

**Memorandum of Understanding between
FALLBROOK UNION HIGH SCHOOL DISTRICT
AND
PALOMAR COMMUNITY COLLEGE DISTRICT**

This Memorandum of Understanding, entered into on this 11st day of June, 2018, by and between the FALLBROOK UNION HIGH SCHOOL DISTRICT, 2234 South Stage Coach Lane, Fallbrook, CA 92028, hereinafter referred to as "FUHSD" and PALOMAR COMMUNITY COLLEGE DISTRICT, 1140 W. Mission Road, San Marcos, CA 92069, hereinafter referred to as "PCCD", for the **GEAR UP Partnership Grant Program**, hereinafter referred to as "GEAR UP" at **Fallbrook High School**.

FUHSD and PCCD intend to work together toward the mutual goal of providing early interventions to cohort classes of 2022 and 2023 **students** to prepare them for education beyond high school by: 1) increasing academic performance and preparation for postsecondary education; 1.1) increasing student enrollment in rigorous courses that reflect challenging academic standards; 1.2) increasing student knowledge and demonstration of necessary academic preparation for college; 2) increasing high school graduation and participation in postsecondary education; 2.1) increasing high school graduation rates; 2.2) increasing student enrollment and success in postsecondary education; 3) increasing GEAR UP students' and their families' knowledge of postsecondary education options, preparation, and financing; 3.1) increasing education expectations; 3.2) increasing students' knowledge of and access to financial assistance for postsecondary education. Both agencies believe that the implementation of the GEAR UP Program at Fallbrook High School is essential to furthering this goal. To this end, each agency agrees to coordinate/provide the following services:

1. RESPONSIBILITIES OF THE FALLBROOK UNION HIGH SCHOOL DISTRICT

FUHSD shall provide the following supports:

- A. Collaborate with the GEAR UP team to implement all grant activities including participant evaluations from June 11, 2018 through October 01, 2023.
- B. Facilitate and encourage participation of Fallbrook High School staff and faculty in GEAR UP programs.
- C. Provide use of the facility (i.e. meeting rooms, general assembly areas, etc.) currently used by the Palomar night school program including, equipment, software (as allowed by the school district), or other resources used by Fallbrook students (i.e. curriculum, textbooks, district publications, etc.).
- D. Include GEAR UP in organizational publications, reports, websites, or annual meetings.
- E. Provide student and parent data required for the maintenance and completion of GEAR UP databases, reports, and other communications. Fallbrook will not create reports it does not currently create during its normal course of business or that violates student confidentiality.

II. RESPONSIBILITIES OF PALOMAR COMMUNITY COLLEGE DISTRICT

PCCD shall perform the following duties:

- A. Act as the lead agency for fiscal administration, program coordination and service delivery.
- B. Provide the GEAR UP program components year round, including: before, during, and after school, non-student days, school breaks, and evenings and weekends at Fallbrook High School, which meets **all program goals, objectives and outcomes** as required by the MOU with the U.S. Department of Education.
- C. Work to enhance and supplement our current before and after school tutoring services and other student support interventions, parent programs, teacher professional development, and community relations.
- D. Provide college workshops, presentations, and tutoring to be held on Fallbrook High School campus.
- E. Provide PCCD staff members to serve the project.
- F. Provide funding for staff development opportunities, tutors, after school activities, and project coordination.
- G. Complete enrollment forms, daily sign in/out sheets, and monthly attendance rosters on all youth participating in the program.
- H. Provide leadership, cooperation and information for evaluation and measurement components of the program.
- I. Assure that all PCCD employees are fingerprinted per district requirements and monitor the interaction of employees with Fallbrook students.

IV. COMPENSATION

- A. PCCD agrees to reimburse FUHSD the sum of up to \$50,000 per school year per school as allocated based on budget submittal and reimbursed on a monthly and/or quarterly basis as expended for fiscal year starting July 11, 2018 and concluding June 30, 2023 from the GEAR UP program funds granted to PCCD by the U.S. Department of Education to provide GEAR UP programs at Fallbrook High school.
- B. All purchases and expenditures will be preapproved by the site supervisor for the GEAR UP program at each site.
- C. Payment terms: FUHSD will provide monthly invoices with a summary of expenses that lists expenses by school site and copies of all paid invoices.

V. TERM/TERMINATION

The term of this MOU shall commence on June 11, 2018 and continue through October 01, 2023. This MOU may be reviewed by both parties annually or as needed during the term of this agreement. This MOU may be terminated by either party upon thirty (30) day advance written notice unless extenuating circumstances require a shorter period.

VI. AMENDMENTS

Amendments to this MOU may be made with a mutual written agreement by both parties.

VII. HOLD HARMLESS INDEMNIFICATION

- A. PCCD agrees to indemnify, defend and hold harmless the FUHSD, its board of trustees, officers, agents, and employees against any and all claims, cost, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of PCCD. It is understood that such indemnity shall survive the termination of this MOU.
- B. The FUHSD agrees to indemnify, defend and hold harmless PCCD, its board of trustees, directors, officers, agents, and employees against any and all claims, cost, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of the FUHSD. It is understood that such indemnity shall survive the termination of this MOU.
- C. PCCD is required to carry commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate, combined single limit for bodily injury and property damage and name the district, its officers, agents, and employees as additional insured. PCCD shall provide the district with a certificate of insurance and endorsements evidencing this coverage.
- D. PCCD is required to submit a completed "Application of Use of Facilities" form to FUHSD for each campus on an annual basis.
- E. Responsibilities listed in this agreement may not be assigned/sold to another party unless both parties agree.

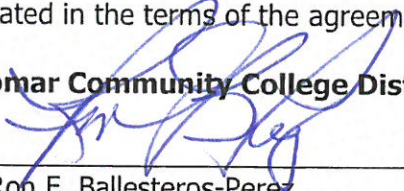
VIII. FINGERPRINT CLEARANCE

PCCD is responsible to insure that its employees working with students are fingerprinted and TB tested. PCCD will conduct the fingerprinting process so as to not place any individual at a school site who has a conviction of a serious or violent felony as defined by the Education Code Section 44830.1, or sex offense as defined in the Education Code Section 44011 or controlled substance offense as defined by Education code 44011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day indicated in the terms of the agreement.

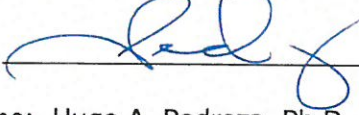
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day indicated in the terms of the agreement.

Palomar Community College District

By: 
Ron E. Ballesteros-Perez
Assistant Superintendent/Vice President
Finance & Administrative Services

Date: 6/28/18

Fallbrook Union High School District

By: 
Name: Hugo A. Pedroza, Ph.D.

Title: Superintendent

Date: June 25, 2018