

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: DIXON MEMORANDUM OF UNDERSTANDING

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College District (SCCD) and Dixon Unified School District (DUSD) have been working on an agreement to implement a College Advancement Program (CAP). This program started last January, and both DUSD and SCCD are interested in furthering this collaborative partnership.

This item was presented for information on May 21, 2014.

Approval is requested at this time.

Government Code *Board Policy* *Estimated Fiscal Impact \$/YA*
BOT Goals 2013-14: #3
CBO Goals 2013-14: #5

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

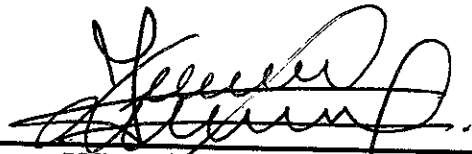
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

May 23, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

May 23, 2014

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOLANO COMMUNITY COLLEGE DISTRICT
AND THE DIXON UNIFIED SCHOOL DISTRICT
CONCERNING THE 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. SCCD and DUSD have mutually agreed to offer SCC courses on the DHS campus, through the College Advancement Program ("CAP"). The CAP courses will be taught by SCC professors, and will be offered to both DHS students and the general public;

D. 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"). The C-Building Facilities are more particularly described on the attached map as "Exhibit A".

E. DUSD and SCCD believe that offering college courses at the DHS campus through the College Advancement Program (CAP) will give DHS students and members of the general public important additional opportunities to successfully complete college course work. Both SCCD and DUSD further believe that the College Advancement Program (CAP) will help to better prepare students for college and advance their education.

NOW THEREFORE, both DUSD and SCCD agree as follows:

1. Both DUSD and SCCD mutually pledge their commitment to work together through a collaborative approach to offer SCC courses on the DHS campus through the College Advancement Program (CAP), beginning Spring 2014 semester (the "CAP Courses").
2. DUSD grants to SCCD a non-exclusive license to use the C-Building Facilities on such days and during such times as CAP Courses are being taught by SCC faculty/staff at DHS, subject to the terms of this MOU (the "CAP License"). Use of the C-Building Facilities by SCC shall be rent-free and free of utility costs to SCCD.
3. This MOU and the CAP License will take effect beginning on the first day of Spring 2014 semester at DHS and expire on the last day of Spring 2017 semester at DHS. At that time, this MOU and the CAP License may be extended by mutual agreement of the parties.
4. During the term of the CAP License, the CAP Courses offered at DHS will be selected and scheduled by mutual agreement of the parties. CAP Course selection and scheduling includes the following:
 - (a) The CAP Courses/subjects to be offered by SCC at DHS;
 - (b) The SCC faculty/staff teaching each CAP Course;
 - (c) The days and times that each CAP Course will be offered;

- (d) The particular DHS community classroom in the C-Building Facilities to be used by SCC faculty/staff to teach each CAP Course;
- (e) Special equipment (such as computers, projectors, etc.) needed by each CAP Course.

Notwithstanding the foregoing, SCCD and its faculty/staff retain sole control over CAP Course content, course rigor, course pre-requisites/ advisories, course attributes, class size, textbooks/instructional materials used, teaching/teaching methods, examination, and grading.

