



# SAN DIEGO COMMUNITY COLLEGE DISTRICT

*Office of the Chancellor*

CITY COLLEGE – MESA COLLEGE – MIRAMAR COLLEGE – CONTINUING EDUCATION

## DISTRICT GOVERNANCE COUNCIL

**March 16, 2016**

**3:00 p.m. – Room 245**

### **AGENDA**

- \*1.0 Review Minutes of March 2, 2016
- \*2.0 Review of Board Agenda for March 24, 2016
- 3.0 Additional Agenda Items
- 4.0 State Budget Update Carroll, Dowd
- \*5.0 Workgroup on CCC Regulations Report Carroll
- 6.0 Roundtable

#### \*Attachments

BOARD MEETING scheduled: Thursday, March 24, 2016 – 4:00 p.m.  
San Diego Continuing Education  
César Chávez Campus

Next DGC MEETING scheduled: Wednesday, April 6, 2016 – 3:00 p.m.  
District Office – Room 245

*Visitors and observers are welcome. The District Governance Council (DGC) follows an open process and conducts open meetings. However, because of limited space, we ask that visitors sit in the extra chairs provided against the walls to leave room available at the table for voting DGC members. Your help is appreciated.*



## SAN DIEGO COMMUNITY COLLEGE DISTRICT

CITY COLLEGE – MESA COLLEGE – MIRAMAR COLLEGE – CONTINUING EDUCATION

### DISTRICT GOVERNANCE COUNCIL MINUTES

March 2, 2016

**Present:** Akers, Arancibia, Beebe, Beresford, Bocaya, Bulger, Cortez, Dowd, Fremland, Harris, Hsieh, Hubbard, Larson, Luster, Manis, Maron, McMahon, Neault, Payne (for Schmeltz), Surbrook, Watkins, Weinroth, and Chairperson Chancellor Carroll

**Absent:** Kovrig, Schmeltz

**Guests:** Miramontez, Murphy

1. **APPROVAL OF MINUTES**

The minutes of February 17, 2016, were approved.

2. **REVIEW OF BOARD AGENDA**

The agenda for the March 10, 2016, Board Meeting was opened for review by Chancellor Carroll. Each item was discussed and satisfied.

3. **STATE BUDGET UPDATE**

Executive Vice Chancellor Dowd announced that the State Chancellor's Office released the final confirmation of apportionment funding for fiscal year 2014-15 for all districts. She reported that the final Recalculation Apportionment report for SDCCD shows the District as being fully restored of all state imposed FTES revenue reductions; the District is in true growth apportionment funding as of fiscal year 2014-15. Dr. Dowd will be presenting a preliminary budget for 2016-17 to the Board of Trustees in April. While the state only requires district boards to approve a tentative and final budget, the SDCCD also presents a preliminary budget based upon the Governor's Proposed Budget because a tentative budget goes to the board in June when faculty may be gone.

4. **ACCREDITATION FUNCTIONAL MAP REVIEW**

Vice Chancellor Neault walked DGC members through the proposed SDCCD accreditation functional map delineating functional responsibilities of the colleges and district pertaining to each of the accreditation standards. The functional map defines and identifies the primary, secondary, or shared responsibility for each substandard. The Council carefully reviewed the document and suggested changes as appropriate. After thorough review and discussion, the Council unanimously approved the SDCCD accreditation standards Functional Map as amended.

Adjourned 4:40 p.m.

Chancellor's Office & Board of Trustees

# **BOARD MEETING**

2:20 p.m.	Call to Order	Room 103, Multipurpose Room
2:30 p.m.	Closed Session	Room 102-E
3:30 p.m.	Board Open Door Session	Room 107
4:00 p.m.	Continuing Education Campus Meeting	Room 103, Multipurpose Room
5:00 p.m.	Regular Business Meeting	Room 103, Multipurpose Room

**SAN DIEGO CONTINUING EDUCATION CAMPUS MEETING  
FOR  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
THURSDAY, MARCH 24, 2016**

**SAN DIEGO CONTINUING EDUCATION**

4:00 – 5:00 p.m.

**César Chávez Campus** - Room 103

1901 Main Street

San Diego, CA 92113

- I. Welcome from Continuing Education President**.....Carlos O. Turner Cortez, Ph.D.
- II. Greetings from Academic Senate President**.....Richard Weinroth
- III. Greetings from Classified Senate President** .....Neill Kovrig
- IV. Continuing Education Campus Meeting**
  - a. Overview of Classes and Programs at Cesar E. Chavez Campus .... Carlos O. Turner Cortez, Ph.D.
  - b. Healthcare Careers ..... Dean Robin Carvajal
  - c. Entrepreneurship and Small Business Management..... Instructor Matthew Rivaldi
  - d. Citizenship Program ..... Instructor Mechelle Perrott
- V. Closing Remarks**.....Carlos O. Turner Cortez, Ph.D.

**5:00 P.M. SDCCD Board of Trustees Meeting (Regular Open Session)**

**9      BOARD POLICIES**

- 9.01** Consideration and adoption of the following new Chapter 3 – General Institution, Board Policy (First Reading 3/10/16):  
BP 3530 Weapons on Campus (Attachment A).

**10     NEW BUSINESS**

- 10.01** Consideration and nomination of members to the California Community College Trustees (CCCT) board of directors of the Community College League of California.
- 10.02** In the matter regarding the Trustee Advisory Council (TAC), authority is requested to remove the following individual who has ended his service on the TAC, (originally nominated by Trustee Senour) with appreciation expressed for his advice and support:  
Dr. Robert Garber

**11     INSTRUCTIONAL SERVICES**

- 11.01** Consideration and approval of new or revised courses and programs.
- 11.02** In the matter of Educational Partnership Agreement between the San Diego Unified School District (SDUSD) and San Diego Mesa College, authority is requested to enter into an agreement with San Diego Unified School District to establish a Legacy Program beginning July 1, 2016. This Educational Partnership Agreement is developed in accordance with the overarching terms and conditions of the First Amended Memorandum of Understanding (SV-14- 0291-13) between SDUSD and the San Diego Community College District (SDCCD).
- 11.03** In the matter of the Educational Partnership Agreement between the San Diego Unified School District (SDUSD) and San Diego Mesa College that recognizes the Accelerated College Program (ACP) between SDUSD high schools and San Diego Mesa College, authority is requested to enter into an agreement with San Diego Unified School District beginning July 1, 2016. This Educational Partnership Agreement is developed in accordance with the overarching terms and conditions of the First Amended Memorandum of Understanding (SV-14- 0291-13) between SDUSD and the San Diego Community College District (SDCCD).

**12     STUDENT SERVICES**

- 12.01** In the matter regarding the overnight geology field trip to the Julian and the Anza-Borrego Desert State Park, authority is requested to allow students to participate in an overnight field trip to Julian and Anza- Borrego Desert State Park, in California, to investigate sites of geologic interest. This trip includes all applicable sections of GEOL 100 and GEOL 101 at San Diego Mesa College that will travel from 8:00 a.m., April 9, 2016, through approximately 4:00 p.m., April 10, 2016. All sections will be accompanied by their respective instructors.

**13 BUDGET AND FINANCE**

- 13.01** In the matter of the 2015-2016 Mesa College Financial Aid Alternative Loan budget, authority is requested to accept, budget and spend an additional \$100,000.
- 13.02** In the matter of the Board Financial Assistance Program (BFAP) from the California Community College Chancellor's Office (CCCCO) and the Full Time Student Success Grants (FTSSG) from the California Student Aid Commission, in the 2015-2016 Budget at City College and Miramar College, authority is requested to accept, budget and spend an additional \$686.00 in the City College General Fund Restricted BFAP budget and an additional \$33,300 in the Miramar College Financial Fund FTSSG budget.
- 13.03** Consideration and Adoption of a Resolution in the matter of authorizing Business and Technology Services to make General Fund/Unrestricted budgetary and financial transfers effective April 1, 2016, through June 30, 2016.
- 13.04** Approval of purchase orders prepared during the period of February 1, 2016, through February 29, 2016.

**14 HUMAN RESOURCES**

- 14.01** Certification of short-term personnel service effective on or after March 25, 2016, per California Education Code Section 88003.
- 14.02** In the matter of the Military Education Program, effective March 25, 2016, authority is requested to delete 1.0 FTE vacant Senior Clerical Assistant position (#10882), Range 18 (\$3,113.28 -\$4,969.49) AFT/Office-Technical Unit.
- 14.03** In the matter of the Student Equity Program at San Diego Miramar College, effective July 1, 2016, authority is requested to establish 1.0 FTE Associate Dean position, Range 16 (\$7,428.55-\$11,881.80), in the Management Employees Unit, at San Diego Miramar College, Matriculation & Student Development Office. The position will be funded by the San Diego Miramar College Student Equity budget.

