

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: SENATE BILL 850 OFFERING BACCALAUREATE
DEGREES AT CALIFORNIA COMMUNITY COLLEGES**

REQUESTED ACTION: INFORMATION

SUMMARY:

The State of California will have a shortfall of one million college graduates by the year 2025 if nothing is done to increase the current production of baccalaureate degree holders and 41 percent of jobs will require at least a bachelor's degree, but only 35 percent will have a college diploma. Wages are higher and unemployment rates are much lower for California college graduates, and the gap is widening.

Solano Community College believes that community colleges are an invaluable economic engine driving the nation toward renewed and sustained economic prosperity and can help fill the gaps in California's higher education system by granting bachelor's degrees in a limited number of specific areas in order to meet a growing demand for a skilled workforce.

Solano Community College District Board of Trustees supports legislation that authorizes and funds community colleges to voluntarily offer baccalaureate degrees that address critical workforce needs, meet the needs of underrepresented students, and avoids unnecessary duplication of degree programs in a region.

CONTINUED ON NEXT PAGE:

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

September 19, 2014

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 19, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 10.(d)
MEETING DATE October 1, 2014

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: SENATE BILL 850 OFFERING BACCALAUREATE
DEGREES AT CALIFORNIA COMMUNITY COLLEGES**

REQUESTED ACTION: REPORT

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Solano Community College District Board of Trustees encourages Chancellor Brice Harris and the Board of Governors of the California Community Colleges to proceed with an ongoing dialogue with the California State University and the University of California on this opportunity while also establishing collaboratively the criteria and processes for individual colleges to offer baccalaureate degrees.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



August 28, 2014

The Honorable Edmund G. Brown, Jr.
Governor of California
State Capitol Building
Sacramento, CA 95814

**RE: SB 850 (Block) Public Postsecondary Education: Community College Districts:
Baccalaureate Degree Pilot Program**

REQUEST FOR SIGNATURE

Dear Governor Brown:

On behalf of the Board of Governors of the California Community Colleges, I respectfully urge you to sign Senate Bill 850 by Senator Marty Block. This bill authorizes the Board of Governors, in consultation with the California State University (CSU) and the University of California (UC), to establish a baccalaureate degree pilot program.

Specifically, the pilot program would allow up to 15 participating community college districts to offer one baccalaureate degree program each to meet local workforce needs as long as it does not duplicate a baccalaureate degree program already offered by the CSU or the UC system. Participating districts shall submit plans for their program to the Chancellor's Office for review which will then be submitted to the Board of Governors for approval. In addition to the \$46 per unit community college fee, districts would charge an additional \$84 per unit fee for upper division coursework, making this program an affordable pathway toward a baccalaureate degree. Districts would be required to commence programs no later than the 2017-18 academic year and have degrees completed by the 2022-23 academic year. The Legislative Analyst's Office would conduct both an interim and final evaluation of the pilot program in order to assess its effectiveness.

California's demand for over one million bachelor degree holders in the coming decade sparked renewed interest in the addition of baccalaureate degrees to the California community college mission. The concept of allowing community colleges to confer baccalaureate degrees is not new; more than 50 community colleges across the nation operate almost 500 baccalaureate programs in 21 states.

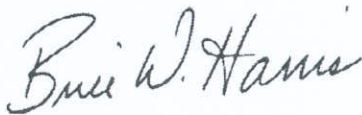
The establishment of affordable, accessible, and quality baccalaureate degree programs at community colleges is important for two primary reasons: 1) it will help the state meet its need for individuals in high demand technical disciplines which are increasingly requiring baccalaureate degrees; and 2) it will increase college participation rates and improve workforce training opportunities for local residents who are unable to relocate because of family or work commitments.

The Honorable Edmund G. Brown, Jr.
August 27, 2014
Page 2

We firmly believe the time is right for this proposal. SB 850 holds tremendous promise for our system to address critical workforce needs in regions of the state that are currently underserved, as well as to provide access to those seeking baccalaureate degrees who don't have other local educational options.

I thank you for your consideration and urge your signature on SB 850 (Block). If you or your staff has any questions, please do not hesitate to contact me at (916) 445-4434.

Sincerely,

A handwritten signature in cursive script that reads "Brice W. Harris".

Brice W. Harris
Chancellor

Cc: Senator Marty Block

Senate Bill No. 850

Passed the Senate August 21, 2014

Secretary of the Senate

Passed the Assembly August 20, 2014

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2014, at _____ o'clock ____M.

Private Secretary of the Governor

Corrected 8-26-14

Senate Bill 850 Public Postsecondary Education: Community College Districts: Baccalaureate Degree Pilot Program

SECTION 1.

The Legislature finds and declares all of the following:

(a) California needs to produce one million more baccalaureate degrees than the state currently produces to remain economically competitive in the coming decades.

(b) The 21st century workplace increasingly demands a higher level of education in applied fields.

(c) There is demand for education beyond the associate degree level in specific academic disciplines that is not currently being met by California's four-year public institutions.

(d) Community colleges can help fill the gaps in our higher education system by granting baccalaureate degrees in a limited number of areas in order to meet a growing demand for a skilled workforce.

(e) These baccalaureate programs will be limited and will not in any way detract from the community colleges' traditional mission to advance California's economic growth and global competitiveness through education, training, and services that contribute to continuous workforce improvement, nor will these programs unnecessarily duplicate similar programs offered by nearby public four-year institutions.

(f) Community colleges can provide a quality baccalaureate education to their students, enabling place-bound local students and military veterans the opportunity to earn the baccalaureate degree needed for new job opportunities and promotion.

(g) Twenty-one other states, from Florida to Hawaii, already allow their community colleges to offer baccalaureate degrees. California is one of the most innovative states in the nation, and the California Community Colleges will use that same innovative spirit to produce more professionals in health, biotechnology, public safety, and other needed fields.

SEC. 2.

Article 3 (commencing with Section 78040) is added to Chapter 1 of Part 48 of Division 7 of Title 3 of the Education Code, to read:

***Article 3. Baccalaureate Degree Pilot Program
78040.***

For purposes of this article, "district" means any community college district identified by the Chancellor of the California Community Colleges as participating in the statewide baccalaureate degree pilot program. Each participating district may establish one baccalaureate degree pilot program pursuant to Section 78041.

78041.

Notwithstanding Section 66010.4, and commencing January 1, 2015, the Board of Governors of the California Community Colleges, in consultation with the California State University and the University of California, may authorize the establishment of district baccalaureate degree pilot programs that meet all of the eligibility requirements set forth in Section 78042. A district pilot

program established pursuant to this article shall commence no later than the 2017–18 academic year. A student participating in a baccalaureate degree pilot program shall complete his or her degree by the end of the 2022–23 academic year. For purposes of this section, a pilot program commences when the first class of students begins the program. The statewide baccalaureate degree pilot program shall consist of a maximum of 15 districts, with one baccalaureate degree program each, to be determined by the Chancellor of the California Community Colleges and approved by the Board of Governors of the California Community Colleges.

78042.

(a) A district shall seek approval to offer a baccalaureate degree program through the appropriate accreditation body.

(b) When seeking approval from the Board of Governors of the California Community Colleges, a district shall maintain the primary mission of the California Community Colleges specified in paragraph (3) of subdivision (a) of Section 66010.4. The district, as part of the baccalaureate degree pilot program, shall have the additional mission to provide high-quality undergraduate education at an affordable price for students and the state.

(c) As a condition of eligibility for consideration to participate in the statewide baccalaureate degree pilot program, a district shall have a written policy that requires all potential students who wish to apply for a Board of Governors Fee Waiver pursuant to Section 76300 to complete and submit either a Free Application for Federal Student Aid or a California Dream Act application in lieu of completing the Board of Governors Fee Waiver application.

