

MEMORANDUM OF UNDERSTANDING BETWEEN SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND CALIFORNIA STATE UNIVERSITY, SONOMA REGARDING BACHELOR DEGREE AND PROFESSIONAL DEVELOPMENT PROGRAM OFFERINGS

This Memorandum of Understanding (“MOU”) is entered into this day, _____ by and between Sonoma County Junior College District (“District”), on behalf of the Santa Rosa Junior College and California State University, Sonoma, School of Extended and International Education (“SSU”), collectively referred to as “Parties”

WHEREAS, District and SSU desire to use their respective resources effectively to provide those seeking higher education with a wider range of options in achieving their educational goals;

WHEREAS, District and SSU desire to coordinate curricula to facilitate student transfer from the District’s Associate in Arts (“AA”) degree program to SSU bachelor degree completion programs in order to increase the percentage of District and SSU students who earn bachelor degrees;

WHEREAS, District and SSU believe that scheduling certain of SSU’s program courses on the District campuses will create a more accessible transfer pathway for District students to SSU;

WHEREAS, District and SSU further believe that offering certain SSU program courses on District campuses will permit SSU to attract members of the Sonoma county community to its programs;

WHEREAS, District and SSU hope that the agreement will stimulate communication and interchange between the two institutions and enhance the educational quality and reputation of both institutions;

WHEREAS, District and SSU also desire to reduce or eliminate achievement gaps for ethnic and socioeconomic groups within their respective student bodies;

WHEREAS, the cooperation and coordination outlined in this agreement will be an ongoing continuous process which will be further defined and developed over time;

NOW, THEREFORE, the parties agree to cooperate in the following ways so that students may take full advantage of educational opportunities best suited to their individual needs.

TERM OF THIS MOU: This MOU shall be effective from the date first shown on page one of this MOU (the “Effective Date”), provided that the MOU is approved by the governing bodies of District and SSU, through the end of Spring 2019 according to District’s calendar (the “Term”). Both parties shall meet for a review of this MOU at the end of the Term.

TERMINATION: In the event that either party wants to terminate this MOU early, termination notice shall be given to the other party at least 30 days in advance; termination shall be effective at the end of the semester.

ARTICLE I. PROGRAMS: District and SSU shall identify and agree to offer SSU programs (degree completion, credit certificates, non-credit certificates, and other appropriate programs) on District campuses located at Petaluma and at Santa Rosa, by an official addendum to this Memorandum of Understanding for each individual program.

ARTICLE II. COORDINATING PERSONNEL: District and SSU shall identify one representative from District and one representative from SSU to coordinate programs and facilitate resolution of issues that may arise in connection with this agreement. The Coordinating Personnel shall:

- (A) Monitor compliance with this MOU.
- (B) Review instances in which students encounter difficulty with transfer of credit or admissions and recommend appropriate solutions and assist with resolving any such difficulty.
- (C) Address any additional issues that arise from or are related to this MOU and recommend appropriate solutions; and
- (D) At the end of each academic year during the Term of this MOU, provide a report to the District and to SSU. The report should describe, at a minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and SSU.

ARTICLE III. GENERAL CONDITIONS FOR ADMISSION: Students will be accepted into SSU programs in accordance with existing SSU and CSU admissions standards and procedures. SSU degree completion programs offered on District campuses will be designed to enhance the ability of District students to complete their bachelor degrees after meeting all pre-requisite requirements for transfer in accordance with SSU/California State University (“CSU”) and District policy.

- (A) SSU will evaluate all previous, applicable academic coursework of applicants to determine transfer credit eligibility and determine if minimum academic criteria for entry to the appropriate SSU program has been met.
- (B) District and SSU will coordinate and communicate applicable admissions policy and changes in admissions policy to ensure clear understanding of application and admission requirements by all parties.
- (C) District shall provide SSU with a list of college credit courses, which are identified as transferable to SSU. Upon receipt of the listing, SSU shall identify those courses that are transferable from District to meet SSU program requirements. Any disputes regarding transferable credit shall be submitted to the SSU Articulation Officer for review [and final decision, or recommendation to respective District/SSU decision makers.]

ARTICLE IV. OBLIGATIONS OF SSU:

- (A) SSU shall bear all costs associated with offering SSU programs on District campuses, subject to the limitations outlined in Article V below.
- (B) SSU shall market, recruit, and admit qualified students into SSU programs.
- (C) SSU shall recruit and hire faculty to teach the courses as necessary.
- (D) In consultation with District, SSU shall schedule the required courses to be taught at District campuses each term (schedules defined in Article VI and associated addenda).
- (E) SSU shall register students into the required program courses.
- (F) SSU shall ensure student participants of degree completion programs are registered into a one-unit District course concurrently in each term of program enrollment to afford student participants access to all District services stated in Section VI of this MOU for which District student fees are in effect. Cost of enrollment in the one-unit District course will be built into the SSU program expenses and budgets.
- (G) SSU shall coordinate SSU programs, providing advising and other student administrative and academic support services as necessary.
- (H) SSU shall share with the District general information regarding students enrolled in courses offered on District premises. For the purpose of this MOU, general information is defined as information which may be designated by SSU as publically available and/or intended to be provided to public. No CSU Level 1 or Level 2 data will be shared with the District Except as allowed by FERPA for management of student services and student conduct issues.
- (I) SSU shall reimburse District for the reasonable cost of Materials, Tech Support, or Facilities, each semester for each program established by addendum to this MOU, during the term of each addendum. This fee shall provide cost-recovery for the one-unit District concurrent course taken by degree completion program student participants to afford their access to all District services stated in Section VI of the MOU for which District student fees are in effect, as well as the regular maintenance cost of internet technology, audio-visual and other classroom technology support and any other course-related materials.
- (J) SSU's Vice President of Student Affairs or the appropriate administrators shall respond to concerns raised by District regarding students' conduct, if any, and will address any disciplinary issues in accordance with SSU practices, rules and procedures.
- (K) SSU employees and students at the District location shall abide by the provisions of Article VI below with respect to the use of District facilities.

