

MEMORANDUM OF UNDERSTANDING

Southeastern Regional Vocational Technical High School (herein called “the District”) and Massasoit Community College (herein called “the College”) enter into the following Memorandum of Understanding (“Agreement”).

1. Purpose: The purpose of this Agreement is to facilitate cooperation between the College and the District in the provision of the Gateway to College Program for District students to earn high school and college credit.
2. Gateway to College Program: The Gateway to College Program enables students to gain a high school diploma while earning college credit at the College. Students will participate in small classes, work with tutors and counselors, and receive support services in order to facilitate their success.
3. Term: The term of this Agreement is April 11, 2019 to June 30, 2022 and is renewable for like terms upon the mutual, written consent of the Parties.
4. Curriculum and Testing: The College and the District agree upon the attached course alignment (Attachment A) which will align high school and college courses for Gateway to College students. The District shall retain responsibility for MCAS, a necessary requirement for earning a high school diploma. Students may take the MCAS exam (full version/retest) at the College.
5. Facilities and Instruction: The College, at its discretion, will provide facilities and faculty as needed to support the Gateway to College Program.
6. Reports and Payment: The College shall provide a report to the District at the end of each semester reflecting the number of District students serviced and the District shall pay for these services within 30 days. At the beginning of each semester, the College provides a window in which to add or drop courses from their schedule without penalty. Students who stop attending prior to the College’s add/drop window will not be included in the report. Students who stop attending after the College’s add/drop window will be charged for the semester.

Payment for services shall be calculated by semester based on \$2,500 per student for a cohort of 31-45 students.

7. Public Relations/Media Releases: All public relations and media releases will be subject to approval by the College and the District. The District will help promote the Gateway to College Program and assist with recruitment of students.
8. Role of the Liaison: A representative from the District will serve as the Gateway to College Liaison (herein called “the Liaison”). The Liaison’s role is to help promote the Gateway to College Program, assist with recruitment of students, provide MCAS results, verify transcripts, and other relevant duties while working with Gateway to College staff to ensure the success of the Program and its students.
9. Eligibility for Gateway to College: Students will have to meet all of the College’s admissions requirements for enrollment. Students must also meet the following criteria:
 - a. Applicants must be at least 16 years of age and not older than 21 years of age at the time of application.
 - b. Applicants must reside within the District boundaries and be enrolled or re-enrolled in the District and the College.
 - c. Applicants must have approval of the District in order to participate in the Program.
 - d. Applicants must not have obtained a U.S. high school diploma or GED prior to enrolling in the Program.
 - e. Applicants must be able to complete requirements to receive a high school diploma before their 22nd birthday.

The College retains the authority and discretions over all student enrollment decisions in the Program. Exceptions to the above criteria may be made on an individual student basis by the Director of the Gateway to College Program or designee.

10. District: The District agrees to actively support, financially or otherwise, eligible students enrolled in the Gateway to College Program.
11. Records: The parties agree that in order to participate in the Gateway to College Program, students shall complete the “Consent to Release Records” form (Attachment B). The parties agree to comply with federal laws applicable to student records. The College also agrees to comply with state law requirements for maintenance of student’s records necessary to grant high school credit.

12. Student Accountability: All participating students will be subject to the policies and procedures of the College and the Gateway to College Program, including but not limited to, the Student Code of Conduct, Sexual Harassment Policy, and Policy on Affirmative Equal Opportunity & Diversity.
13. Calendar: Students will adhere to the College's academic calendar.
14. Meals: Students will be responsible for providing their own meals.
15. Transportation: Students will be responsible for providing their own transportation.
16. Diploma: The District will issue a diploma upon receipt of satisfactory documentation that the student has passed MCAS, completed required course work, and met Gateway to College Program graduation requirements that include a student portfolio, and to perform 10 hours of community civic engagement every semester, or a minimum of 30 hours by the time they complete the program.

The College retains the authority and discretion over all graduations requirements for the Program. The Director of the Gateway to College Program, or designee, may make exceptions to the above Gateway to College requirements on an individual student basis.

17. Students with Special Needs: The District retains all obligations under the Individuals with Disabilities Education Act ("IDEA"), including but not limited to Child Find and Individual Education Programs for Gateway to College students. The College agrees that it will cooperate with the District regarding the District's IDEA obligations to the extent legally permissible. For example, the Gateway to College Program Director or Designee may participate in TEAM meetings as appropriate.

Notwithstanding, the College may provide services and accommodations to eligible Gateway to College students with disabilities consistent with the College's policies and procedures.

18. Textbooks: The College will provide to Gateway to College students all textbooks and supplemental instructional materials required for classes. Students will be required to return all textbooks and supplemental instructional materials to the College and the end of each semester/course or will be charged for replacements. Students who do not pay for replacements (or return the textbooks and supplemental instructional materials) may become ineligible to continue in the Program. Students will be will be required to furnish their own school supplies such as pens, paper, and book bags.

19. Default: The District will default under this Agreement if:

The College does not receive any payment within thirty (30) days after the due date.

