

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOLANO COMMUNITY COLLEGE DISTRICT
AND THE WINTERS JOINT UNIFIED SCHOOL DISTRICT
FOR
COLLABORATIVE EDUCATIONAL OPPORTUNITIES**

This Memorandum of Understanding (MOU) is made between the Solano Community College District ("SCCD") and the Winters Joint Unified School District ("WJUSD"). SCCD and WJUSD agree as follows:

RECITALS:

- A. Winters Joint Unified School District ("WJUSD") is a California K-12 public school district located in Winters, CA, in Yolo County. WJUSD governs and operates Winters High School ("WHS" also known as Winters Joint Union High School) located at 101 Grant Ave., Winters, CA 95694, for the benefit of Winters and rural Yolo County area students;
- B. Solano Community College District ("SCCD") is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College ("SCC"), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus) for the benefit of Solano County students and parts of Yolo County, including Winters;
- C. WJUSD and SCCD believe that collaborating to provide WHS students and members of the general public important additional opportunities to successfully complete college course work at the WHS campus improves access to courses and programs, which will better prepare students for college, advance their education and help them meet career goals.
- D. SCCD and WJUSD have mutually agreed to offer SCC courses on the WHS campus. Courses will be taught by SCC professors, and will be offered to both WHS students and the general public;

NOW THEREFORE, both WJUSD and SCCD agree as follows:

- 1. Both WJUSD and SCCD mutually pledge their commitment to collaboratively develop a work group to plan course and program offerings on the WHS campus, including but not limited to college level transfer courses, study and college skills courses, courses to enhance the educational opportunities for individuals with limited English proficiency, career academies and career and technical training programs and to plan for the providing of students taking courses at WHS with the support services available to all other SCCD students at other sites.
- 2. WJUSD grants to SCCD a non-exclusive license to use the facilities on such days and during such times as courses are being taught by SCC faculty/staff at WHS. Use of the facilities by SCC shall be rent-free and free of utility costs to SCCD. All janitorial, maintenance and repair of the affected facilities are the sole responsibility of WJUSD.
- 3. This MOU will take effect beginning on August 15, 2015 and expire on the last day of spring semester 2016. At that time, this MOU may be extended by mutual agreement of the parties.
- 4. During the term of this agreement, the courses and programs offered at WJHS will be planned by the joint work group selected and scheduled by mutual agreement of the parties, and communicated in a timely fashion to SCC administrators in charge of the courses and programs, and considering the following:

- (a) The courses/subjects and programs of study to be offered by SCC at WHS;
- (b) Courses and programs available to WHS students and the general public of the Winters area;
- (c) The SCC faculty/staff available and qualified to teach selected courses;
- (d) The days and times that each course will be offered;
- (e) The particular WHS community classroom facilities to be used by SCC faculty/staff to teach each course;
- (f) Special equipment (such as computers, projectors, etc.) needed by each course.

Notwithstanding the foregoing, SCCD and its faculty/staff retain sole control over course content, course rigor, course pre-requisites/ advisories, course attributes, class size, textbooks/instructional materials used, teaching/teaching methods, examination, and grading as well as selection, assignment, supervision and evaluation of the faculty for the courses.

SCCD will be responsible for selecting faculty to teach classes held at the WJUSD facilities. Faculty will meet the minimum qualifications required by SCC Governing Board Policy 4005. Current SCCD faculty will have first priority in teaching classes at WJUSD facilities. If current SCCD faculty are not available to teach the requested classes, WJUSD staff who meet the minimum qualifications and follow hiring procedures as outlined in SCC Governing Board Policy 4005 will be considered for employment.

5. Courses will be open to the general public, all registered SCC students, including but not limited to WHS students enrolled at SCC under the SCC K-12 Special Admissions Program ("Special Admission Students").
6. Both SCCD and WJUSD agree to use their best efforts to publicize and promote all courses both to WHS students and to the general public in the Winters and rural Yolo County area.
7. SCCD represents and agrees that courses shall be tuition-free to currently-enrolled WHS students who are also enrolled at SCC as Special Admission Students.
8. WHS students in grades 9-12, subject to approval by the WHS Principal in his/her sole discretion, may enroll as Special Admissions Students at SCC and register for courses. To enroll as a SCC Special Admissions Student and register for one or more courses, that student must:
 - (a) Be approved by the WHS Principal, in his/her sole discretion, as eligible and qualified to enroll as an SCC Special Admissions Student;
 - (b) Complete a SCC Special Admissions Form;
 - (c) Complete an application for enrollment at SCC;
 - (d) Complete the SCC Orientation;
 - (e) Develop an educational plan.
 - (f) Pay all administrative fees to SCC (other than tuition);
 - (g) Timely and correctly complete the course enrollment processes.

