

**MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO UNIFIED
SCHOOL DISTRICT
AND
SAN DIEGO COMMUNITY COLLEGE DISTRICT**

This Agreement is entered into by and between the San Diego Unified School District, 4100 Normal Street, San Diego, California 92103, hereinafter referred to as “SDUSD,” and the San Diego Community College District, 3375 Camino del Rio South, San Diego, California 92108, hereinafter referred to as “SDCCD.”

**I.
PURPOSE**

The purpose of this Agreement is to formalize the relationship between the two institutions to collectively serve and benefit students in the San Diego community. This document shall serve as a master Agreement for programs in which SDUSD high school students participate in classes on SDCCD campuses, and by which all individual educational partnerships are authorized. The term of the Agreement is from August 1, 2020 through August 1, 2025.

**II.
DESCRIPTION OF PARTNERSHIPS**

The SDUSD Superintendent and the SDCCD Chancellor or their designees are authorized to enter into educational partnership agreements in accordance with the terms and conditions of this master Agreement.

The following are the categories of educational partnerships:

- A. **Instructional-** Provision of college classes to students while concurrently enrolled in high school. Programs include but are not limited to: college readiness classes offered during the summer, classes taught at the colleges for specified cohorts of students, and individual students enrolled in classes on the college campus before or after the minimum school day. Enrollment of high school students in community college classes on the community college campus is at the discretion of the community college. High school students may not displace regularly admitted community college students. High school students may only participate in one educational partnership program at a time.

- B. **Student Services and Outreach -** Collective efforts to provide information and transition services to middle and high school students including but not limited to: assessment, transfer planning, degree and certificate programs, orientation, financial aid, campus tours, and college and career planning.

Such student services may be coordinated directly between the college president and the high school principal.

- C. **Institutions** - The “host” institution is the SDCCD or SDUSD campus at which the program or service/outreach is being held. “Guest” staff are the SDCCD or SDUSD program representatives working on the other institution's campus (i.e., SDUSD staff are “guests” on SDCCD campuses, and SDCCD staff are “guests” on SDUSD campuses.

III. PARTNERSHIP ASSESSMENT AND EVALUATION

On or about January 1st of each year, or as necessary, SDCCD and SDUSD will conduct a joint review of existing educational partnerships and proposed new educational partnerships. The parties commit to conduct ongoing joint assessment and evaluation of educational partnerships and/or program components to ensure currency and compliance with this master Agreement, as well as federal, state, and local regulations.

IV. STUDENT SAFETY

- A. During an emergency, it is the responsibility of guest administrators, teachers and students to follow the applicable facility’s site emergency response plan. If there are not conditions outlined in the plan to address guest administrators, teachers and students, the plans should be updated and disseminated to guest staff. Guest staff should participate in the host facility’s normal drills. When the emergency has subsided, it is the host administration’s responsibility to notify the other entity with details related to the disposition of students and staff and whether additional assistance is needed. It is important that both entities recognize that Government Code section 3100-3109 describes all public employees as “disaster service workers.”
- B. SDUSD agrees to provide one administrator or designee from each high school or program located on a SDCCD campus to be trained in Community-Campus Emergency Response Team (C-CERT) procedures and that this SDUSD representative will maintain their certification on an annual basis or as required. SDUSD agrees to notify SDCCD of additional staff members requiring C-CERT training. SDCCD will provide C-CERT training to SDUSD representatives whose programs are located on SDCCD campuses.
- C. **Mandated Reporting** - SDCCD acknowledges that its faculty and any community college employee who has direct contact with minors are considered mandated reporters of child abuse.

- D. The principal or director of every SDUSD school program held on SDCCD property shall be designated as a campus security authority (CSA) within the meaning of the Clery Act (20 US 1092[f]). SDCCD will be responsible for training the designated CSA.
- E. Incidents of Sexual Violence - SDUSD agrees to take responsibility for victim support and appropriate follow up for all incidents of sexual violence involving a SDUSD student attending high school classes on the college campuses. Reports of sexual violence involving SDUSD students concurrently enrolled in college classes shall be processed through the college Title IX Coordinator in consultation with the partnership high school.
- F. Timely warning notices issued by SDCCD College Police shall also be sent to the Office of Leadership and Learning. Timely warning notices issued by SDUSD shall be sent to the respective College President.

**V.
STUDENT RESPONSIBILITIES**

SDUSD students are expected to adhere to SDCCD policies and Student Code of Conduct at all times. Students shall acknowledge receipt of protocols for violation follow-up. Any disciplinary action for students enrolled in educational partnerships is the responsibility of SDUSD. The college reserves the right to remove a SDUSD student who is attending a class hosted on the college campus, or from the college campus for a violation of SDCCD's Visitor Code of Conduct. Students, and parents of students attending high school classes on the college campus understand that they are guests and must comply with the Visitor Code of Conduct at all times.

SDCCD will provide academic accommodations for students with disabilities. It is the student's responsibility to identify the need for such accommodation and to notify the course instructor within the first week of class. The SDUSD Office of Leadership and Learning will ensure that SDCCD academic accommodation request forms and guidelines are available to individual students and counselors as needed.