(d) A district shall not offer more than one baccalaureate degree program, as determined by the governing board of the district and approved by the Board of Governors of the California Community Colleges, and subject to the following limitations:

(1) A district shall identify and document unmet workforce needs in the subject area of the baccalaureate degree to be offered and offer a baccalaureate degree at a campus in a subject area with unmet workforce needs in the local community or region of the district.

(2) A baccalaureate degree pilot program shall not offer a baccalaureate degree program or program curricula already offered by the California State University or the University of California.

(3) A district shall have the expertise, resources, and student interest to offer a quality baccalaureate degree in the chosen field of study.

(4) A district shall not offer more than one baccalaureate degree program within the district, which shall be limited to one campus within the district.

(5) A district shall notify a student who applies to the district's baccalaureate degree pilot program that the student is required to complete his or her baccalaureate degree by the end of the 2022–23 academic year, as specified in Section 78041.

(e) A district shall maintain separate records for students who are enrolled in courses classified in the upper division and lower division of a baccalaureate program. A student shall be reported as a community college student for enrollment in a lower division course and as a baccalaureate degree program student for enrollment in an upper division course.

(f) A governing board of a district seeking authorization to offer a baccalaureate degree pilot program shall submit all of the following for review by the Chancellor of the California Community Colleges and approval by the Board of Governors of the California Community Colleges:

(1) Documentation of the district's written policy required by subdivision (c).

(2) The administrative plan for the baccalaureate degree pilot program, including, but not limited to, the governing board of the district's funding plan for its specific district.

(3) A description of the baccalaureate degree pilot program's curriculum, faculty, and facilities.

(4) The enrollment projections for the baccalaureate degree pilot program.

(5) Documentation regarding unmet workforce needs specifically related to the proposed baccalaureate degree pilot program, and a written statement supporting the necessity of a four-year degree for that program.

(6) Documentation of consultation with the California State University and the University of California regarding collaborative approaches to meeting regional workforce needs.

(g) (1) On or before March 31, 2015, the Board of Governors of the California Community Colleges shall develop, and adopt by regulation, a funding model for the support of the statewide baccalaureate degree pilot program that is based on a calculation of the number of full-time equivalent students enrolled in all district pilot programs.

(2) Funding for each full-time equivalent student shall be at a marginal cost calculation, as determined by the Board of Governors of the California Community Colleges, that shall not exceed the community college credit instruction marginal cost calculation for a full-time equivalent student, as determined pursuant to paragraph (2) of subdivision (d) of Section 84750.5.

(3) A student in a baccalaureate degree pilot program authorized by this article shall not be charged fees higher than the mandatory systemwide fees charged for baccalaureate degree programs at the California State University.

(4) Fees for coursework in a baccalaureate degree pilot program shall be consistent with Article 1 (commencing with Section 76300) of Chapter 2 of Part 47.

(5) A district shall, in addition to the fees charged pursuant to paragraph (4), charge a fee for upper division coursework in a baccalaureate degree pilot program of eighty-four dollars (\$84) per unit.

(h) (1) The Legislative Analyst's Office shall conduct both an interim and a final statewide evaluation of the statewide baccalaureate degree pilot program implemented pursuant to this article.

(2) The results of the interim evaluation shall be reported as a progress report, in writing, to the Legislature and the Governor on or before July 1, 2018. The interim evaluation shall include, but is not limited to, all of the following:

(A) How many, and which specific, districts applied for a baccalaureate degree pilot program, and the baccalaureate degree pilot programs they applied for.

(B) Which potential four-year baccalaureate degrees were denied and why they were denied.

(C) Baccalaureate degree pilot program costs and the funding sources that were used to finance these programs.

(D) Current trends in workforce demands that require four-year degrees in the specific degree programs being offered through the statewide baccalaureate degree pilot program.

(E) Current completion rates, if available, for each cohort of students participating in a baccalaureate degree pilot program.