**15 FACILITIES, BUILDINGS AND REAL ESTATE**

- 15.01** Authority to award a contract for the Morley Field Renovation at Balboa Park for City College to the lowest responsible bidder, The Chigosi Company, on the basis of the listed base bids.
- 15.02** In connection with Proposition N, authority is requested to award a contract to Fordyce Construction Inc., the lowest responsible, responsive bidder, on the basis of the base bid for the Black Mountain Entry Project at Miramar College.

**From:** Constance Carroll  
**Sent:** Wednesday, March 09, 2016 4:53 PM  
**Subject:** Workgroup on CCC Regulations Report

Dear CEO Colleagues:

I am writing on behalf of Chancellor Sandra Serrano and President William Duncan, to inform you and to request your input regarding the preliminary report of the Workgroup on California Community Colleges Regulations, specifically the 50% Law and the Faculty Obligation Number (FON). There are serious implementation problems with both regulations, which have caused difficulty for our districts and colleges over the years. However, to date, no practical solutions have been proposed. That is what our group has tried to craft.

We are aware of existing polarities regarding the 50% Law, between those who feel it should be eliminated entirely and those who feel it should not be changed in any manner. It is clear that the California Legislature is not going to simply eliminate the law, and all attempts to do so have failed. It is also clear that no changes to the statute will be allowed unless both sides of the issues can agree on an outcome. Our group was tasked with finding a practical and fair pathway forward.

To ensure a balanced perspective in this work, CCC Chancellor Brice Harris appointed ten people to the Workgroup, including participation by CEOs and other administrators, the System Office, the Statewide Academic Senate, and several statewide faculty unions. The following members participated:

#### Co-Chairs

Bonnie Ann Dowd, Executive Vice Chancellor of Business and Technology Services,  
San Diego CCD, and former Chair of the Association of Chief Business Officers (ACBO)  
David Morse, President, Academic Senate for California Community Colleges

#### Members

Constance Carroll, Chancellor, San Diego Community College District  
William Duncan, Superintendent-President, Sierra College, and former Chair of ACCCA  
Sandra Serrano, Chancellor, Kern Community College District  
Dan Troy, Vice Chancellor of College Finance & Facilities Planning, California  
Community Colleges Chancellor's Office  
Julie Bruno, Vice President, Academic Senate for California Community Colleges  
Jim Mahler, President, California Federation of Teachers (CFT) Community College  
Council  
Lynnette Nyaggah, President, California Teachers Association (CTA) Community  
College Association  
Richard Hansen, President, California Community College Independents

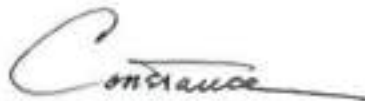
After a number of meetings and considerable research, our Workgroup reached consensus on our preliminary findings and recommendations (see attached report). Some highlights of the report are:

Regarding the 50% Law. We found that this law, which came into being in 1961, was well intentioned. However, at the time of its initiation, instruction was defined as those activities that occurred within the classroom. Thus, the personnel costs associated with instructional faculty, the cost of assistants and tutors assigned to the classroom, and a few other items were all that could be charged as complying with the 50% Law. Since 1961, the nature of education has expanded to include instructional technology and the roles of people who support students' education and success beyond the actual classroom, e.g., counselors, librarians, tutors, and others. Our Workgroup believes that these additional categories should be included in the compliance column of the 50% Law. If these recommendations are adopted, the next step will be for our Workgroup to develop a new percentage that will reflect the changes and permit maximum flexibility for our colleges and districts.

Regarding the FON. In 1988, AB 1725 was passed calling for comprehensive reforms in the community colleges. Prominent among these reforms was the goal of achieving a balance in instruction of 75% full-time faculty to 25% part-time faculty, with progress to be measured by the FON. For many reasons, notably the unreliability of state augmentation funding for full-time faculty, economic recessions, and other impacts, the entire system has made little progress toward the 75% goal, and the FON has, in some cases, been viewed as an end in itself. Our Workgroup believes that we should re-benchmark the FON, institute a local planning requirement for achieving the 75% goal over time, and request funding for this goal. If these recommendations are taken, the next step will be for the Workgroup to develop a detailed approach for these components.

Please take some time to read our report and let Sandra, Willy, and me know your thoughts.

Many thanks.



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**SAN DIEGO  
COMMUNITY COLLEGE  
DISTRICT**

## **THE 50% LAW AND THE FACULTY OBLIGATION NUMBER: A PROPOSAL**

For many years, the 50% Law (Education Code Section 84362) and the Faculty Obligation Number (FON, Title 5 Sections 51025 and 53311) have been both guiding principles and sources of controversy in the California Community College System. Attempts have been initiated on numerous occasions and from various parties to reform or even abolish these statutory and regulatory requirements. However, as much as some groups have called for change, others have just as vigorously defended these requirements as necessary and beneficial to the system. As a result, both the 50% Law and the FON have remained essentially unchanged.

In the fall of 2014, a small contingent of faculty and administrators, motivated by their shared interest in exploration of ways to improve the 50% Law and the FON, embarked on an effort to set in motion a serious discussion of these requirements. Presentations at conferences and meetings of the Community College League of California, the Academic Senate for California Community Colleges, the Association of California Community College Administrators, and other groups revealed significant interest and willingness from many different parties to engage in this discussion. In response to this interest, Chancellor Brice Harris commissioned a small workgroup of faculty and administrators to explore the issues and, if possible, to develop a proposal for reform.

The workgroup considered a number of issues relevant to the 50% Law and the Faculty Obligation Number. Among these issues were the changing needs of students and the changing instructional environment since the 50% Law was enacted in 1961 and the FON was instituted in conjunction with AB 1725 (Vasconcellos) in 1988. The discussion included the ways in which instructional practice has changed, especially with regard to how learning has become a shared activity with a greater appreciation for instructional support services inside and outside the classroom. While the community college system has always been dedicated to student success, the more recent focus on services that support student success through initiatives such as the Student Success and Support Program, along with an increased emphasis on accountability and a greater dependence on instructional technology, call for a redefinition of the expenses considered to be instructional in nature. The workgroup also considered the ways in which the various requirements of the 50% Law and the FON might be aligned into a more compatible and cohesive form. With regard to the FON, the group explored ways in which the system might make steady progress toward the goal stated in Education Code Section 87482.6 of 75% of instructional hours being provided by full-time faculty, something the present FON requirement was never designed to accomplish.

As it deliberated on possibilities for revising the 50% Law and the FON, the workgroup agreed on the following overall guiding principles and conclusions:



- A. The focus of the 50% Law should continue to be on instructional costs
- B. Any new definition of instructional costs would necessitate a re-determination of the percentage of general fund dollars appropriate to those costs
- C. General fund match requirements should be eliminated for all restricted funds
- D. The FON should be modified to reflect an ongoing focus on making progress toward the 75% goal in a systematic way

Within this context, the workgroup developed the following proposals for revising the 50% Law and the FON. The workgroup members unanimously agreed upon and support these proposals and believe them to be realistic changes that can address the various interests of the system's constituent groups. However, these discussions constitute only the first step in a process. A further set of meetings to review statistical data and establish the recommended changes in the percentage is required in order for these proposals to move forward. The proposals are intended to provide the framework for a system-wide discussion and the core components for a serious consideration of possible revisions. Any actual recommended change to either statute or regulation will require agreement through the system's established consultation process.

### ***The 50% Law***

In no case did the workgroup entertain the idea of abolishing the 50% Law. The workgroup members recognized that the law serves specific purposes for which it should be preserved. Rather, the focus of the workgroup was to consider ways to revise the law in a manner that retains its focus on learning and instruction while allowing more budgetary flexibility and making it more compatible with the FON and the 75% goal.

After entertaining a variety of approaches to this issue, the workgroup agreed that the essential structure of the 50% Law should remain unchanged but that the definition of instructional expenses should be reconsidered. With the expenses that should be included on the instructional side of the law's equation having been identified, the workgroup also agreed that an appropriate percentage of instructional costs as a proportion of the general fund total costs will need to be determined and that ultimate consensus by the workgroup is dependent upon agreement regarding this percentage

In determining which expenses to include as aspects of instruction, the workgroup agreed in principle that only costs that directly impact instruction and learning should be included. The direct instructional costs that are outlined in the current 50% Law were retained as essential in the calculation of instructional expenses. The following criteria were used in determining additional costs that could be included as instructional:

- A. All faculty work outside the classroom that plays a direct role in the education of students.
- B. Individuals who provide educational services directly to students
- C. Services that assist in the direct education of students.
- D. Governance activities that pertain directly to the education of students.
- E. Professional activities that pertain to the curriculum.