**VI.
STUDENT CONFIDENTIALITY**

- A. Both institutions shall be familiar with, understand, and follow applicable SDUSD and SDCCD policies and procedures, which are available on the districts' websites (www.sandi.net, www.sdccd.edu).
- B. Both institutions shall keep confidential student information in conformance

with all policies and procedures of both districts, as well as applicable state and federal laws and regulations, including but not limited to Federal Family Educational Rights and Privacy Act (FERPA) of 1974. Both institutions' obligations hereunder shall include the obligation to defend, indemnify, and hold harmless the indemnified parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by the failure to comply with student confidentiality requirements.

VII. EMPLOYEE RESPONSIBILITIES

- A. Staff are responsible for knowing all relevant policies, procedures, and protocols of their assigned campus (SDCCCD staff on SDUSD campuses and vice versa) as well as the responsibilities for student safety and confidentiality of student records and as described in Sections IV and VI of this Agreement.
- B. SDUSD staff are responsible for securing signed acknowledgement of risk forms from the student's legal guardian. The form will be jointly developed by SDCCCD and SDUSD and include language covering Education Code 48980. The form will include, among other items, acknowledgment that the course content of classes offered by SDCCCD is college level and might not otherwise be appropriate for minor students and that SDCCCD facilities are open campuses. In addition, SDUSD staff are responsible for securing signed consent for SDCCCD to authorize medical treatment on behalf of students from the student's legal guardian. Such executed forms are to be provided to SDCCCD prior to the commencement of the first day of any classes or programs covered by this Agreement.
- C. SDCCCD agrees to provide SDUSD with its current campus/district policies, procedures and protocols that impact SDUSD staff and parents prior to the start of the Fall semester. The SDUSD Superintendent's representative and the principal of the corresponding high school agree to accept these materials on behalf of SDUSD and acknowledge that staff, students and parents will be made aware of and trained on these materials as acknowledged by the signature of receipt of these materials. Further, SDUSD agrees not to commence classes for its students in the fall of each academic year until said materials have been acknowledged through the signature of both the SDUSD Superintendent's representative and the principal of the corresponding high school. In the event that SDCCCD does not provide SDUSD with these materials by the end of August of each academic year, then the proceeding year's rules and protocols shall govern both parties and the same acknowledgement format of acceptance of these rules and protocols will be followed by SDUSD.

- D. No officer, agent or employee of SDUSD or SDCCD shall be deemed an officer, agent or employee of the other party. Neither SDUSD nor SDCCD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.
- E. In the event of SDUSD or SDCCD online learning, online courses may be made available to students.

VIII. FUNDING/EXPENSES

- A. Apportionment - Concurrently enrolled high school students shall receive college credit for all college classes offered by the SDCCD. SDCCD shall claim all attendance of concurrently enrolled high school students in college classes for state funding. SDUSD will ensure that all students granted permission by the high school principal and parent to attend a college class while concurrently enrolled in high school are not claimed for Average Daily Attendance (ADA) in accordance with state regulations.
- B. Textbooks and Instructional Materials - SDUSD will ensure that concurrently enrolled high school students shall obtain textbooks and required materials for all college classes. Students shall not be required to pay for textbooks or instructional materials.
- C. Enrollment Fees - SDCCD agrees to waive the enrollment fee for all concurrently enrolled SDUSD high school students participating in educational partnerships.
- D. Non-resident Tuition - Concurrently enrolled high school students who are not residents of the State of California for tuition purposes shall have their non-resident tuition waived.
- E. Health Fee - Concurrently enrolled high school students attending classes on the college campus shall be subject to the SDCCD health fee.

IX. DATA SHARING/OWNERSHIP

- A. SDCCD and SDUSD desire to monitor and evaluate student progress and success and improve education programs through the analysis of academic performance data concerning their students; and
- B. In order to obtain necessary historical performance data on students exiting

from SDUSD and subsequently enrolling SDCCD, it is necessary for the parties to share student data on an ongoing basis at times and in forms agreed to by the parties. SDCCD will subsequently provide at times and in forms agreed by the parties' data back to SDUSD concerning the performance of the former SDUSD students who subsequently enrolled at SDCCD.

- C. The parties to this Agreement will maintain as confidential all data received from the other party. Each party will establish at least the safeguards set forth in this paragraph to ensure the continued confidentiality and security of the student data and to preclude the personal identification of students by persons other than designated officials of the districts. All student records will be kept in secure facilities. All staff involved in the data sharing process will be required to sign a confidentiality agreement promising to keep confidential all information concerning students. The use of passwords will be required to access the data. Procedures will be put in place that require the changing of these passwords on a frequent basis. Any information published in any form will not have the potential to identify individual students.
- D. Current student data from SDUSD and SDCCD shall be placed in Cal-PASS Plus annually as an intermediary to facilitate data sharing between the parties. SDUSD will upload student data to California Longitudinal Pupil Achievement Data (CALPADS) and maintain an agreement with Cal-PASS Plus such that Cal-PASS Plus is authorized to obtain agreed upon data for grades 7 - 12 students from CALPADS. SDCCD will maintain an agreement with Cal-PASS Plus to provide agreed upon data. SDUSD and SDCCD will initiate data requests using Cal-PASS Plus protocols, i.e., requesting party submits request to Cal-PASS Plus, Cal-PASS Plus seeks approval from data owner to fulfill request, Cal-PASS Plus provides data for approved requests.
- E. Requests for data will be initiated through the SDCCD Vice Chancellor of Student Services and the SDUSD Executive Director, Integrated Technology Support Services. The parties further agree that SDUSD will remind parents of students participating in community college educational partnerships that parents cannot access their child's SDCCD academic record without written permission of the student.