9. Courses will each be limited in size to the maximum stated in the Course Outline of Record for each course. Moreover, SCCD and its administration in their sole discretion, may cancel a course for lack of sufficient enrollment in accordance with the provisions of the collective bargaining agreement between SCC and the Solano College Faculty Association, CCA/CTA/NEA.
10. Winters Joint Unified School District agrees to provide SCCD faculty, staff and administration with copies of WHS rules and regulations. SCCD agrees that all SCC faculty/staff and students must abide by WJUSD and WHS rules and regulations. Should any SCC student fail to abide by WJUSD and/or WHS rules and regulations, then WJUSD may, in its sole discretion, take disciplinary action against the student, including but not limited to barring such student from further participation in Courses or programs at WHS. Such violations by SCC faculty or staff will be referred to the SCC administration for investigation and any resulting discipline.
11. Winters Joint Unified School District agrees to provide staff who will be present on-site during the duration of the SCC class held on the WJUSD facilities. The staff will remain at the WJUSD facilities until all WJUSD students have left the WJUSD facilities. SCCD and SCC faculty will not be responsible for the well-being of WJUSD students at times outside of the scheduled SCC class at WJUSD facilities.
12. In addition to offering courses per this MOU, each party pledges their best efforts to work towards and support the following important additional mutual goals:
 - (a) To help WHS students prepare for college and career success;
 - (b) To insure that students enrolled in SCC courses and programs offered at WHS will have access to support services available to students at all other SCCD sites;
 - (c) To offer eligible and qualified WHS students the opportunity to register for other SCC classes as Special Admissions Students, beginning in their ninth grade year;
 - (d) To create a bridge between WHS, the greater Winters area community, and SCC;
 - (e) To provide WHS students during high school with the opportunity to earn tuition-free college credits towards a community college degree (AA) and/or to earn transferable tuition free college credits towards a four year university (UC or CSU);
 - (f) To provide eligible and qualified WHS students with the opportunity to participate in the Transfer Admission Guarantee (TAG) program with participating UC and CSU universities; and,
 - (g) To provide students with appropriately sequenced courses that allow for the timely completion of educational goals and program completion;
 - (h) SCCD shall provide the student support necessary to ensure the success of the students enrolled in classes at the site.
13. Classes may be held at Winters Community Library, a joint use facility with Winters Joint Union High School, located on the end of school grounds, with facilities use donated by the Winters Community Library system.
14. To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless the other party, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any

breach of this MOU (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct, or violation of any law by SCCD or WJUSD, and/or their respective employees, subcontractors, agents, representatives or assigns (collectively, SCCD or WJUSD Agents") in the performance or non-performance of the services required to be performed by SCCD and/or WJUSD under this MOU.

15. Neither SCCD nor WJUSD are acting as the agent, employee, partner, or representative of the other. Nothing in this MOU is intended to confer any rights on any other individuals or entities as third party beneficiaries.
16. This MOU may be amended by mutual written agreement of both parties. This MOU shall be interpreted and given effect under the laws of the State of California. Jurisdiction and venue shall, to the fullest extent allowed under law, be vested in the Superior Court of California, County of Solano.
17. The MOU may be terminated as follows;
 - (a) SCCD and/or WJUSD may terminate this MOU by service of written notice by one party to the other party at least 60 days prior to the first day of a semester for which termination is to take effect; or
 - (b) SCCD and WJUSD may terminate this MOU by mutual written agreement of the parties. In such event, the parties shall specify whether (i) the effective date of termination is immediate; or (ii) the effective date of termination is the day after the last day of the semester during which CAP Courses are then occurring.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding.

Executed on this _____ day of _____, 2015.

SOLANO COMMUNITY COLLEGE DISTRICT (SCCD)

By: _____

STAN ARTERBERRY, Interim Superintendent-President

WINTERS JOINT UNIFIED SCHOOL DISTRICT (WJUSD)

By: _____

TODD CUTLER, Superintendent