Using these criteria, the workgroup considered a wide array of possibilities. Some proposed expenses were rejected on the basis that they were primarily administrative functions, were too distant from the classroom, or for other reasons that prevented them from meeting the criteria. The final determination of the workgroup was that the following expenses should be included as instructional in the new calculation:

- All expenses considered to be instructional in the current calculation
- Salaries and benefits of counselors and librarians  
*Counselors and librarians are faculty members who serve necessary functions for the instruction of students, whether inside or outside the classroom.*
- All tutors performing in an instructional capacity in a supervised setting  
*Tutoring and support services, including supplemental instruction programs, are an essential aspect of promoting student success. These expenses should be limited to college-developed programs that involve tutoring services monitored by and performed under faculty supervision. Tutoring services should be seen as a supplement to faculty and should not be used to replace direct faculty instruction.*
- Faculty reassigned time for instructional program and curriculum development and modification  
*Faculty participation in curriculum development, design, and modification is necessary for the creation and maintenance of effective instructional programs.*
- Reassigned time for college and district academic senate governance activities  
*Academic senate participation and representation in governance activities is essential for effective collegial decision-making that has a direct impact on the instructional program.*

If all of these expenses were included as instructional, a new percentage amount of the general fund budget appropriate to these expenses would need to be determined.

In addition, the workgroup agreed that new purchases for instructional software and technology should be excluded from the 50% Law calculation and should not be counted on either side of the equation.

### ***The Faculty Obligation Number***

The FON was established in 1989 as a means of ensuring that colleges at a minimum increased their number of full-time faculty workforce in proportion to their growth in credit FTES. Annually, the Board of Governors determines whether or not the state budget has provided colleges with resources adequate to implement the regulation. However, increases in the FON in times of growth are reversed in times of revenue decline. Consequently, since the creation of the FON, the percentage of instruction provided by full-time faculty in the system has decreased rather than increased and progress has not been achieved toward the system's 75% goal.

Having 75% of instructional hours provided by full-time faculty was one of the most important goals under AB 1725. The legislation explained the importance of this goal as follows:

If the community colleges are to respond creatively to the challenges of the coming decades, they must have a strong and stable core of full-time faculty with long-term commitments to their colleges. There is proper concern about the effect of an over-reliance upon part-time faculty, particularly in the core transfer curricula. Under current conditions, part-time faculty, no matter how talented as teachers, rarely participate in college programs, design departmental curricula, or advise and counsel students. Even if they were invited to do so by their colleagues, it may be impossible if they are simultaneously teaching at other colleges in order to make a decent living. (AB1725 Vasconcellos 1988 Section 4 .b.)

The California community college system has failed to attain this goal for a number of reasons, including but not limited to a lack of funding for increased full-time faculty hiring, fluctuations in the economy, rapid enrollment growth, faculty retirement incentives, and competing demands for system resources. Rather than encouraging the system to make progress toward the 75% goal, the FON has itself become the goal for most colleges.

In order to refocus the system's attention on the 75% goal and to ensure that the FON is used to make progress toward this goal, the workgroup recommends implementation of the following procedures and requirements regarding full-time faculty hiring:

- The FON should continue to be employed based on FTES changes and state-allocated funding for enrollment growth, and current FON requirements should be re-benchmarked based on districts' full-time faculty workforce in the fall of 2015. This re-benchmarking should include noncredit faculty, who are currently excluded from the FON equation.
- A sliding scale should be established for future adjustment of the FON, with those institutions with the lowest percentage of full-time faculty expected to show greater progress. Such a sliding scale would help to make progress at

institutions that have performed less successfully in full-time faculty hiring without placing undue requirements on higher-performing institutions.

- The system should continue to advocate for a standing line-item allocation in the state budget for full-time faculty hiring.
- All community college districts should be required to submit to the Chancellor's Office a five-year plan for full-time faculty hiring designed to make local progress toward the 75% goal. Districts should review and update these plans on an annual basis. Completion and submission of this plan should require signatures from the local academic senate, the faculty bargaining agent, and the district CEO. Elements of the plan should include the following:
  - The district's historical performance in terms of full-time hiring and progress toward the 75% goal;
  - Demonstration of ways in which the district has integrated full-time faculty hiring goals into its overall college planning process;
  - The district's projected five-year goal for full-time faculty hiring and progress toward the 75% goal, coordinated at minimum with the sliding scale developed for adjustment of the FON; and
  - The district's anticipated strategies for achieving its five year goal, including maintenance of its full-time faculty numbers in the event of an economic downturn and progress toward the 75% goal both in years in which the system receives growth funding or other additions to base funding and in years in which designated state-level funding for such hiring is not provided.

To assure an ongoing local commitment to academic quality, penalties for failure to achieve the redesigned FON, which will be structured with the intent of helping districts make progress toward the 75% goal, will be connected to progress toward the goals in the district's plan. Hardship exemptions may be allowed for districts under specified fiscal conditions.

- Data regarding the district's performance and progress toward achieving the 75% goal should be included in both the CCC Scorecard and the CCCC Institutional Effectiveness Partnership Indicators.

### ***Workgroup Recommendations for Further Steps***

1. Definition of instructional expenses and a process for promoting full-time faculty hiring were the focus of the initial discussions of the workgroup and are outlined in this report. While the workgroup reached consensus on these matters, all members recognize that the consensus will not be complete until further details are defined. The workgroup therefore intends to continue meeting in order to review data and develop the following necessary aspects of the proposal:
  - a. The specific percentage of the general fund budget that will constitute the minimum for instructional expenses under the revised formula for Education Code Section 84362, previously referred to as the 50% Law.

- b. The specifics of the sliding scale formula for the future adjustment of the re-benchmarked Faculty Obligation Number and its application to district plans for making progress toward the 75% goal.
  - c. The specific hardship circumstances under which districts could be exempted from demonstrating progress toward the 75% goal in their full-time faculty hiring plans.
2. The workgroup also recognizes that revision of the 50% Law and establishment of a process that demonstrates commitment to progress toward the 75% full-time faculty goal are dependent on one another. Both revisions must be pursued in conjunction with one another, with the requirement of a full commitment of system partners to both revisions before either takes place.

**Task Force Members**

Julie Bruno, Vice-President, ASCCC

Constance Carroll, Chancellor, San Diego CCD

Bonnie Ann Dowd, Executive Vice-Chancellor for Business and Technology Services,  
San Diego CCD, Workgroup Co-Chair

William Duncan, Superintendent-President, Sierra College

Richard Hansen, President, CCCI

Jim Mahler, President, CFT Community College Council

David Morse, President, ASCCC, Workgroup Co-Chair

Lynette Nyaggah, President, CCA/CTA

Sandra Serrano, Chancellor, Kern CCD



# SAN DIEGO COMMUNITY COLLEGE DISTRICT

*Office of the Chancellor*

CITY COLLEGE – MESA COLLEGE – MIRAMAR COLLEGE – CONTINUING EDUCATION

## DISTRICT GOVERNANCE COUNCIL

**March 16, 2016**

**3:00 p.m. – Room 245**

### **REVISED AGENDA**

- \*1.0 Review Minutes of March 2, 2016
- \*2.0 Review of Board Agenda for March 24, 2016
- 3.0 Additional Agenda Items
- 4.0 State Budget Update Carroll, Dowd
- \*5.0 Workgroup on CCC Regulations Report Carroll
- \*6.0 National University MOA Bulger
- 7.0 SDCCD colleges and the districtwide understanding of: Dual Enrollment Academic Senates (All Colleges)
- \*8.0 Accreditation Carroll
- 9.0 Roundtable

#### \*Attachments

BOARD MEETING scheduled: Thursday, March 24, 2016 – 4:00 p.m.  
San Diego Continuing Education  
César Chávez Campus

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*Visitors and observers are welcome. The District Governance Council (DGC) follows an open process and conducts open meetings. However, because of limited space, we ask that visitors sit in the extra chairs provided against the walls to leave room available at the table for voting DGC members. Your help is appreciated.*

# National University MOA

## Questions/Responses

1. Will the application fee be waived for the Completer degree program?  
**Response:** The expected deadline for the program to begin is September 2016. Our standard application fee of \$60 will be waived for students in this program. Tuition will be charged per course.
2. What is the expected cohort size and how will it be managed if it falls below a certain level?  
**Response:** While 40 students is the goal, a variance of 15% +/- would be considered acceptable. This would allow a range of 34-46 students per cohort. This range would be required for each of the depth areas. Any depth area that drops below 20 students would be considered for termination. In the event of a termination, students would be able to take the classes online as well as at a center.
3. Under what circumstances may students repeat a course in the program?  
**Response:** A student who failed a course would be allowed to repeat the course once at no cost to the student. A performance plan developed with our Student Academic Success advisors would be required to ensure future success in the program. Courses in the depth area do not have prerequisites that would require the student to step out of the program. Students could continue with their cohort and complete the repeat course at a later time.
4. What support services are available to students in the Completer degree program?  
**Response:** See the MOA.
5. What happens if students need to take some time off?  
**Response:** Students that need to miss courses to take time off may either a.) Take the missed courses with the following year's cohort or, if they do not want to wait, b.) Take the course at a later date with the general student population at the 25% discount rate.
6. Will students sign an agreement?  
**Response:** Yes. The agreement is under development. See the attached Undergraduate Application.
7. Is a legal review of the agreement necessary?  
**Response:** No
8. Should it be on a Board agenda for approval?  
**Response:** No
9. Will we have another discussion at DGC?  
**Response:** Yes
10. What is the cost of completing the degree if the program is discontinued due to low enrollment?  
**Response:** See attached.
11. Can the term of the agreement be two years?  
**Response:** National University has agreed to a two-year term for the agreement.

## National University MOA—Timeline

- November 19, 2014: Hess emailed the AOs regarding the process for TAG agreements—AOs explained TAG agreements are handled by the “Transfer Center Directors”
- Fall 2014-Spring 2015: Hess met with Transfer Center Directors and National University representatives to develop a TAG agreement

Meetings: 12/8/2014; 4/27/2015

- May 2015: TAG agreement was planned to be finalized.
- Summer 2015: Change in leadership and staff at National University delayed the development of the TAG agreement
- Late Summer/Early Fall 2015: New leadership at National University and SDCCD reconvened the discussions and the TAG agreement changed to an MOA
- 8/31/2015: Hess sent an email to the Transfer Center Directors regarding the change (attached emails demonstrate support from the Transfer Center Directors)
- 9/1/2015: Hess sent an email to the AOs explaining the change and requested their input—AOs explained they needed to be included in the initial development of MOUs/MOAs
- Fall 2015-Spring 2016: Hess began working with the AOs to modify the MOA proposal.

Discussed National MOA at following DAC meetings: 10/7/2015, 11/5/2016, 12/2/2015, 2/3/2016

\*DAC was cancelled in September and we did not hold a regular DAC meeting in January.

- December 2015: City and Miramar requested a meeting with the National University representatives to ask questions and clarify concerns. Mesa AO stated she did not need to meet without input from her Academic Senate.
- January 2016: Hess, Miramar and City AOs met with National University representatives to ask questions regarding the MOA. Mesa AO was invited to attend the meeting, but declined because she needed input from the Academic Senate.
- January 2016/February 2016: Revised draft of the MOA was developed to incorporate clarifying language



### National University Completer Degree - 17 course program

This document contains "what-if" scenarios should the 40 student cohort experience an attrition rate of more than 50% (less than 20 students). It is important to stress the high improbability of a discontinued cohort. National University students that transfer from community colleges have a 70% graduation rate. Students participating in cohort-based models have an even higher completion rate.

Cohort Student Price per Course	\$500
Non-Cohort Price per Course (after 25% SDCCD scholarship discount)	\$1,195
<i>*Standard tuition rate is \$1593 per course</i>	

The National University Completer Degree program requires 17 courses of Upper Division units. An additional 3 lower division courses (9 semester credits), in addition to the minimum 60 semester credits, may be transferred from SDCCD (or other California community college).

#### Scenario One - Most Likely Scenario

Student Cohort successfully graduates with Bachelor of Arts degrees (17 courses)

17 courses at \$500	\$8,500
<hr/> Total Bachelor of Arts cost	\$8,500

#### Scenario Two

Cohort is discontinued at the 53% completion mark (9 courses)

9 courses at \$500	\$4,500
8 courses at \$1195	\$9,560
<hr/> Total Bachelor of Arts cost	\$14,060

#### Scenario Three

Cohort is discontinued at the 77% completion mark (13 courses)

13 courses at \$500	\$6,500
4 courses at \$1195	\$4,780
<hr/> Total Bachelor of Arts cost	\$11,280

#### Scenario Four

Cohort is discontinued at the 35% completion mark (6 courses)

6 courses at \$500	\$3,500
11 courses at \$1195	\$13,145
<hr/> Total Bachelor of Arts cost	\$16,645



# UNDERGRADUATE APPLICATION FOR ADMISSION

National University

9960 Carroll Canyon Road, San Diego, CA 92131

Phone: (800) NAT-UNIV (1 [800] 628-4648) • Website: www.nu.edu • E-mail: advisor@nu.edu

## Personal Data

Please Use Legal Name On Application

Mr. Mrs. Dr.				Social Security Number	
Mrs. Ms. Last Name		First	Middle	Suffix	
Home Address				Home Phone	
Street				Area	
City		State	ZIP		
Mailing Address (if different from above)				Cell Phone	
Street				Area	
City		State	ZIP		
Gender (circle)	Date of Birth	Place of Birth		Citizenship	
M F	/ /	City		Do you hold a U.S. Permanent Resident Card?	
	mo. day year	State Country		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Preferred First Name		Your Former Last Names (if any)		E-mail Address(es)	
				Primary:	
				Secondary:	
Ethnicity / Race: Do you consider yourself to be Hispanic / Latin? <input type="checkbox"/> Yes <input type="checkbox"/> No					
In addition, select one or more of the following racial categories to describe yourself: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Black or African American					
<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or Other Pacific Islander					
Emergency Contact Information					
Name		Street	City	State	ZIP
Relationship		Phone(s)	Cell Phone		
Marital Status (check one)					
<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Head of Household <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed					
Interested in Financial Aid? <input type="checkbox"/> Yes <input type="checkbox"/> No					
How did you hear about National University?					

## Employment

Employer/Company Name		Job Title/Occupation			
Employer Address					
Street		City		State	ZIP
Country (if foreign)		Office Phone		Approximate date you began your employment with this company	
		( )			
		Area		Ext.	

## Military

Current Military Status (check one)			
<input type="checkbox"/> Active Duty	<input type="checkbox"/> Active Reserve	<input type="checkbox"/> Dependent Active Duty	<input type="checkbox"/> Retired Military
<input type="checkbox"/> Inactive Reserve	<input type="checkbox"/> Civilian Contractor (on base)	<input type="checkbox"/> Department of Defense Employee	<input type="checkbox"/> Homeland Security Employee
Military Rank: _____ Military Branch: <input type="checkbox"/> Air Force <input type="checkbox"/> Army <input type="checkbox"/> Coast Guard <input type="checkbox"/> Marine Corps <input type="checkbox"/> Navy			
Military Base Name, City, and State: _____			
Check if Applicable: <input type="checkbox"/> VA Benefit			

<input type="checkbox"/> New Applicant <input type="checkbox"/> Returning Student <input type="checkbox"/> Adding a Plan  STUDENT NUMBER:	I certify that the information provided in this application is accurate and complete. If I am accepted as a student I agree to abide by all the rules of the University. I understand that for my new or returning student application to be complete, I must remit a \$60 non-refundable application fee.  X Applicant's Signature _____ Date _____
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I hereby certify that I have received a copy of National University's Drug and Alcohol Abuse Prevention Policy.	
X	
Applicant's Signature	Date

**UNDERGRADUATE DOCUMENT RECORD AND PRELIMINARY PROGRAM OF STUDY**

National University

9990 Carroll Canyon Road, San Diego, CA 92131

Phone: (800) NAT-UNIV () (800) 628-6648 • Website: www.nu.edu • E-mail: advisor@nu.edu

**Name**

Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ Suffix \_\_\_\_\_

**Student ID:****Last High School Attended**

High School Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Diploma Date: \_\_\_\_\_ GPA: \_\_\_\_\_ In lieu of a high school diploma, did you pass the GED or CHPSE?  Yes  No**Postsecondary Institutions Attended**

Institution	Start Date – End Date	City	State	Semester Units	Quarter Units	GPA	Degree Awarded	Degree Date
<i>Example: XYZ University</i>	<i>9/1/88 – 9/1/99</i>	<i>Anytown</i>	<i>CA</i>	<i>66</i>	<i>----</i>	<i>3.0</i>	<i>AA</i>	<i>5/5/05</i>
1.								
2.								
3.								
4.								
5.								
6.								

NOTE: FOREIGN TRANSCRIPTS REQUIRE EVALUATION BY A FOREIGN CREDENTIAL ANALYST

**Non-Collegiate Credit**Military Documents:  Joint Services Transcript (JST)Exams: (check all that apply)  SAT  ACT  CLEP  AP  Dantes**Educational Goals**

What is your area of academic interest?

How do you prefer to take your classes?  Onsite  Online  Combination**POSTPONED TUITION AGREEMENT FOR FINANCIAL AID APPLICANTS**

I hereby request a one-time postponement of my tuition obligation while my application for financial aid is processed. I understand that my tuition payments will be postponed until financial aid is posted to my student account, unless it is previously determined that I am ineligible to receive Financial Aid. I understand that in order to keep my postponed tuition status I must comply with all four of the following:

1. I must submit a Free Application for Federal Student Aid (FAFSA) to the Department of Education (DE) with National University (011460) identified as the institution of attendance within 30 days of admission to National University.
2. I must return my Financial Aid Verification Packet to National University within 30 days of receipt.
3. I must submit all required official transcripts to the National University Registrar's Office within 60 days from date of admission to the University.
4. I must attend classes so that there is never more than a one-month break in attendance at any point during my postponement, as per the published financial aid refund policy.

If I break any condition of this agreement, I understand that all tuition, fees, and other charges will be due and payable immediately.

Student Signature **accepting** this postponement: X \_\_\_\_\_ Date: \_\_\_\_\_Student Signature **declining** this postponement: X \_\_\_\_\_ Date: \_\_\_\_\_



## ENROLLMENT AGREEMENT

National University

9980 Carroll Canyon Road, San Diego, CA 92131

Phone: (800) NAT-UNIV (1 (800) 628-0648) • Website: www.nu.edu • E-mail: advisor@nu.edu

Student ID: \_\_\_\_\_

Congratulations on your decision to become a student at National University. This agreement covers your obligation to pay tuition and fees. By signing this agreement, you agree to the following terms:

**TUITION AND FEES.** You agree to pay to the University tuition and fees for each course in which you enroll at the amount then being charged. You understand and agree that the University has the right to change the amount of the tuition and fees at any time.

**MONTHLY BILLING.** A billing statement will be sent to you by the University approximately two weeks before the first class session of each course. The full amount of tuition is due and must be paid by you before the first class session. If you fail to pay tuition when it is due, you will be billed a late charge and may be required to pay collection costs including reasonable attorney's fees and court costs which are described in this agreement.

**FINANCIAL ASSISTANCE.** You are responsible for the full amount of tuition and fees charged by the University even though you may be eligible for a Stafford Loan, Veterans benefits, or other government or company sponsored financial assistance. You agree that eligibility for financial assistance under these programs is not controlled by the University and the University makes no promise or representation that you will be eligible to receive financial assistance or the amount of financial assistance. You are responsible for ALL tuition, fees and other charges regardless of whether financial aid is received or employers or other third parties pay as agreed. However, if you are eligible and apply for financial assistance through a financial assistance program approved by the University, you may request a one-time postponement of your tuition obligation while your aid is being processed (see Postponed Tuition Agreement for Financial Aid Applicants). When your financial assistance is received by the University, you agree, as a condition of your enrollment, to pay your total tuition and fees for the current payment period and receive a refund on any overpayment within ten working days.

**LATE CHARGE.** If tuition is not paid by you when it is due, you agree that the University will incur administrative costs and other expenses in an amount that is difficult and impractical to determine. You further agree that a late charge of \$25.00 is a reasonable amount for the University to charge for the costs and expenses incurred by the University as a result of your failure to pay tuition when due, and for each course for which you enroll and fail to pay tuition when due, and for each course for which you make only minimum tuition payments. Each tuition payment received from you will be first applied to the oldest tuition obligation.

**COLLECTION COSTS.** If you do not pay your tuition and fees as required by this agreement, the University may incur collection costs. You promise to pay all collection costs, including reasonable attorney's fees and court costs.

**BAR FROM CLASS ATTENDANCE.** If you fail to pay your tuition when it is due or break any of your promises in this agreement, the University may bar you from attending additional courses until your tuition is fully paid or satisfactory arrangements have been made with the University's Student Accounts Office.

**YOU UNDERSTAND AND AGREE THAT THE UNIVERSITY WILL WITHHOLD GRADES, TRANSCRIPTS, DIPLOMAS, AND OTHER SERVICES IF YOU FAIL TO PAY TUITION OR BREAK ANY OF YOUR PROMISES TO THIS AGREEMENT.**

**OFFICIAL ENROLLMENT.** Official enrollment in a class requires registration with an Admissions Advisor or self-registration through the student portal prior to the first night of class. Late registration requires instructor approval. Instructors are not authorized to allow non-registered students to receive grades or to attend class.

**ATTENDANCE.** If you are enrolled in a course which you are unable to attend, you agree to notify an Admissions Advisor as soon as possible. Adding, dropping, or substituting courses may affect your Veterans benefits or other financial assistance. You should contact the University's Veterans Office or a Financial Aid Advisor if you have any questions.

**STUDENTS USING GI BILL EDUCATIONAL PROGRAMS AND VA BENEFITS.** The U.S. Department of Veterans Affairs pays for the minimum number of courses required to complete the current education program of study. VA does not pay for prior credits, transfer courses taken at another school and/or prior military experience/training granted appropriate credits to the current education program of study. This approach shortens the training time necessary to complete the current education program of study, avoids repeating courses taken at another school and precludes overpayments of GI Bill and VA benefits.

**REFUNDS.** If you drop or withdraw from a course after the first day of class, you are entitled to a refund according to the following refund schedule:

**For all online classes or onsite classes in California:**

Before midnight of the ninth (9th) day of the session, 100% is refundable.

Before midnight of the tenth (10th) day, 50% is refundable.

After midnight of the tenth (10th) day of the session, 0% is refundable.

**For onsite classes taken in Nevada:**

Before midnight on the ninth (9th) day of the session, 100% is refundable.

Before midnight of the tenth (10th) day, 64% is refundable.

Before midnight of the eleventh (11th) day, 60% is refundable.

Before midnight of the twelfth (12th) day, 57% is refundable.

Before midnight of the thirteenth (13th) day, 54% is refundable.

Before midnight of the fourteenth (14th) day, 50% is refundable.

Before midnight of the fifteenth (15th) day, 46% is refundable.

Before midnight of the sixteenth (16th) day, 43% is refundable.

Before midnight of the seventeenth (17th) day, 40% is refundable.

After midnight of the seventeenth (17th) day of the session, 0% is refunded.

You will not receive a refund unless you withdraw from the course through an Admissions Advisor. Non-attendance or non-participation does not entitle you to a refund; you must officially withdraw from a course within the stated deadlines to receive a refund. You must then mail or deliver a written request for the refund to the University's Student Accounts Office.

The University will mail your refund approximately ten working days from the date your written request is received, but no refund will be made unless you have a credit balance with the University.

If you are receiving government sponsored financial assistance, your right to receive a refund and the amount of the refund is established by the United States Department of Education. However, the admission fee charged by the University is nonrefundable. Refer to the Catalog.

**COPYRIGHT PROTECTION.** You understand that the course materials that you will receive during the academic program are protected by copyright, trademark, and unfair competition laws. Any unauthorized use or copying of those materials, without the written consent of the University, could subject you to civil and criminal penalties.

**ARBITRATION.** Except as otherwise provided for in this agreement, you and National University (including its affiliates and all trustees, officers, agents, representatives, and employees of National University and its affiliates) (collectively referred to herein as the "University") agree that all disputes, claims, or controversies arising out of or relating in any way to this Agreement or your application or enrollment at the University shall be settled by binding arbitration. In other words, instead of having disputes resolved by a court or jury, all disputes between you and the University—except as stated below—shall be resolved by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§1-16). The California Arbitration Act shall not apply to any arbitration under this Agreement.

Notwithstanding the foregoing, this Arbitration Agreement shall not apply to any dispute or claim that would qualify as a limited civil case under California law.

The arbitration shall be conducted in San Diego, California, or, at your election, in the city where you applied or were enrolled with the University. The award rendered by the arbitrator may be entered in any court having jurisdiction.

You and the University further agree to waive any right to bring or participate in any class or representative action related to this Agreement or arising from your application or enrollment at the University. In short, all disputes between the parties shall be resolved in an individual arbitration and not in any form of class, representative, or consolidated proceeding.

If you are the party initiating the claim, you will be responsible for the arbitration costs in an amount equal to the filing fee required to initiate a claim in San Diego Superior Court. The University shall be responsible for all other costs of arbitration, excluding fees or other expenses incurred by a party for his or her own benefit.

#### Statement of Acknowledgement

I understand that the ESTIMATE of the courses required that I received from my advisor is unofficial and that the "Notice of Evaluation" from the Records Office in San Diego is the official notification of official acceptance of the course of study required to complete my degree. I know I must request official transcripts to be sent directly to the San Diego Records Office from ALL colleges attended. A high school transcript is required unless I have completed 60 or more semester units (90 quarter units) of transferable colleges attended or conferred Associates Degree. I am allowed no more than sixty (60) days from the date of application to provide all documents required for evaluation. I was given the following:

- NU Catalog       CLEP Information       Financial Aid Scholarship Information       Transcript Request Cards (upon request)  
 Pathway to Graduation Student Guide       Accuplacer       Estimate of Courses       Other: \_\_\_\_\_

Student Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Interviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

#### For Office Use Only:

Student ID: \_\_\_\_\_ Academic Plan: \_\_\_\_\_  
Estimated Start Date: \_\_\_\_\_ Sub Plan: \_\_\_\_\_  
College or School:  COLS     SOEC     SHHS    Catalog Volume Number: \_\_\_\_\_ Application Center: \_\_\_\_\_  
 SOBM     SCOE     SOPS    Advisor's Name: \_\_\_\_\_

**ENTIRE AGREEMENT.** This agreement and the Catalog that is incorporated contain the entire agreement between you and the University governing the enrollment, attendance, and other contractual relationships between you and the University. If any part of this agreement is found to be unenforceable, the remaining parts will remain valid and enforceable. In the event of a conflict between this agreement and the Catalog, this agreement will govern.

**NATIONAL UNIVERSITY USE OF PERSONAL E-MAIL.** National University uses e-mail to communicate important announcements to its students regarding financial aid, student accounts, advising, student records, and more. I hereby authorize use of my personal e-mail as provided as a means of primary communication to and from the University.

**GOVERNING LAW.** Except for the Arbitration provision above, this agreement is governed by the laws of the state of California.

By signing this agreement you specifically represent and warrant that:  
(a) no guarantees or inducements have been made to you;  
(b) you have not been promised anything other than what is contained in this agreement or in the Catalog;  
(c) you understand that institution is relying on this representation in agreeing to enter into this agreement with you;  
(d) you have carefully read and understand the terms in this agreement;  
(e) you have read, understand, and agree that the University's cancellation and refund policies have been clearly explained to you and the University has answered any questions about these policies; and  
(f) you agree to comply with the University's policies and regulations in the Catalog and any additional policies and regulations that the University may adopt in the future and publish in the Catalog.

#### Applicant:

Name: \_\_\_\_\_

Student ID: \_\_\_\_\_

Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

#### National University:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# RELEASE OF OFFICIAL TRANSCRIPT

National University

9980 Carroll Canyon Road, San Diego, CA 92131

Phone: (800) NAT-UNIV (1 (800) 628-8648) • Website: www.nu.edu • E-mail: advisor@nu.edu

To Whom It May Concern:

I have applied for admission to National University and I hereby authorize you to furnish them with an official transcript of my academic record while I was a student at your institution. Mail my transcript to:

Records Office  
National University  
9980 Carroll Canyon Road  
San Diego, CA 92131

A photocopy of this authorization will be as valid as the original, even though the photocopy does not contain an original of my signature. This authorization is valid for one year from the date below.

Full Name: X  
(Signature)

Full Name: \_\_\_\_\_  
(Print) Last First MI

Address: \_\_\_\_\_  
Street No. Apt  
\_\_\_\_\_  
City State ZIP

Social Security No: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Number

Date: \_\_\_\_\_



## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") between NATIONAL UNIVERSITY ("NATIONAL UNIVERSITY") a non-profit, public benefit corporation, organized under the laws of the State of California, United States of America, and San Diego Miramar College Community College District ("SDCCDMIRAMAR"), a post-secondary California Community College–District, is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015-2016 with reference to the following facts:

### ARTICLE 1 RECITALS

1.1 National University is an independent institution of higher education accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges ("WASC") and other accrediting agencies. National University maintains its administrative offices in La Jolla, California, and has 27 campuses located throughout California and in Nevada. It is dedicated to making lifelong learning opportunities accessible to a diverse population of learners.

1.2 National University offers both undergraduate and graduate degree programs in the College of Letters and Sciences, and five schools: the School of Business and Management, the Sanford College of School-of-Education, the School of Engineering and Computing, the School of Health and Human Services, and the School of Professional Studies. National University offers courses in a traditional classroom setting, delivered in a one-course-per-month format and various online programs delivered via the Internet and other digital technologies. A list of the current courses and programs offered by National University can be found on its website at www.nu.edu.

1.3 National University is an affiliate of the National University System ("NUS"). The National University System is an alliance of operationally-independent and separately-accredited entities offering a variety of educational programs to diverse constituencies. The National University System includes National University, City University of Seattle, John F. Kennedy University, National University International, National University Virtual High School, National University Academy, and Spectrum-Pacific Learning Company, LLC, WestMed College, the Center for Integrative Health, National University System Institute for Policy Research, National University Golf Academy, and City University of Seattle.

1.4 San Diego Miramar College is one of three colleges of the San Diego Community College District (SDCCD). SDCCD is a post-secondary California Community College District that serves the needs

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of students, its community college district and its communities by offering associate degrees, continuing education programs, career and technical education, and economic development. The SDCCD is comprised of San Diego City College, San Diego Mesa College, and San Diego Miramar College.

1.5 National University and SDCCD-Miramar representatives will exchange information about their institutions as required to facilitate this agreement and the projects described herein.

1.5.1.6 San Diego Community College District (SDCCD) Miramar, and National University (NU) desire to monitor and evaluate student progress and success and improve education programs through the analysis of academic performance data concerning their students, and

1.5.1.1 In order to obtain necessary historical performance data on students exiting from SDCCD Miramar, and subsequently enrolling in National University, it is necessary for the parties to share student data on an ongoing basis at times and in forms agreed to by both parties. Miramar student data will be provided by the SDCCD Office of Student Services. Requests for data will be initiated through the SDCCD Vice Chancellor of Student Services and the National University (Designee).

1.5.2 The parties to this Agreement will maintain as confidential all data received from the other party, and expressly agree to abide by FERPA regulations. Each party will establish at least the safeguards set forth in this paragraph to ensure the continued confidentiality and security of the student data and to preclude the personal identification of students by persons other than designated officials of institutions. All student records will be kept in secure facilities. All staff involved in the data sharing process will be required to sign a confidentiality agreement promising to keep confidential all information concerning students. The use of passwords will be required to access the data. Procedures will be put in place that require the changing of these passwords on a frequent basis. Any information published in any form will not have the potential to identify individual students.

1.5.3 Requests for data will be initiated through the SDCCD Vice Chancellor of Student Services and the National University (Designee).

1.6 This Reverse Transfer credit Agreement ("Agreement") is by and between San Diego City College (SDCC) of the San Diego Community College District (SDCCD) and National University (NU).

1.6.2 This Agreement assists students who earned credits that applied towards an associate degree while enrolled at SDCC of the SDCCD, but they did not complete sufficient credits to earn their associate degree. These students then pursued their education at NU. This Agreement is designed to allow these students transfer their lower-division credits earned at NU to SDCC of the SDCCD to complete requirements for an associate of science or associate of arts degree at

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~~SDCC— Upon Successful completion of the necessary SDCC lower division credits from NU, the students will be awarded an associate degree from SDCC while still taking classes with NU.~~

~~1.6.3 For learners to qualify for this agreement, they must meet the following criteria:~~

- ~~• Have earned at least 12 credit hours from SDCC~~
- ~~• Have earned at least 45 credit hours from NU~~
- ~~• Transferred to NU with SDCC as the last school attended~~

1.21.6 National University and SDCCD-Miramar believe that an affiliation between the two institutions will provide opportunities consistent with their missions, including diversifying their academic program offerings, broadening their student populations, and providing expanded opportunities for students.

1.21.7 National University and SDCCD-Miramar agree that it is to their mutual benefit to establish an affiliation as outlined in this MOA.

1.21.8 It is the express intent of the parties that the relationship contemplated by this MOA be conducted and implemented in a manner that is in strict compliance with the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1001, et seq. ("HEA") and its implementing regulations.

## **ARTICLE 2**

### **PURPOSE**

2.1 The purpose of this MOA is to acknowledge that students of SDCCD-Miramar in order to pursue the Bachelor of Arts in General Studies with a choice of 1 of 3 depth options (Criminal Justice and Social Science, Psychology and Leadership, or Management and Communications), may enroll in National University courses as cohorts to a National University ~~baccalaureate-Completer~~ Completer Degree program following completion of an associate degree program at any of the SDCCD colleges. The cohorts may be comprised of Miramar students as well as students from any of the SDCCD colleges. SDCCD students must meet all National University requirements and guidelines for admission to National University.

## **ARTICLE 3**

### **ELEMENTS**

3.1. To be eligible for application to ~~an advance-start bachelor's~~ the National University Completer Degree program at National University, the student enrolling must either submit proof of having been awarded an associate degree from SDCCD-Miramar or any of the SDCCD colleges or be

currently enrolled as a student at SOCCD pursuing a transferable associate degree. ~~National University's standard application fee will be waived for students enrolled in this program.~~ If a student chooses to enroll concurrently, he/she must sign a release of records to enable National University and SOCCD to coordinate student records and advising.

3.2. A student will be accepted into the National University ~~advanced-Completer Degree program~~ ~~start baccalaureate option~~ if the student has completed an associate degree program (AA, AS, or specialized associate degree) or a minimum of 60 transferable units with a 2.0 minimum grade point average, which will be transferred for up to 60 transferable semester units (or 90 quarter units). National University will accept the following general education certifications: California State University (CSU) General Education Breadth or the Intersegmental General Education Transfer Curriculum (IGETC). CSU General Education Breadth or IGETC certification will be block transferred to meet National University lower division General Education requirements (the student will only need to fulfill the General Education upper division component).

3.3. SOCCD-Miramar students must fulfill National University requirements, which entail completion of no less than 25-percent of their program requirements at National University including a minimum of 50-percent of the major requirements, ~~including and~~ the capstone course if required at National University. Units earned through any combination of Transfer Credit, Challenge Credit or Experiential Credit will not exceed 75-percent of total credits required for graduation.

#### ARTICLE 4 PROGRAMS

4.1. National University will offer ~~baccalaureate programs~~ ~~the National University Completer Degree Program~~ to SOCCD-Miramar students at National University, Spectrum Business Park Campus ("Spectrum") located at 9388 Lightwave Avenue, San Diego, CA 92123-1426. All courses will be cohort based with 40 students per cohort. Courses will be offered as a daytime program. National University's General Catalog ("Catalog") in effect at the time each Student enrolls will govern all Degree Completer/Completer Degree p-Program requirements for students, including, but not limited to, required courses. Appendix 1 contains the pre-requisites and the courses contained in the Bachelor of Arts in General Studies, ~~with depth in 2 areas and each of the 3 depth areas.~~

##### Article 5

~~4.1. National will offer baccalaureate programs to SOCCD students at National University, Spectrum Business Park Campus ("Spectrum") located at 9388 Lightwave Avenue, San Diego, CA~~

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92123-1426—All courses will be cohort based with 40 students per cohort. Courses will be offered as a daytime

#### ARTICLE 5 ACADEMIC RESPONSIBILITY

5.1 National University shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection, approval and payment of faculty; admission, registration, and retention of students; evaluation of students prior education; evaluation of students progress; scheduling of courses; awarding academic credit; and conferring degrees.

#### ARTICLE 6 TERMS

6.1 Tuition and Fees 6.1—SDCCD Miramar students, employees, and alumni will be eligible for the \$10,000 Completer Degree program, which covers the cost of tuition only. National's standard application fee of \$60 will be waived for students in this program and ~~tuition will be charged per course.~~ This discounted tuition does not apply to National University courses taken outside of the cohort model, online or at any site other than National University Spectrum Campus. ~~SDCCD students, employees and alumni will be eligible for only one scholarship program (for example, National University will not extend its Transfer to Success Scholarship program for SDCCD Miramar students who enroll in National University's \$10,000 Completer Degree Program).~~ A student who fails a course will be allowed to repeat the course one time (1) at no cost to the student. A performance plan developed with a Student Academic Success advisor will be required prior to the second attempt.

Cohort and Enrollment 6.2—A cohort of 40 students with a variance of 15% +/- (a range of 34-46 students) is required for the each of the depth areas. The cohorts may be combined with Miramar and/or any of the SDCCD college's students. National University will offer the Completer Degree pProgram at the Spectrum campus for the term of this Agreement unless the enrollment in any Completer Degree pProgram falls below twenty (20) students; in which case, National may terminate the effected Completer Degree pProgram, at its sole discretion. If the Completer Degree pProgram is discontinued due to low enrollment, students may complete the Completer Degree pProgram at any National University campus, ~~or center,~~ or online at a 25% scholarship discounted tuition rate.

6.2 National University will provide on-site and online support to ~~include~~including access to an on-site computer lab, dedicated academic and financial aid advisors, and access to digital and printed resources, student-focused librarians, and meeting rooms for group projects and collaboration through

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the National University Library. Student Academic Success Center staff will provide a variety of services to support students' academic, professional, and personal development. Student Accessibility Services will be available to students with disabilities through academic support services, technology, and advocacy. National University Career Center staff will provide assistance with career and employment-related services such as easy-to-use online resources to include including career assessments, resume/cover letter writing assistance, one-on-one career counseling, career management workshops, interview coaching, and connections with corporate recruiters.

~~6.3~~ ~~6.2~~ The term of this Agreement shall be ~~do we need to include this part?~~ ~~2~~ years, commencing on the date first set forth above, provided that either party may terminate this Agreement, without cause, at any time, upon thirty (30) days prior written notice to the other party. If the Agreement is terminated or if the Completer Degree Program is discontinued due to low enrollment, students may complete the Completer Degree Program at any National University campus, ~~or-center,~~ or online at a 25% scholarship discounted tuition rate.

~~5.4.1~~ This Memorandum of Agreement may be modified only by written amendment executed by all parties.

~~2.6.4.2~~ This Memorandum of Agreement shall be governed by the laws of the State of California.

~~3.6.4.3~~ The effective date and term of this Memorandum of Agreement shall be from April 1, 2016 ~~XXXX~~ to XXXX July 1, 2018, with an option to renew upon mutual agreement.

~~4.6.4.4~~ Either party may terminate this Memorandum of Agreement without cause, upon thirty (30) days prior written notice by email, to the other party Miramar's President or National's Executive Vice Chancellor of Business and Administrative Services. If the Agreement is terminated during a semester, National University will complete the class offerings for the existing semester.

~~5.6.4.5~~ If the National University Completer Degree Program is discontinued due to low enrollment, which shall be defined as fewer than 20 students, (below 20 students), the students in the National University Completer Degree Program may complete the National University Completer Degree Program at one of the other National University university sites offering the National University Completer Degree Program or online at a 25% scholarship tuition discount.

## ARTICLE 7 FACILITIES

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Comment (GS2): The material in yellow below is a required part of the SDOCD MOA.

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~~7.1~~ ~~7.1~~ Classroom Space and Equipment (e.g., computers, VCRs, overhead projectors, etc.). Spectrum will make classroom space and the necessary equipment to deliver the Program available at the Facility, as needed. The classroom space will be reserved for daytime courses.

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#### **ARTICLE 8 INDEMNIFICATION**

~~8.1~~ ~~8.1~~ Each party shall indemnify and hold harmless the other party and its affiliates, agents, employees and representatives from and against any and all liabilities, loss, costs, damages, or expenses, including attorney's fees, which it or either of them may hereafter incur, suffer, or shall be required to pay by reason of: (i) any grossly negligent or intentional misrepresentation made by a party; or (ii) the breach of any binding covenant or condition in this MOA.

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Recipients. All notices or other communications given under this MOA shall be in writing, addressed to the following:

If to National University, to:

Randy C. Frisch, Executive Vice Chancellor, Business and Administration  
National University  
11355 North Torrey Pines Road  
La Jolla, California 92037-1011  
Phone: (858) 642-8593  
Fax: (858) 642-8711

If to SDCCCD, to:

Constance M. Carroll, PhD., Chancellor of San Diego Community College District  
3375 Camino Del Rio South  
San Diego, California 92108  
Phone: (619) 388-6957

San Diego Community College District

National University

By: \_\_\_\_\_  
Constance M. Carroll, PhD.

By: \_\_\_\_\_  
Randy C. Frisch

Title: Chancellor of San Diego Community College District

Title: Vice Chancellor, Business and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patricia Hsieh, Ed.D.

Title: President of San Diego Miramar College

Date: \_\_\_\_\_

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## 2016 Accreditation Implementation Task Force Report

Community colleges in California face unique challenges and issues in the 21<sup>st</sup> century, which call for new approaches, including new approaches in accreditation. The California Community Colleges are one of three segments of public higher education in California, along with the University of California and the California State University, serving the rising needs of rapidly changing student populations and public demands. Over half of all California undergraduates—approximately 2.1 million students—attend one of the state’s 113 community colleges. With successful intersegmental articulation and curriculum programs such as the Course Identifier System (C-ID) and the Associate Degrees for Transfer created by AB 1440 (Padilla, 2010), and with the establishment of community college baccalaureate degrees through SB 850 (Block, 2015), the lines between the services and needs of two- and four-year colleges are increasingly blurred. The current accrediting agency for California Community Colleges, the Accrediting Commission for Community and Junior Colleges (ACCJC), is the only regional accreditor in the nation serving only two-year colleges, yet the accountability and service demands for community colleges increasingly mirror those of other higher education segments.

The regional accreditors involved in higher education accreditation in the United States maintain reciprocity with each other to ensure the transfer of student credits and units, as well as other considerations. Five of the regions employ a single accreditation structure that includes all segments of higher education, community colleges as well as four-year colleges and universities, within the same accrediting commission. This structure provides for knowledgeable evaluation of all institutions and broad participation from all categories of higher education in the institutional evaluation and accreditation review processes. The regional accrediting commissions are as follows:

- Middle States Commission on Higher Education (MSCHE)
- New England Association of Schools and Colleges Commission on Institutions of Higher Education (NEASC-CIHE)
- Northwest Commission on Colleges and Universities (NWCCU)
- Higher Learning Commission (HLC)
- Southern Association of Colleges and Schools Commission on Colleges (SACSCC)
- WASC Senior College and University Commission (WSCUC)
- Accrediting Commission for Community and Junior Colleges (ACCJC)

Only one region has separate and independent commissions and processes for community colleges and other higher education institutions—the Western region encompassing WSCUC and ACCJC.

Numerous reasons exist for aligning the accreditation structure of the California community colleges with that of four-year institutions. Transfer from the CCCs to California's universities is an increasingly vital pathway for students: 28% of University of California (UC) graduates and 48-50% of California State University (CSU) graduates begin their academic careers at the community college level. In addition, these community college transfer students represent high proportions of traditionally underrepresented students in higher education, who otherwise have fewer opportunities for entering the college and career pathway.

California community colleges have now established over 2,000 Associate Degrees for Transfer to the CSU system, and in 2015 the UC system released its first set of transfer pathways designed for community college students. The 2015-16 California State Budget included \$10 million for community colleges to work with the CSU system to provide instruction in basic skills to CSU students. All of these trends and initiatives, in addition to the SB 850 (Block 2015) Community College Baccalaureate Degree Pilot Program and the successful C-ID articulation system, demonstrate the many ways in which California community colleges work closely with and serve the same students as their university partners. Given this increasingly close relationship of all institutions of higher education, the region's best interest would be served by having a single accreditor for all of higher education, rather than two separate accreditors, which is the structure that all the other accrediting regions use.

Since 2009, the California Community Colleges Chancellor's Office has commissioned a series of task forces to examine the status of accreditation and make recommendations regarding the current and future needs of the system. The most recent of these groups formed by the Chancellor's Office, the 2015 Task Force on Accreditation, conducted a comprehensive review of numerous reports, resolutions, and recommendations that called for reform. The task force members reached a clear consensus that the current accrediting process for California community colleges had lost credibility with the system. In its final recommendations, the task force called for a shift to a new model of accreditation for the system's institutions, noting that the California Community Colleges require an accreditor that can fulfill the qualities delineated in the task force report for the future benefit of its colleges and the students and communities they serve.

On November 16, 2015, the California Community Colleges Board of Governors accepted this report and stated its intent that a new model for an accrediting agency should be established. **The Board of Governors specifically directed "the Chancellor, working through the system's established consultation processes, to bring to the Board of Governors at its March 2016 meeting: (1) A recommendation for action to establish a new model for an accrediting agency; and (2) An implementation plan, along with timeline."** The Chancellor reconvened the 2015 Task Force with augmented membership as the 2016 Accreditation Implementation Task Force to undertake this charge.



In addition to the recommendations of the 2015 Task Force and the direction of the Board of Governors, the ongoing status and viability of the system's current accreditor has recently come under further question. On December 17, 2015, the National Advisory Commission for Institutional Quality and Integrity (NACIQI) reviewed ACCJC's progress toward compliance with federal standards and found that progress to be insufficient. As a result, NACIQI denied ACCJC's request for an expanded scope in serving as an accreditor for baccalaureate programs, a function necessary to the community college's ability to meet future workforce needs, and recommended that ACCJC be granted six months to work toward compliance. On January 4, 2016, the United States Department of Education issued an order rejecting an ACCJC appeal and upholding previous findings from NACIQI and the U.S. Department of Education that ACCJC is noncompliant with requirements for federal recognition as an accrediting agency. Furthermore, the Department of Education echoed the findings of the 2015 Task Force on Accreditation in noting that the ACCJC had lost the confidence of its member institutions. The January 4 letter allowed the ACCJC to continue as a recognized accreditor for twelve months pending further review of its compliance deficiencies.

Given these facts and circumstances, the Accreditation Implementation Task Force finds that a continued relationship between the California Community College System and ACCJC in its current form is not in the best interest of the system's colleges and students. The California Community College System requires a responsive, credible structure for accreditation that more effectively meets current and future needs, provides stability to the system's colleges in terms of accreditation status, reflects the collegial culture and values of its members, and ultimately joins the accreditation structure of the community colleges with that of the other segments of higher education.

*The Accreditation Implementation Task Force recommends the following overarching and intermediate goals and associated courses of action to the Chancellor of the California Community Colleges:*

**A. OVERARCHING GOAL: SINGLE HIGHER EDUCATION ACCREDITOR FOR WESTERN REGION**

1. The Chancellor's Office should facilitate communication leading to the long-range goal of California's community colleges joining a structure for regional accreditation that aligns all segments of higher education.
2. Discussion should commence no later than July 1, 2016, between the WASC Commission for Senior Colleges and Universities (Senior Commission), the ACCJC, and a designated committee of representatives from the member institutions of the California community colleges, the University of Hawaii community colleges, and the Western Pacific community colleges.
3. The Chancellor's Office should support the work of the region's new accreditor and its colleges to define specific transition steps to be approved by the U.S. Department

of Education in order to ensure that every college has a clear and continuous accreditation process throughout the transition.

Such a transition, based on the experience of other institutions that have made a similar change, could be structured as follows:

- a. A college maintains its current status, terms, and cycle for accreditation.
  - b. At its first natural juncture for accreditation, the college will shift to the new accreditor, following the new accreditor's standards and practices.
  - c. The Chancellor's Office will provide a crosswalk document highlighting the relationship and alignment of the pre-existing standards and the standards of the new accrediting body to aid in the transition.
  - d. The Chancellor's Office will work with the new accreditor to provide additional training and support for colleges making the transition.
4. Following adoption by the new accreditor and approval from Department of Education, the Board of Governors should consider the formal transition plan, in light of its responsibility to designate the accreditor for the California Community Colleges.
  5. Following approval, the Chancellor's Office will help facilitate formal accommodations with both ACCJC and the new accreditor to ensure that orderly progress toward alignment with a new accreditor begins as expeditiously as possible, recognizing that the full transition of all 113 California community colleges to a new accreditor may take a number of years.

#### **B. INTERMEDIATE GOAL: IMPROVED STRUCTURE & RELATIONS WITH ACCJC**

1. During the transitional period, the Board of Governors should request that the California member institutions' representatives work with the ACCJC commissioners to immediately undertake significant changes in the structure and functioning of the Commission to address long-standing gaps identified in the 2015 Report of the Task Force on Accreditation. Changes to be addressed include the following:
  - a. Staff/leadership assessment and transition.
  - b. Expansion of Commission size and composition, with additional members representing faculty and administration of various member colleges.
  - c. New process for selecting commissioners to enhance constituent representation and transparency of nominations and elections.
  - d. Financial transparency of the Commission, including release of annual financial statements, debts, and obligations.
  - e. Redesigned team member selection and training system reflecting transparency, consistency, quality, and use of technology.
  - f. Staff member assigned to each institution undergoing accreditation review.
  - g. Clear and consistent communication (website information, joint statewide meetings with WASC Sr., etc.)
  - h. System for biannual member evaluation of the Commission, including a process for responding to the field on the results of the evaluation and any subsequent changes made in response to the evaluation process.

A special committee comprising representatives of the Commission and non-Commission member CEOs, as well as additional key leaders from member institutions representing faculty and administration should be assembled to define

the specifics of these changes. This group should be convened as quickly as possible and prepare recommendations for Commission action at its June 2016 meeting to begin to institute these changes.

2. The new leadership and expanded Commission with support from its members and the Chancellor's Office would ensure that the ACCJC complies with all federal requirements for a recognized accreditor until the transition is completed.
3. The Chancellor's Office should engage the ACCJC to improve relationships with key constituent groups and help coordinate activities during the transition period.

This overall process would address the intermediate goals of protecting the current accreditation status of the system's colleges and ensuring ACCJC's viability as a regional accreditor during the transition period, as well as the ultimate goal of aligning the accreditation system of the California Community Colleges with that of other institutions of higher education.

DRAFT