

MEMORANDUM OF UNDERSTANDING
between
WEST KERN COMMUNITY COLLEGE
DISTRICT
and
ORCUTT UNION SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between West Kern Community College District (WKCCD, hereinafter referred to as the COLLEGE) and the Orcutt Union School District (OUSD, hereinafter referred to as the SCHOOL).

The parties hereto agree:

I. **TERM**

This MOU shall become effective Fall 2024 beginning July 1, 2024, and terminating on June 30, 2025. This agreement is valid for 1 academic year with the possibility to be renewed or extended by mutual agreement. The COLLEGE shall have the right to void any portion of this MOU at the conclusion of a semester should the COLLEGE agree to offer the course(s) as Concurrent (Dual) Enrollment.

II. **PURPOSE**

The purpose of this MOU is to allow the SCHOOL to request delivery of Concurrent (Dual) Enrollment courses from the COLLEGE as outlined in an agreement between the SCHOOL and Allan Hancock College (AHC). The COLLEGE is permitted by AHC to offer courses outlined below.

III. **RESPONSIBILITIES**

- A. SCHOOL responsibilities: The SCHOOL will follow instructor and student onboarding processes for concurrent (dual) enrollment courses as required by COLLEGE.
- B. SCHOOL responsibilities: The SCHOOL may schedule with COLLEGE the courses listed below for 2024/2025 academic year:
- ENGL 1600- Critical Thinking, Literature, and Composition
 - ENGL 2700- British Literature 1
 - ENGL 2750- British Literature 2
 - MATH 1540- Precalculus Mathematics
 - MATH 2100- Analytic Geometry and Calculus I
 - MATH 2120- Analytic Geometry and Calculus II
 - SPAN 1602- Elementary Spanish II
- C. SCHOOL responsibilities: The SCHOOL will be responsible for providing all materials required for the courses outlined in this agreement.

- D. COLLEGE responsibilities: The COLLEGE will provide the SCHOOL instructor with necessary information to prepare for courses (such as Orientation, COR, Canvas support, etc.).
- E. COLLEGE responsibilities: The COLLEGE will provide the SCHOOL a reimbursement of \$1,500 per approved Dual Enrollment course section taught by SCHOOL instructors to offset supplies and materials costs necessary for course.

IV. CONFIDENTIALITY

Each party shall ensure information is kept confidential in accordance with applicable Federal, State, and local law. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure modification and destruction.

V. PROTOCOLS FOR INFORMATION SHARING

Both parties understand and agree that education records of students participating in this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. COLLEGE and SCHOOL agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the student's prior written consent.

Information sharing between the COLLEGE and SCHOOL will include the following: admissions, registration, and grade information. Information will be shared between COLLEGE and SCHOOL points of contact named in Section IX of this agreement. Information sharing will only be on a legitimate need-to-know basis for dually enrolled students participating in courses listed in this agreement.

VI. INSTRUCTORS

As set forth in Title 5, CCR § 53410, all instructors teaching COLLEGE courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed by WKCCD Human Resources Department and hired using the established Taft College faculty hiring practices and policies.

Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.

Dual Enrollment courses will be evaluated by COLLEGE as outlined in Taft College's collective bargaining agreement (Article 6.8.3, TC Collective Bargaining Agreement).

VII. INDEMNITY

The SCHOOL agrees to indemnify, defend and hold harmless the COLLEGE, its officers, agents and employees from any and all claims, injuries, losses or damage, which arise in any way out of or in connection with performance of this MOU by the SCHOOL or its officers, employees and agents and either directly or indirectly, from any act, error or omission or negligence of the SCHOOL or any of its officers, employees or agents.

The COLLEGE agrees to indemnify, defend and hold harmless the SCHOOL its officers, employees and agents from any and all claims, injuries, losses or damage, which arise in any way in connection with performance of this MOU by the COLLEGE or any of its officers, employees or agents and either directly or indirectly, from any act, error or omission or negligence of the COLLEGE or any of its officers, employees or agents.

VIII. NON-DISCRIMINATION CLAUSE

The SCHOOL and the COLLEGE mutually affirm that they shall not discriminate against any person in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability, medical condition or status as a Vietnam-era veteran.

IX. CHANGES

Changes to this MOU shall be addressed to the contact persons listed herein.

Contact person for the COLLEGE:

Name: Jaime Lopez
Title: Associate Dean
of Instruction
Address: 29 Cougar Court
Taft, CA 93628
Phone: 661-763-7845
Email: jlopez@taftcollege.edu

Contact person for the SCHOOL:

Name: Josh Ostini
Title: Vice Principal
Address: 610 Pinal Ave, Orcutt,
CA 93455
Phone: 805-938-8550
Email: jostini@orcutt-schools.net

Cc alternate person for the COLLEGE:

Name: Leslie Minor
Title: VP Instruction
Address: 29 Cougar Court
Taft, CA 93628
Phone: 661-763-7871
Email: lminor@taftcollege.edu

IN WITNESS WHEREOF the COLLEGE and the SCHOOL hereby agree to the terms of this MOU.

Approved for WKCCD:

Brock McMurray

Interim Superintendent/President

Date: _____

Approved for OUSD

Dr. Holly Edds

Superintendent

Date: _____