



**Memorandum of Understanding**  
Between  
Yonkers Public Schools District and The College of Westchester  
2020-2021

RE: Charles E. Gorton High School, Smart Scholar Early College Program

The College of Westchester and the Yonkers Public Schools District (herein called the “District”) enter the following Memorandum of Understanding to partner with Charles E. Gorton High School, Smart Scholar Early College Program.

WHEREAS the parties to this Memorandum of Understanding desire to collaborate with Charles E. Gorton High School, Smart Scholar Early College Program to provide an opportunity for high school students to have college experience. The College of Westchester and the District will work together to blend curriculum and provide Concurrent Enrollment for Academic Dual Credit University/College courses for high school students. The target population is for students in grades 10 – 12, who are underserved and highly motivated but have not necessarily received the academic preparation needed for a smooth transition into post-secondary education; and

WHEREAS Charles E. Gorton High School, Smart Scholar Early College Program enroll students who earn both a high school diploma and a minimum of 24 college credits that can be used towards completing an Associates or Bachelor’s degree; and

WHEREAS Charles E. Gorton High School, Smart Scholar Early College Program 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;

WHEREAS Charles E. Gorton High School, Smart Scholar Early College Program prepare high school students with successful integration in post-secondary education and minimize the need for remedial education.

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

1. **GOVERNANCE:** The Charles E. Gorton High School, Smart Scholar Early College Program under this agreement will be governed by the District and subject to district, state, and federal policies and requirements. The instructional leaders of Charles E. Gorton High School, Smart Scholar Early College Program will report to the District’s Senior Officer of the Office. A Board of Advisors comprising of representatives of the District, the Yonkers Federation of Teachers, philanthropic industry partners, member(s) of the community and a Charles E. Gorton High School, Smart Scholar Early College Program Parent will meet quarterly to establish community networks, evaluate instructional and programmatic activities, identify problems, issues and challenges that arise and make recommendations regarding more effective coordination and collaboration.
2. **PROVISIONS OF COURSES:** The College of Westchester will give credit for courses for which Course Articulation Agreements have been approved through the Early College Experience (ECE) program, and whereby such courses shall have been evaluated and approved through the official University/College curriculum approval process, and shall meet or exceed the instructional rigor of a college level-course.

3. **COURSE COMPLIANCE:** The College of Westchester is responsible for involving full-time faculty teaching in the discipline in overseeing University/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 The College of Westchester offers courses. The College of Westchester will designate staff personnel to assure compliance with the Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, the University/College, and the District. Meetings will be scheduled at regular intervals at the discretion of The College of Westchester and the Charles E. Gorton High School, Smart Scholar Early College Program team.
4. **INSTRUCTORS:** All instructors must meet the same minimum qualifications as required by The College of Westchester's academic department to be considered as instructors for The College of Westchester College credit courses. Instructors provided by the District will be designated as The College of Westchester's Dual Enrollment Instructors. The College of Westchester will provide an instructor for any Academic Dual Credit course conducted on campus, and the District will provide an instructor for the approved Academic Dual Credit course conducted in the high school.
5. **FACILITIES:** Courses will be conducted at the campuses of the University/College or Charles E. Gorton High School, Smart Scholar Early College Program. High School students and high school instructors will have access to instructional resources available on the campus of the University/College. Students will be primarily housed at Charles E. Gorton High School, Smart Scholar Early College Program.
6. **ADDITIONAL SERVICES:** The College of Westchester will consider possibilities to provide opportunities for job shadowing, internships, community service through its partnerships with businesses to help students develop the soft skills required for college and career readiness.
7. **TUITION AND FEES:** The District will be responsible for arranging payment of tuition, and students will be exempt from additional mandatory fees.
8. **BOOKS AND SUPPLEMENTAL MATERIALS:** University/College approved textbooks, syllabi, and course outlines, applicable to the courses when taught at the University/College 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 District.
9. **ENROLLMENT:** The College of Westchester will assist Gorton High School / District in the development of an admission criteria and enrollment procedure.
10. **INSTRUCTIONAL CALENDAR:** Gorton High School and the District and The College of Westchester will collaborate on the instructional calendar to coincide with both the Yonkers Public School District and the College of Westchester school calendar.
11. **CONDUCT:** Charles E. Gorton High School, Smart Scholar Early College Program students are required to adhere to the College of Westchester regulations regarding facilities and equipment usage, and the District codes of conduct. Students will be subject to appropriate action taken by the District and The College of Westchester if out of compliance with the said regulations.

12. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of The College of Westchester, the response to such incidents will be based upon operating The College of Westchester's regulations, guidelines, and procedures.
13. **RENEWAL AND TERMINATION OF AGREEMENT:** The Memorandum of Understanding may be amended by mutual written agreement of both parties. The Memorandum of Understanding will be in force for one (1) year (September 1, 2020 to August 31, 2021) following signing and is renewable based on the consent of the signatory parties. The College of Westchester and the District reserve the right to terminate this Memorandum of Understanding upon service of written notice to the other party 90 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 with the 90-day period expires.
14. **CONFIDENTIALITY.** The College of Westchester understands that in performing this Agreement it may have access to confidential information in possession of the School District, including but not limited to student information, such as student names, and protected information. It is agreed that the definition of confidential information for purposes of this Agreement includes all documentary, electronic or oral information made known to The College of Westchester by Yonkers Public Schools through any activity related to this Agreement. The College of Westchester agrees not to reveal any confidential information received from Yonkers Public Schools or generated pursuant to this Agreement to any third party and understands that any such disclosure shall be considered a breach of this Agreement. The College of Westchester agrees that if it receives a subpoena for divulgence of confidential information, it shall notify Yonkers Public Schools prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, The College of Westchester further agrees, to the extent applicable:
- a. Not to sell or release a student's personally identifiable information for any commercial purposes;
  - b. Not to use the education records of Yonkers Public Schools or any student, teacher and/or principal data of Yonkers Public Schools for any purpose other than those explicitly authorized in this Agreement;
  - c. To use reasonable administrative, technical, and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of Yonkers Public Schools while in motion or in the custody of The College of Westchester from unauthorized disclosure;
  - d. To limit internal access within The College of Westchester to the education records of Yonkers Public Schools as well as to the student, teacher, and/or principal data of Yonkers Public Schools to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
  - e. To safely store any data concerning the students, teachers and/or principals of Yonkers Public Schools, in accordance herewith;
  - f. To immediately notify Yonkers Public Schools in the event that any personally identifiable information of Yonkers Public Schools, its employees, students or administrators is breached and/or released without authorization; and;

- g. Upon termination of this Agreement, The College of Westchester will return all such data to Yonkers Public Schools.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT, and have EXECUTED IN TWO original counterparts.

THE COLLEGE OF WESTCHESTER

YONKERS PUBLIC SCHOOLS DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Dual Credit Courses to be offered on Charles E. Gorton High School Campus:

Gorton High School Course	The College of Westchester Course	CW Credits Granted
12 <sup>th</sup> Grade Bioethics	MED111 Medical Law & Ethics	3
Medical Asstng I and II (10 <sup>th</sup> , 11 <sup>th</sup> )	MED103 Med Term and Human Systems	3
Accounting I & II	ACC107 Financial Accounting I	3
	ACC108 Financial Accounting II	3
Total Possible College Credits to be Earned Through GHS-CW Dual Enrollment		12