X.

INDEMNIFICATION AND INSURANCE

- A. Liability - The parties agree to allocate potential liability between themselves with the intent that SDCCD shall generally be responsible for the acts and omission of its own employees and SDUSD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in

Section B., Mutual Indemnification.

- B. Mutual Indemnification - In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the SDCCD and SDUSD agree to the following:
1. Claims Arising from Sole Acts or Omission of SDCCD - The SDCCD agrees to defend and indemnify the SDUSD, its agents, officers and employees from any claim, action or proceeding against SDUSD, arising solely out of the acts or omissions of the SDCCD in the performance of this Agreement. At its sole discretion, SDUSD may participate at its own expenses in the defense of any claim, action or proceeding, but such participation shall not relieve the SDCCD of any obligation imposed by this Agreement. SDUSD shall notify the SDCCD promptly of any claim, action or proceeding and cooperate fully in its defense.
 2. Claims Arising from the Sole Acts or Omissions of SDUSD - SDUSD agrees to defend and indemnify the SDCCD, its agents, officers and employees from any claim, action or proceeding against SDCCD, arising solely out of the acts or omissions of the SDUSD in the performance of this Agreement. At its sole discretion, SDCCD may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the SDUSD of any obligation imposed by this Agreement. SDCCD shall notify SDUSD promptly of any claim, action or proceeding and cooperate fully in the defense.
 3. Claims Arising from Concurrent Acts or Omissions - SDCCD agrees to defend itself and the SDUSD agrees to defend itself, from any claim, action or proceeding arising out of the concurrent action or omissions of SDCCD and SDUSD. In such cases, SDCCD and SDUSD agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs except as provided in the paragraph below.
 4. Joint Defense - Notwithstanding paragraph above, in a case where SDCCD and SDUSD agree in writing to a joint defense, SDCCD and SDUSD may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omission of SDUSD and SDCCD. Joint defense counsel shall be selected by mutual agreement of the SDCCD and SDUSD. SDCCD and SDUSD agree to

share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. SDCCD and SDUSD further agree that neither party may bind the other to a settlement agreement without the written consent of both SDCCD and SDUSD.

5. Reimbursement and /or Reallocation - Where a trial verdict, or neutral third party in an arbitration award allocates or determines the comparative fault of the parties, SDCCD and SDUSD may seek reimbursement and /or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

C. Insurance - Without limiting the indemnification, each party shall maintain or cause to be maintained the following insurance coverage:

1. A policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate;
2. A policy of workers' compensation providing statutory coverage;
3. A policy of professional errors and omissions liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence/aggregate; and
4. Such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party as an additional insured. A Certificate of Insurance certifying that coverage as required herein has been obtained shall be provided to the other party. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

XI. TERMINATION

This Agreement may be terminated upon six months' written notice by either party. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted six months prior to the beginning of the semester for which it will be in effect. Each individual program agreement made pursuant to this master Agreement must address how the program will cease should this master Agreement be terminated.

**XII.
ASSIGNMENT**

Neither SDUSD nor SDCCD may assign or transfer any interest in this Agreement without the prior written consent of the other party.

**XIII.
NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following person and at the following addresses:

Community College District
Constance M. Carroll, Ph.D.
Chancellor
San Diego Community College District
3375 Camino del Rio South
San Diego, CA 92108

San Diego Unified School District
Andrea R. O'Hara, M.A.
Strategic Sourcing and Contracts Officer
San Diego Unified School District
2351 Cardinal Lane
San Diego, CA 92123-3799

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**XVII.
CONTRACT DOCUMENTS**

This Agreement includes the terms and conditions set forth in this document. The duly authorized representatives of the parties sign this Agreement below.

The duly authorized representatives of the parties sign this Agreement below.

San Diego Community College District

San Diego Unified School District

By: _____
CONSTANCE M. CARROLL, Ph.D.
Chancellor

By: _____
ANDREA R. O’HARA, M.A.
Strategic Sourcing and Contracts Officer

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

Amy J. Bozone, Assistant General Counsel II
SAN DIEGO UNIFIED SCHOOL DISTRICT

Date

Approved in a public meeting of the Board of
Education of the San Diego Unified School
District on

Marty Stultz, Board Action Officer
SAN DIEGO UNIFIED SCHOOL DISTRICT
Board of Education

Date

APPROVED AS TO CONTENT

Sarah Vielma, Director, College, Career and
Technical Education

Contract #: SV21-0276-92

SAN DIEGO UNIFIED SCHOOL DISTRICT

Date