- 5. CAP Courses will be open to all 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. DHS students (who have been approved to participate in CAP and who are enrolled at SCC as Special Admissions Students), as well as adult members of the greater Dixon community (who have enrolled as students at SCC), will be especially encouraged to participate in CAP. Both SCCD and DUSD agree to use their best efforts to publicize and promote CAP Courses both to DHS students and to the general public in Dixon.
- 7. SCCD represents and agrees that CAP 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 sole discretion, may enroll as Special Admissions Students at SCC and register for CAP Courses. To enroll as a SCC Special Admissions Student and register for one or more CAP Courses, that student must:
 - a. Be approved by the DHS Principal, in his 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. Pay all administrative fees to SCC (other than tuition);
 - f. Timely and correctly complete the registration process for the CAP Course.
- 9. Unless agreed to by DUSD and SCCD, CAP Courses will each be limited in size to the maximum of the class size. Moreover, within the first two weeks of the beginning of a CAP Course, SCCD and its administration in their sole discretion, may cancel a CAP Course for lack of sufficient enrollment.
- 11. SCCD agrees that all SCC faculty/staff and students must abide by DUSD and DHS rules and regulations. Should any SCC faculty/staff member and/or 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 individual, including but not limited to barring such individual from further participation in the CAP Course and/or future CAP Courses.
- 12. SCCD agrees, at its sole expense, to make certain improvements to the DHS campus, as follows:
 - a. Stripe/mark with signs two ADA-compliant disability parking spaces, where the current disability access is located on the north side of the DHS campus adjacent to the C-Building. At least one of those parking spaces should be ADA-compliant for disability van parking;.
 - b. Stripe/mark with signs two parking spaces identified as SCC Faculty Parking.
 - c. Replace certain exterior wall light fixtures (approximately 10) with stronger/brighter light fixtures;
 - d. Install and connect additional security cameras (approximately 5) to the existing DHS security camera system;
 - e. Add an exterior wall sign displaying the words and logo "College Advancement Program – Dixon Unified School District and Solano Community College"
 - f. Add directional signs (approximately 2) for traffic into the DHS campus to guide the public to the CAP classrooms.
 - g. Add an additional banner facing south on the DHS campus.

DUSD shall specify and direct the scope and extent of the improvements made to the DHS campus. Upon completion, the improvements shall become the property of DUSD.

13. 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 the CAP Course, 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.

14. 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 success
- b. 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;
- c. To create a bridge between DHS, the greater Dixon community, and SCC;
- d. 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); and
- e. 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.

15. The following three Exhibits are attached to this MOU and incorporated herein by reference:

A: CONTACT LIST FOR THE COLLEGE ADVANCEMENT PROGRAM (CAP)

B: COLLEGE ADVANCEMENT PROGRAM (CAP) TIMELINE AND DIVISION OF RESPONSIBILITIES

Each party agrees to perform the terms, conditions, promises and obligations set forth in these Exhibits.

16. 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.

17. 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.

18. 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.

19. 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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: INITIAL PRESENTATION OF CALIFORNIA SCHOOL
EMPLOYEES' ASSOCIATION, CHAPTER #211'S
BARGAINING PROPOSALS TO THE DISTRICT ON 2014
REOPENERS
REQUESTED ACTION: INFORMATION

SUMMARY

Pursuant the Government Code Section 3547 and for the purpose of public notice ("sunshining"), California School Employees' Association, Chapter #211, has submitted its bargaining proposal to the District to open Article IX Pay and Allowances; Article XIII Vacation Plan; Article XVI Transfers; Article XVII Job Vacancies; Article XX Discipline; Article XXV Contracting Out. Public comment on such proposals shall be received at the next Governing Board meeting scheduled for June 18, 2014.

The contract proposals are attached.

Government Code 3547 *Board Policy 2010* *Estimated Fiscal Impact: Unknown*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Nona Cohen-Bowman
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, 201
Fairfield, CA 94534

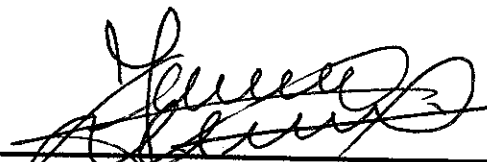
ADDRESS

707 864-7286

TELEPHONE NUMBER

Administration
ORGANIZATION

May 9, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

May 9, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

California School Employees Association

Solano Community College, Chapter 211

May 12, 2014

CSEA hereby submits the following initial proposal for the 2014-2017 contract:

CSEA Proposal Summary: Fair and reasonable compensation, benefits and working conditions.

Article 9 Pay and Allowances:

- Fair and reasonable salary improvement consistent with the cost of living and regional standards

Article 13 Vacation Plan:

- Accumulated vacation

Article 16 Transfers:

- Improved efficiency and fairness in process

Article 17 Job Vacancies:

- Improved efficiency and fairness in process

Article 20 Discipline:

- Expedited more objective, neutral process with due process

Article 25 Contracting Out:

- Restrictions on contracting out