUSD. El Camino College approved textbooks purchased by the school district may be used for one year from date of purchase.
8. **ENROLLMENT:** Upon mutual agreement, El Camino College Compton Center will assist the CUSD with enrolling the Early College High School students in academic dual credit courses.
9. **INSTRUCTIONAL CALENDAR:** For El Camino College courses taken for credit at the Early College High School at El Camino College Compton Center, the El Camino College instructional calendar shall be used.
10. **CONDUCT:** The Early College High School students are required to adhere to El Camino College regulations regarding facilities and equipment usage, and El Camino College and CUSD codes of conduct, subject to appropriate action taken by the CUSD and El Camino College.
11. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the El Camino College Compton Center, the response to such incidents will be based upon El Camino College policies, regulations, guidelines, and procedures.

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12. **HOLD HARMLESS AND INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance by all parties of this MOU, each party does hereby agree to indemnify and hold harmless all agents, servants, employees, and volunteers of the other party from and against any and all claims, debts, from (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this MOU; (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this MOU controlled by any party performed in conjunction with this MOU; (3) any acts or omissions of the any party, its agents, servants, or employees in the performance of this MOU.

During the effective date of this MOU, each party shall maintain in effect a policy or policies of insurance issued by one or more insurance companies and/or a memorandum or memoranda of coverage issued by a joint powers authority providing the coverage identified below:

A. Liability to a third party for bodily injury, sickness, or disease and for physical injury to tangible property and/or for loss of use of tangible property not physically injured that is neither expected nor intended from the standpoint of the insured or of the covered party. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence with an aggregate limit of no less than \$5,000,000.

B. Liability to a third party for "personal injury" offense(s) as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.

C. Liability to a third party for "errors and omissions" as defined by the applicable policy of insurance or memorandum of coverage. The policy limit or limit of liability for such coverage shall be at least \$1,000,000 per occurrence or claim with an aggregate limit of no less than \$5,000,000.

D. Automobile Liability with the following limits: Primary Bodily Injury limits of \$1,000,000 per occurrence and Primary Property Damage limits of \$5,000,000 per occurrence or combined single limits of Primary Bodily and Primary Damage of \$10,000,000 per occurrence.

E. Workers' Compensation Insurance with the limits established and required by the State of California.

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F. Employer's Liability with limits of \$1,000,000 per claim.

13. **RELATIONSHIP OF THE PARTIES.** None of the provisions of this MOU are intended to create, nor shall be deemed or construed to create, any employment relationship between any instructors providing services pursuant to this MOU and CUSD. CUSD, on one hand, and El Camino College and Compton Community College District, on the other hand, are not, and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. El Camino College and Compton Community College District are not, and shall ensure that each of its instructors, does not, hold itself, himself or herself out as an officer, agent or employee of CUSD when performing services pursuant to this MOU, or incur any contractual or financial obligation on behalf of CUSD, without CUSD's prior written consent. Compton Community College District retains full control over the employment status, compensation, and discharge of CUSD Instructors hired to perform work pursuant to this MOU. Compton Community College District will be fully responsible for its own employees, including hiring, discipline, and termination, while performing the obligations and services under the terms of this MOU.
14. **TERM.** This MOU shall commence as of the aforementioned effective date and shall continue until such time that either party gives the other party written notice of its intent to terminate the MOU, pursuant to Section 15 below.
15. **AMENDMENT AND TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. The El Camino Community College District, Compton Community College District, and CUSD reserve the right to terminate this MOU upon service of written notice to the other party 180 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 180 day period expires.
16. **INTEGRATION CLAUSE:** This MOU contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
17. **COUNTERPARTS:** This MOU may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

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IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT, EXECUTED IN THREE original counterparts on this 16th date of December.

For Compton Unified School District



Superintendent

12-19-2014

Date

For Compton Community College District

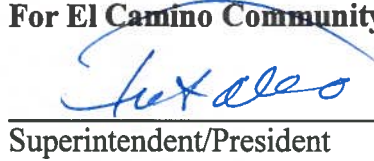


CEO

12/16/14

Date

For El Camino Community College District



Superintendent/President

12/16/14

Date