ARTICLE V. OBLIGATIONS OF DISTRICT:

- (A) District shall publicize the collaboration between District and SSU as memorialized in this MOU and its addenda, to all District students via electronic and print communication developed in conjunction with SSU.
- (B) District shall make available to all District students the recommended core requirements and shall assist 're-entry' students from the community to enroll in District courses in preparation for admission to SSU degree completion programs.
- (C) District shall cooperate with SSU admissions personnel to facilitate conferences with students who are interested in transferring to SSU.
- (D) District shall provide SSU access to District campuses and facilities subject to the terms and conditions detailed in Article VI.

ARTICLE VI. USE OF DISTRICT CAMPUSES AND FACILITIES

District hereby grants to SSU a license to use District campuses and facilities under the terms and conditions outlined below and further defined by addenda to this MOU for individual programs:

- (A) **Scope of Facilities Use:** District shall provide student participants, SSU faculty assigned to teach required program courses access to District campuses and facilities as follows:
 - i. District shall provide classrooms ("Classrooms") as follows:
 - a. For each Degree Completion Program defined and agreed to by addendum: At least one classroom 5 evenings per week (Monday-Friday) between 5:00 pm and 10:00 pm, and for the full day on Saturday between 9:00 am and 5:00 pm, on the District campus (Petaluma or Santa Rosa) designated to host the program during the regular academic term.
 - b. Other SSU Programs defined and agreed to by addendum (e.g. professional development, noncredit, and continuing education classes): Sufficient classroom space on evenings and on Saturdays, on the District campus (Petaluma or Santa Rosa) designated to host the program. The number of classrooms and meeting times will be established within the addendum for each individual program.
 - ii. District shall provide office space ("Office Space") for the SSU Degree Completion Program faculty assigned to District (Office Space and Classrooms are collectively referred to herein as "Facilities").
 - iii. District shall provide student participants access to District parking facilities, *provided that* student participants purchase District parking permits and display them appropriately on their respective vehicles.
 - iv. Because student participants will be registered for one unit of District coursework concurrent with their enrollment in SSU Degree Completion Programs, District shall provide student participants access to the District library, health services, other campus services afforded to District students, as well as to bookstore, and shall coordinate with SSU regarding the process for ordering necessary course materials.

- (B) **District Property Use:** SSU and District agree to the following with respect to use of District Property:
- i. District will make the District policy and procedures available to SSU employees and student participants and SSU will work with District to address SSU employees and student participants for his or her failure to comply with such District policy and procedures. SSU School of Extended and International Education will use its best efforts to inform SSU employees and student participants of all relevant District policies and procedures, including conduct while on District property.
 - ii. SSU School of Extended and International Education will use its best efforts to inform SSU employees and student participants that they shall not use profane language, quarrel, fight, gamble, or use intoxicants or narcotics on District property.
 - iii. SSU is responsible for ensuring that the number of people utilizing the Facilities does not exceed the posted maximum occupancy for each Facility if facility maximum occupancy information is provided by the District to SSU.
 - iv. SSU shall not permit SSU employees or student participants to remove or displace District furniture or apparatus unless (a) SSU requests and receives permission from District; (b) a District employee is present to supervise any such removal or displacement; and (c) SSU returns any removed or displaced furniture or apparatus at the end of the Term of this agreement, unless District agrees otherwise in writing. SSU shall be responsible for reimbursing the District for furniture or apparatus that are removed by SSU employees or student participants and are not replaced in the condition in which they were removed.
- (C) **Force Majeure:** In the event of occurrence of forces beyond District's control during the Term of this agreement including, but not limited to, fire, earthquake, flood, storm, strike, or civil disturbance, District reserves its right to suspend its obligation to provide access to District Property to SSU employees and student participants for (i) the duration of any such event; plus (ii) a reasonable period of time after the event to afford District the opportunity to repair any damage caused and ensure the safety of District Property. District must notify all SSU employees and student participants when the District Property is not accessible.

ARTICLE VII. INDEMNIFICATION: The parties agree to indemnify, defend, and hold one another harmless from any and all claims arising from negligent acts or omissions on the part of either party, or any of their respective officers, agents, employees, or representatives, in performance of the parties' respective obligations under this MOU. Neither District nor SSU shall be liable for the negligent acts or omissions of the other.

ARTICLE VIII. EQUAL OPPORTUNITY: The parties agree to provide equal enrollment opportunities to all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status or any other basis protected by law during the Term of this MOU.

ARTICLE IX. THIRD PARTY OBLIGATIONS: This MOU is made solely for the benefit of the parties hereto and is not intended to create third party beneficiaries.

ARTICLE X. APPLICABLE LAW: This MOU shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE XI. PARTIES BOUND: This MOU shall apply to and bind the parties hereto, together with

their respective heirs, successors and assigns.

ARTICLE XII. INTEGRATION: This MOU shall supersede all other proposals and negotiations with regard to the transfer of students from District to SSU and shall constitute the foundation agreement for student transfer from District into SSU.

ARTICLE XIII. MODIFICATIONS: Any modifications, additions, or deletions from this MOU must be in writing and signed by both parties.

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

CALIFORNIA STATE UNIVERSITY, SONOMA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____