

**DUAL ENROLLMENT AGREEMENT
BETWEEN
Rancho Santiago Community College District
AND
ORANGE COUNTY SCHOOL OF THE ARTS**

This agreement (hereinafter "Agreement") is, by and between Orange County School of the Arts (hereinafter "OCSA") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of OCSA facilities.

RECITALS

WHEREAS, OCSA and SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, OCSA continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and

WHEREAS, OCSA desires to offer students the opportunity for dual enrollment; and

WHEREAS, SAC is willing to offer college courses on the OCSA campus, which will benefit OCSA students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this Agreement;

NOW, THEREFORE be it resolved that SAC and OCSA agree to work together to afford current OCSA students the opportunity to enroll in dual enrollment courses in order to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. SAC shall have use of appropriate classroom facilities located on the OCSA campus beginning on August 15, 2019, to be used for the purpose of offering dual enrollment credit courses through concurrent enrollment in credit SAC courses.
2. Scheduling. No later than March 31st, the SAC President and the OCSA Head of School shall each designate a representative to review the availability of facilities for the following academic year and potential course offerings.
3. Financial Commitments.
 - a. Instructional Staff. SAC will be the employer of record for the purposes of instructor compensation, assignment monitoring, and reporting to the Orange County Department of Education and other responsibilities pursuant to state and federal law, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.
 - b. In case of the need for a SAC instructional staff member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff,

including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. If the instructional staff member is from OCSA then OCSA will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions. Classes under either of these incidences will be reported by SAC for state apportionment.

- c. Equipment and supplies. OCSA will be responsible for books and other supplies (whiteboard, markers, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with the SAC classes.
 - d. Technology. OCSA will be responsible for any technology services costs associated with Sections 4 and 5.
 - e. Use of Facility. OCSA agrees to allow SAC access to classroom space for the express purpose of offering dual enrollment courses at OCSA and to waive any applicable use of facilities fees.
 - f. Damage to Facilities. OCSA will bear the costs of any repair or damages to the OCSA facilities as a result of the performance of this contract.
 - g. Safety/Security. OCSA will be responsible for the direct costs of safety, security, and supervision of the OCSA campus during the hours of SAC class operation.
 - h. Should courses be taught by SAC faculty, either before or after school at OCSA facilities, then the course will be open to OCSA students and the public at large. Classes under this agreement will be reported by SAC for state apportionment.
4. Technology Services. The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
5. Program Management. SAC and OCSA will cooperate with respect to elements of program management.
- a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.
 - b. SAC and OCSA will jointly select dual enrollment courses for transfer, career and technical education, and high school achievement.
 - c. SAC designated coordinator will work with the appropriate SAC academic division to secure the correct SAC faculty for the courses to be offered on the OCSA campus.
 - d. SAC designated coordinator will work with OCSA lead staff to facilitate enrollment of students and will work with SAC Admissions & Records office to ensure correct student records are maintained.

- e. SAC faculty will adhere to course requirement, standards, learning materials, and all other SAC standards, policies, expectations, and systems.
 - f. SAC courses offered at the OCSA campus will adhere to SAC scheduling practices and the annual academic calendar. Exceptions may be made with the approval of the SAC Vice President of Academic Affairs.
 - g. Matters of student discipline will be handled cooperatively between the appropriate RSCCD/SAC and OCSA administrators.
 - h. Student withdrawal dates/policies will be consistent with existing SAC adopted policies and calendars.
 - i. Academic advising of OCSA students enrolled in SAC courses will be the joint responsibility of SAC and OCSA.
 - j. Dual enrollment courses completed by OCSA students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.
6. Admissions, Tuition, Textbooks, and Fees
- a. All OCSA students enrolled in SAC coursework under this agreement will have their enrollment fees waived under SAC concurrent enrollment policies provided they are California residents.
 - b. In order to earn college credit, OCSA students will still be responsible for paying a Health Fee of \$19 and a \$2 student representation fee per term. It is the student's responsibility to pay before the end of the semester or else a hold will appear on the student's record.
 - c. SAC and OCSA will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes on the OCSA campus.
 - d. OCSA will provide the books and materials for the SAC dual enrollment courses.
 - e. Completed CAPP forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at OCSA.
 - f. Dual enrollment students will have access to RSCCD/SAC services such as the library, tutoring, student I.D. cards etc.
 - g. The maximum number of students who will be allowed to enroll in a dual enrollment course will be limited to the course capacities established by RSCCD/SAC.
 - h. Recruitment into the dual enrollment program will be the responsibility of both OCSA and RSCCD/SAC.
7. Parking. Parking spaces will be provided to SAC staff at the OCSA campus as needed for site visits or teaching as necessary.

8. Permits, Rules, and Regulations. SAC shall not be required to acquire any permit or facility use approvals at OCSA.
9. Indemnification. OCSA agrees to defend all claims of loss and to indemnify and hold harmless RSCCD and its officers, agents, employees and volunteers from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of OCSA or its officers, employees, volunteers or agents in the performance of this agreement.

RSCCD agrees to defend all claims of loss and to indemnify and hold harmless the OCSA, and the officers, employees, and agents of each of them from any and all liability for personal injury, damages, wrongful death, or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of RSCCD or its officers, employees, or agents in the performance of this Agreement.

10. Insurance. OCSA and RSCCD shall secure, provide documentation to the other upon request, and maintain at all times during the Term of the Agreement, each at their respective sole expense, the following insurance coverage forms covering both themselves and their respective employees:
 - a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: \$1,000,000 Each Occurrence, \$3,000,000 General Aggregate. Such coverage maintained by OCSA and RSCCD may each be afforded via commercial insurance (with AM Best rating of A, VII or higher), self-insurance, a captive, or some combination thereof, at the minimum limits indicated herein. Such coverage shall be primary and non-contributory.
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000) per occurrence.
 - c. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
 - d. Workers' Compensation insurance as required by statutory insurance requirement of the State of California;. Such coverage provided by GGUSD and RSCCD each may be afforded via commercial insurance or self-insurance.
 - e. Should any of the above-described policies be cancelled before the expiration thereof, 30-days written notice shall be delivered to the other party.
11. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of OCSA or of RSCCD, nor any of the officers or employees thereof by virtue of this Agreement.
12. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any

of its rights, duties, or obligations under this Agreement without prior written consent of other party.

13. Notices. Any notice, communication, or delivery required to be given by this Agreement by either party to the other shall be completed by personal delivery or by first-class mail to:

For OCSA:

OCSA Lead Operational Administrator Sally Lopez, Dean of Instruction, Orange County School of the Arts, 1010 N. Main St., Santa Ana, CA 92701, or designee will complete this section.

For RSCCD:

Rancho Santiago Community College District

Attn: Peter Hardash, VC of Business & Fiscal Operations

2323 N. Broadway

Santa Ana, Ca 92706

With a copy to:

RSCCD/SAC Lead Operational Administrator: Alicia Kruiuzenga, Dean of Student Affairs, Santa Ana College, 1530 W 17th St, Santa Ana, CA 92706 or designee will complete this section.

14. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024. Either party may terminate this Agreement by giving ninety (90) days written notice prior to the start of the next semester to the other party.
15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
16. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.
17. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or SAUSD property have not been convicted of any felony, any controlled substance offense, or any or any sex offense, as those terms are defined by Education Code §§ 87008-87010.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment Agreement as of the day and year first above written.

Rancho Santiago Community College District

ORANGE COUNTY SCHOOL OF THE ARTS

BY:

OCSA Academy Board of Trustees Approval Date:

Signature of Authorized Person

Signature of Officer :

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business
Operations/Fiscal Services

Date:

Date of Signature: