

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOLANO COMMUNITY COLLEGE DISTRICT
AND THE DIXON UNIFIED SCHOOL DISTRICT
FOR
COLLABORATIVE EDUCATIONAL OPPORTUNITIES
THROUGH COLLEGE ADVANCEMENT PROGRAM (CAP)**

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

RECITALS:

- A. Dixon Unified School District ("DUSD") is a California K-12 public school district located in Solano County, CA. DUSD governs and operates Dixon High School ("DHS") located at 555 College Way, Dixon, CA 95620, for the benefit of Dixon 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, including Dixon;
- C. DUSD and SCCD believe that collaborating to provide DHS students and members of the general public important additional opportunities to successfully complete college course work at the DHS campus or at the SCC Vacaville Center improve access to courses and programs, which will better prepare students for college, advance their education and help them meet career goals.
- D. SCCD and DUSD have mutually agreed to offer SCC courses on the DHS campus, as well as provide opportunities for DHS students and Dixon residents to take courses at the SCC Vacaville Center. Courses will be taught by SCC professors, and will be offered to both DHS students and the general public;
- E. The DUSD Board of Trustees has designated Classrooms C-302, C-303, and C-304 in Building "C" at DHS, along with certain related and appurtenant facilities, as community classrooms for potential use by educational entities such as SCC to offer classes on the DHS campus, (the "C-Building Facilities").

NOW THEREFORE, both DUSD and SCCD agree as follows:

- 1. Both DUSD and SCCD mutually pledge their commitment to collaboratively develop a work group to plan course and program offerings on the DHS campus and SCC's Vacaville 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 DHS with the support services available at to all other SCCD students at other sites.
- 2. DUSD grants to SCCD a non-exclusive license to use the C-Building Facilities on such days and during such times as courses are being taught by SCC faculty/staff at DHS. Use of the C-Building Facilities by SCC shall be rent-free and free of utility costs to SCCD. In Order to comply with Proposition 39 use of the facilities, SCC shall have priority use of the facilities referred to above. All janitorial, maintenance and repair of the affected facilities are the sole responsibility of DUSD.
- 3. This MOU will take effect beginning on November 1, 2014 and expire on the last day of spring semester 2020 to comply with Proposition 39 use of the facilities at DHS. 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 DHS 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 DHS;
 - (b) Courses and programs available to DHS students and the general public of Dixon through the SCC Vacaville Center.
 - (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 DHS community classroom in the C-Building 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.

5. Courses will be open to the general public, all registered SCC students, including but not limited to DHS students enrolled at SCC under the SCC K-12 Special Admissions Program ("Special Admission Students"). CAP Courses will be open to the general public, as required by Education Code 76002 and Senate Bill 338.
6. Both SCCD and DUSD agree to use their best efforts to publicize and promote all courses both to DHS students and to the general public in Dixon.
7. SCCD represents and agrees that courses shall be tuition-free to currently-enrolled DHS students who are also enrolled at SCC as Special Admission Students.
8. DHS students in grades 9-12, subject to approval by the DHS 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 DHS Principal, in his/her sole discretion, as eligible and qualified to enroll as an SCC Special Admissions Student and participate in CAP;
 - (b) Complete an 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. 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. Dixon Unified School District agrees to provide SCCD faculty, staff and administration with copies of DHS rules and regulations. SCCD agrees that all SCC faculty/staff and students must abide by DUSD and DHS rules and regulations. Should any SCC student fail to abide by DUSD and/or DHS rules and regulations, then DUSD 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 DHS. Such violations by SCC faculty or staff will be referred to the SCC administration for investigation and any resulting discipline.
11. SCCD agrees, at its sole expense, to provide any/all additional equipment, instructional materials, special furnishings, and/or other personal property items requested/required for the SCC faculty/staff to teach, including but not limited to computers, projectors, DVD/CD players, software, etc. All such equipment, instructional materials, special furnishings, and/or other personal property items supplied by SCCD shall remain the property of SCCD.
12. In addition to offering CAP Courses per this MOU, each party pledges their best efforts to work towards and support the following important additional mutual goals:
 - (a) To help DHS students prepare for college and career success
 - (b) To insure that students enrolled in SCC courses and programs offered at DHS will have access to support services available to students at all other SCCD sites.
 - (c) To offer eligible and qualified DHS 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 DHS, the greater Dixon community, and SCC;
 - (e) To provide DHS 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 DHS 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. The parties agree to the formation of the DHS Work Group composed of three representatives from DHS and three representatives from SCCD to initiate the functions delineated by November 1, 2014.
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 DUSD, and/or their respective employees, subcontractors, agents, representatives or assigns (collectively, SCCD or DUSD Agents") in the performance or non-performance of the services required to be performed by SCCD and/or DUSD under this MOU.

15. Neither SCCD nor DUSD 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 and/or CAP License may be terminated as follows;
 - (a) SCCD and/or DUSD may terminate this MOU and/or CAP License 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 DUSD may terminate this MOU and/or CAP License 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 _____, 2014.

SOLANO COMMUNITY COLLEGE DISTRICT (SCCD)

By: _____

JOWEL C. LAGUERRE, Ph.D., Superintendent-President

DIXON UNIFIED SCHOOL DISTRICT (DUSD)

By: _____

BRIAN DOLAN, Superintendent