

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

MEMORANDUM OF UNDERSTANDING  
IRVINE VALLEY COLLEGE AND SADDLEBACK COLLEGE

\_\_\_\_\_, 2012

I. PURPOSE AND PRINCIPLES

On April 8, 1985, Board Resolution 85-16 was adopted by the district's governing board, which officially designated the "Saddleback North Campus" as a separate college. Eventually named Irvine Valley College (IVC), the resolution laid out numerous organizational principles, provisions, and considerations for the district and its two colleges including designating service areas for each of the colleges. Within these service areas, the board resolution stated: "There are to be no boundaries for admissions by students or for the programs and services afforded by either college. In order to avoid duplication of effort or in the use of resources; however, in instances when both colleges offer the same courses, programs, and services, then each college will have the "right of first refusal" in providing those courses, programs, or services to businesses or community organizations within its own immediate service area."

[Reference: *The History of Irvine Valley College's Service Area*, August 2011, pp. 16-20.]

On January 23, 2012, the South Orange County Community College District (SOCCCD) Board of Trustees reaffirmed service area boundaries for the colleges when it approved *Resolution #12-04*, stating that "With this boundary line confirmed, Irvine Valley College will be primarily responsible for educational services north of the service area boundary line and Saddleback College primarily responsible for educational services south of the service area boundary line . . ." This resolution also established "... the ATEP site for equal use by Saddleback College and Irvine Valley College to offer complementary and non-competitive workforce development, advanced technology and career technical education programs district-wide. College programs at ATEP will

serve the entire district service area at large with a continued focus on workforce development, advanced technology and career technical education (CTE).”

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for coordination and cooperation between IVC and Saddleback College (Saddleback) and to clarify the criteria that will be used in determining the specific program offerings and student support services that one college will be permitted to offer at the Advanced Technology Education Park (ATEP).

#### DISTRICT COORDINATING COUNCIL

The April 8, 1985, Board Resolution 85-16, included the stipulation that “Intercollege cooperation for new programs is to continue to receive encouragement and not be restricted under the new organizational structure.” It also stipulated that, “Central coordinating councils will be maintained to assure the articulation of programs and coordination between the two colleges.” [Reference: *The History of Irvine Valley College’s Service Area*, August 2011, Items 5 and 7, p. 20.]

The colleges shall form a district coordinating council whose function is to determine the need for specific new programs within the SOCCCD. For programs at ATEP, the council shall rely primarily on data that address labor market need in the region and whenever practicable, conjoint programs shall be explored. The council shall address the rationale (in terms of curricular, fiscal, human resource, and enrollment impacts upon both colleges) when new and existing programs and courses are being considered for ATEP.

In instances when a program planned for the ATEP includes general education, basic skills, and other support courses, IVC will have the “right of first refusal” in providing those courses. [Reference: *The History of Irvine Valley College’s Service Area*, August 2011, Item 6 p. 20.] Student support services shall be provided separately by each college in support of its specific programs or courses offered at ATEP.

## II. TERMINATION OF AGREEMENT

This MOU shall be in effect until terminated or amended by the mutual agreement of both colleges. In the event that one college wants to amend or terminate this agreement, 90 days written notice to the other college shall be required.

## IV. FINANCIAL CONSIDERATIONS

All Full Time Equivalent Student (FTES) generated by a course or program offered by IVC or Saddleback at the ATEP site shall be apportioned to the respective college based on the second period (P2) CC-320 report filed by the SOCCCD for the current year. The budget for the subsequent year shall be based on this estimate of apportionment. Adjustments to conform to actual apportionment earned shall be reflected in the following year's budget.

Not-for-credit, fee-based programs, and contract education courses offered at the ATEP site shall remain the property of the sponsoring college. Revenue generated by such programs and courses shall be returned to the sponsoring college.