(F) Information on the impact of baccalaureate degree pilot program on underserved and underprepared students.

(3) The results of the final evaluation shall be reported, in writing, to the Legislature and the Governor on or before July 1, 2022. The final evaluation shall include, but is not limited to, all of the following:

(A) The number of new district baccalaureate degree pilot programs implemented, including information identifying the number of new programs, applicants, admissions, enrollments, and degree recipients.

(B) The extent to which the baccalaureate degree pilot programs established under this article fulfill identified workforce needs for new baccalaureate degree programs, including statewide supply and demand data that considers capacity at the California State University, the University of California, and in California's independent colleges and universities.

(C) Information on the place of employment of students and the subsequent job placement of graduates.

(D) Baccalaureate degree program costs and the funding sources that were used to finance these programs, including a calculation of cost per degree awarded.

(E) The costs of the baccalaureate degree programs to students, the amount of financial aid offered, and student debt levels of graduates of the programs.

(F) Time-to-degree rates and completion rates for the baccalaureate degree pilot programs.

(G) The extent to which the programs established under this article are in compliance with the requirements of this article.

(H) Information on the impact of baccalaureate degree pilot program on underserved and underprepared students.

(I) Recommendations on whether and how the statewide baccalaureate degree pilot program can or should be extended and expanded.

(4) A district shall submit the information necessary to conduct the evaluations required by paragraph (1), as determined by the Legislative Analyst's Office, to the Chancellor of the

California Community Colleges, who shall provide the information to the Legislative Analyst's Office upon request.

(5) A report to be submitted pursuant to paragraph (2) or (3) shall be submitted in compliance with Section 9795 of the Government Code.

78043.

This article shall become inoperative on July 1, 2023, and as of January 1, 2024, is repealed, unless a later enacted statute that is enacted before January 1, 2024, deletes or extends that date.

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

TO: Members of the Governing Board
SUBJECT: ACCREDITATION MIDTERM REPORT

REQUESTED ACTION: APPROVAL

SUMMARY:

The College has been working on a Midterm Report in Response to the ACCJC action letter dated February 7, 2014, requiring that the College demonstrate recent changes implemented have resolved deficiencies and standards have been sustained.

Dr. Annette Dambrosio, Accreditation Coordinator, will present to the Board for approval the Accreditation Midterm Report to be submitted to the ACCJC by October 15, 2014. A copy will be provided to the Board under separate cover. A complete copy is available for review on the Solano College Web Site at: http://www.solano.edu/governing_board/meetings.php.

Government Code: ACCJC Standards Board Policy: 2070 Fiscal Impact: N/A
CEO 2013-2014 Goals: #1 – Strengthen Accreditation Reports

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Dr. Annette Dambrosio
Accreditation Coordinator

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

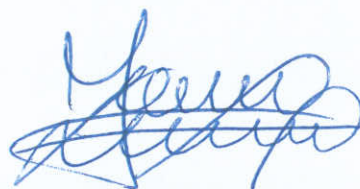
ADDRESS

707 864-7102

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

September 19, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 19, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SERVICE CONTRACT WITH PAUL CHENG FOR INTERNATIONAL STUDENT MARKETING AND RECRUITMENT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Board approval is requested to enter into a service agreement with Paul Cheng to provide direct international student marketing and recruitment primarily, but not limited to Asia on behalf of the Solano Community College District.

- Promote SCC in Asia, primarily, but not limited to, in China, Vietnam, Malaysia Indonesia, Korea for the purposes of student recruitment.
- Engage in direct marketing activities, such as, attending fairs and conducting seminars, visit embassies, educational institutions, agent events, and other relevant recruitment activities.

The contract term is October 2, 2014 through August 31, 2015, unless terminated prior with five day advanced written notice from SCCD. Payments shall not exceed \$40,000. This contract has been vetted by legal counsel.

Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$40,000

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shemila Johnson, Manager
Outreach and Public Relations

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000 ext. 4693

TELEPHONE NUMBER

Student Services

ORGANIZATION

September 19, 2014

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

September 19, 2014

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College District

October 1, 2014

SERVICE CONTRACT

1. Contract Identification:
College: SCCD

Subject: Provide International student marketing and recruitment in parts of Asia, especially China.
2. Parties. The Solano Community College District (SCCD), for its College named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Paul Cheng

Address: 718 Monaghan Circle, Vacaville, CA 95688
3. Term. The effective date of this Contract is October 2, 2014 and it terminates on October 1, 2015 unless sooner terminated as provided herein.
4. Termination. This Contract may be terminated by SCCD at its sole discretion, upon five day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent
5. Payment limit. SCCD's total payments to Contractor under this annual Contract shall not exceed \$40,000.00 per contract year and is inclusive of travel fees and expenses for contractor and College personnel invited by the contractor.
5. District's Obligations. In consideration of Contractor's provision of services as described below, and subject to the payment limit expressed herein, SCCD shall pay Contractor, upon submission of a properly documented demand for payment in the manner and form prescribed by SCCD and upon approval of the Superintendent/President of the College for which this contract is made or his designee.
6. PAYMENTS will be made upon receipt of properly submitted invoices, approved by the manager or campus business office requesting services.
7. Contractor's Obligation. Contractor shall provide the following described services: To provide direct international student marketing and recruitment primarily, but not limited to Asia. Contract services include:
 - Promote SCC in Asia, primarily, but not limited to, in China, Vietnam, Malaysia, Indonesia for the purposes of student recruitment.
 - Conduct country surveys and reports, analysis and direct recruiting.
 - Provide information and advice for SCC to make decisions related to int'l student recruitment.
 - Develop and analyze annual Recruitment/Marketing Plans.
 - Engage in direct marketing activities, such as, attending fairs and conducting seminars, visit embassies, educational institutions, agent events, and other relevant recruitment activities.
 - Network with potential partners /agents for SCC.
 - Other duties as assigned under the scope of direct recruitment, marketing, and reporting for international program.
8. Independent Contractor Status. This Contract is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. All of Contractor's activities will be at Contractor's own risk and Contractor is hereby given notice of Contractor responsibilities for arrangements to guard against physical, financial, and other risks as appropriate.
9. Indemnification. The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.
10. Indemnification. SCCD shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of SCCD hereunder, resulting from the conduct, negligent or otherwise, of SCCD, its agents or employees.
11. Legal Authority. This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655.

Solano Community College District

October 1, 2014

12. **Signatures.** These signatures attest the parties' agreement hereto:

Jowel C. Laguerre, Ph.D.
Superintendent President

Paul Cheng
International Recruitment Consultant

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
DIXON UNIFIED SCHOOL DISTRICT FOR
COLLABORATIVE EDUCATIONAL OPPORTUNITIES

REQUESTED ACTION: INFORMATION

SUMMARY:

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

Government Code: *Board Policy:* *Estimated Fiscal Impact: \$ N/A*
BOT Goals 2013-14: #3
CEO 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

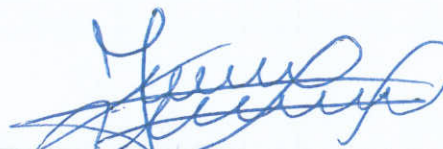
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

September 19, 2014
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 19, 2014
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

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

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 regulations by SCC faculty or staff will be referred to the SCC administration for investigation and any resulting discipline.
 11. DUSD and SCCD shall mutually agree upon the scope and extent of the improvements made to the DHS campus. Upon completion, the improvements shall become the property of DUSD with SCCD having priority use of the improvement for the term of the lease, in accordance with Proposition 39.
 12. 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.
 13. 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.
 14. 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.

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

15. 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.
16. 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.
17. 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.
18. The MOU and/or CAP License may be terminated as follows; except for liabilities under Proposition 39:
 - (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