Should the District default, the District shall immediately pay all outstanding but undisputed invoices to the College. If the District fails to do so within thirty (30) days of the College putting the District on notice of said default, the College has the right to pursue collection of any outstanding obligations through all available legal means. The District shall be liable for all collection costs incurred by the College as a result of failure to pay outstanding but undisputed invoiced amounts.

20. Prohibition Against Assignment, Transfer, And Subcontracting: Neither party shall assign, transfer, or dispose in any way any right of interest in this Agreement, and neither party shall subcontract any services to be performed under this Agreement.
21. Independent Contractor: Each party to this Agreement will conduct itself consistent with its status, said status being that of an independent contractor, and each party hereby agrees that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of other party, nor make claim to any rights accruing to an officer or employee of the other party.
22. Indemnification Clause: The District shall defend and indemnify the College and Gateway to College Program against any and all claims, costs, damages, fees, or injuries to persons or property of whatsoever kind or nature arising from acts of the District or, its employees or agents, in the course of their activities under this Agreement. Likewise, and to the extent permitted by applicable law, the College and Gateway to College Program shall defend and indemnify the District against any and all claims, costs, damages, fees, or injuries to persons or property of whatsoever kind or nature arising from acts of the College or Gateway to College Program or, its employees or agents, in the course of their activities under this Agreement.
23. Entire Agreement: This Agreement constitutes the entire Agreement of the parties hereto and all previous communication between parties, whether written or oral, with the reference to the subject matter of this Agreement, is hereby superseded. There are no understandings, representations or warranties expressed or implied, that are not specified herein. No changes will be made to any of the terms of this Agreement, nor any provisions waived, without the prior written consent of the District or the College.

24. Termination: This Agreement may be terminated by either party for any reason at the close of a semester, so long as the other party has been provided with a minimum of one (1) year written notice. It may also be terminated at any time with 30 days' notice, upon receipt of written notice from the Department of Elementary and Secondary Education that this agreement is not consistent with state or federal regulations.
25. Governing Law: The Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

FOR COLLEGE



Dr. Gena Glickman, President
Massasoit Community College
1 Massasoit Blvd.
Brockton, MA 02302

4/2016

Date

FOR DISTRICT



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Luis Lopes, Superintendent
Southeastern Regional Vocational Technical High School
250 Foundry Street
South Easton, MA 02375

4/16/2019

Date

**ATTACHMENT A
GRADUATION PLAN**

Grade Level	College Courses	District Equivalent
Grade 10	SPCH 105 Speech Communication	Elective
Grade 10	MLSP 101 Begin Spanish I	Spanish I
Grade 10	MLSP 102 Begin Spanish II	Spanish II
Grade 10	ENGL 101 English Composition I	Elective
Grade 11	HIST 104 United States History II	US History II
Grade 11	MATH 203 College Algebra	Alg II OR Trig w/Adv. Algebra
Grade 11	PSYC 101 General Psychology	Elective
Grade 11	ENGL 102 English Composition II	Elective
Grade 11	BIOL 101 Science for Life	Science Elective
Grade 11	ENGL 214 American Literature since 1860	American Literature
Grade 11	SOCI 104 Principles of Sociology	Elective
Grade 11	ARTG 100 Art History of the West. World	Elective
	ARTG 101 History of Art	
Grade 12	GOVT 105 American National Government	American Government
Grade 12	MATH 217 Precalculus	Precalculus
Grade 12	PHIL 102 Intro to Logic	Elective
Grade 12	BIOL 140 Introductory Biology	Science CORE
	BIOL 142 Lab for Introductory Biology	
Grade 12	ENGL 201 British Literature I	British Literature
Grade 12	ACCT 103 Accounting Survey	Elective
Grade 12	ANTH 101 Intro to Anthropology	Elective
Grade 12	ARTG 102 History of Art 2	Elective

Required course work is determined by Accuplacer scores, the sending school district or credits granted on high school transcript. Graduation Plans are subject to change depending on number of classes taken and passed successfully each semester. To graduate, students must submit and present a Student Portfolio, complete 10 hours of community civic engagement every semester, or 30 hours minimum, pass all required course work, and be eligible for a high school diploma from the sending district after passing MCAS and meeting sending district requirements. Any course can be waived and/or required at the discretion of the sending school district.

**ATTACHEMENT B
CONSENT TO RELEASE RECORDS/INFORMATION**

I, _____
(First Name of Student) (Middle Initial) (Last Name of Student) (Date of Birth) (SSN)

understand that my student record information maintained by Massasoit Community College (MCC) and Southeastern Regional Vocational Technical High School ("the District") is confidential and shall not be released without my consent except under limited circumstances, consistent with the Family Educational Rights and Privacy Act (FERPA).

I hereby authorize the District to release student record information to MCC and the Gateway to College Program; and MCC to release student record information to the District; and MCC to release student record information to the Gateway to College National Network for the purpose of studying Program and instruction improvement.

In addition, I also authorize MCC to release student record information to the following parent(s) or legal guardian(s)

Printed Name of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

Student Signature _____

Date _____