

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SOLANO COMMUNITY COLLEGE**  
**AND**  
**VACAVILLE UNIFIED SCHOOL DISTRICT**  
**CONCERNING**  
**A MIDDLE COLLEGE HIGH SCHOOL AT**  
**SOLANO COMMUNITY COLLEGE**  
**VACAVILLE CENTER**

This Memorandum of Understanding (MOU) is made between Solano Community College District ("SCCD") and Vacaville Unified School District ("VUSD"). Solano Community College District and Vacaville Unified School District mutually agree to the following:

WHEREAS, the parties to this MOU desire to establish a Middle College High School ("MCHS"), serving grades 9-12, and are committed to providing a supportive, academically challenging environment for selected high ability at-risk high school youth leading to a rich high school education, independence, and success in college and beyond; and

WHEREAS, Middle College High Schools are small high schools located on college campuses with enrollments of 400 or fewer students who are prepared for study in an environment which promotes learning, and provides curricula that allows students to complete high school and earn college credit; and

WHEREAS, Middle College High Schools 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;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually pledge their commitment to work together, through a collaborative partnership, to plan the establishment and operation of a MCHS on the premises of SCCD's Vacaville Center campus located at 2001 North Village Parkway, Vacaville, California, as follows:

1. **GOVERNANCE STRUCTURE.** Structures and processes will be designed to ensure district, state, and federal policies and requirements are followed; day-to-day MCHS management, decision-making authority, and staff responsibilities are clearly delineated; the Advisory Committee, comprised of representatives of SCD and VUSD, meets regularly; and that the MCHS is fully integrated into the college structure.
2. **PROVISION OF HIGH SCHOOL AND COLLEGE-LEVEL COURSES.** A college-readiness curriculum, projects, learning outcomes, and assessments will be developed by VUSD, in collaboration with SCCD, that provides a supportive, yet rigorous, academic program that integrates motivational techniques and learning behaviors with innovative teaching that emphasizes academic skill building and career development.
3. **FACULTY AND STAFF.** VUSD and SCCD will develop a staffing plan which will provide faculty to teach high school courses at the MCHS, a qualified Principal for the MCHS, and administrative personnel sufficient to manage the operation of the MCHS. SCCD will provide a highly placed MCHS Liaison. A plan for ongoing professional development will also be developed based on personal and school needs.
4. **FACILITIES:** Joint planning will occur to ensure that classroom and office facilities, including available instructional and non-instructional resources, will be available on the college campus.
5. **ENROLLMENT IN COLLEGE COURSES.** High School Student schedules and VUSD and SCC calendars will be aligned to allow students to conveniently enroll in college-level courses. Processes will be planned and implemented in order for High School Students to participate in the enrollment, drop/add, and withdrawal processes prescribed by the SCCD Office of Admissions and Records; and for VUSD to supervise and monitor college course enrollment through VUSD policies or the independent decisions of VUSD employees.
6. **COMPREHENSIVE STUDENT SUPPORT.** The parties will work collaboratively to plan and implement flexible and innovative structures that provide orientation as well as academic, personal, and social support to High School Students.
7. **FINANCES.** VUSD and SCCD will work collaboratively on the development of a finance plan to address the costs of operating the MCHS, and to delineate in a written agreement the financial obligations of the respective parties as well as any associated costs that will be borne by High School Students and their parents. Such an agreement will include arrangements regarding tuition, fees, high school and college textbooks, and supplemental materials.

8. **INDEMNIFICATION.** To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims, debts, from either (1) claimed or actual defects in premises owned or controlled by the other party and used in the performance of this agreement; or (2) any acts or omissions of the other party, its agents, servants, or employees, in the performance of this MOU controlled by VUSD and used in the performance of this agreement; or (3) any acts or omissions of VUSD, its agents, servants, or employees in the performance of this MOU.
9. **TERM AND RENEWAL:** This MOU is in force for an Original Term beginning July 1, 2012 through June 30, 2013. On or after December 1 of the Original and any Renewal Term, the parties will make best efforts to cooperatively discuss the renewal of this MOU. The MOU will automatically renew for an additional term of one (1) year at the end of the Original Term and any Renewal Terms unless terminated by a party in a signed writing.
10. **TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. SCCD and VUSD reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination if it becomes reasonably apparent that adequate funding from federal, state or local sources will not be adequate to enable either party to fulfill its financial obligations under this MOU or by mutual agreement of the parties. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires,

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed on this \_\_\_\_\_ date of \_\_\_\_\_.

SOLANO COMMUNITY COLLEGE

By: \_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President

\_\_\_\_\_  
Date

VACAVILLE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
JOHN NIEDERKORN, Ph.D.  
Superintendent

4-10-2012  
\_\_\_\_\_  
Date