

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Dual Enrollment Agreement between Mater Dei High School and the Rancho Santiago Community College District	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College (“SAC”) and Mater Dei High School (“MDHS”) desire to enter into this Dual Enrollment Agreement (“Agreement”) for 2021-2024. The purpose of this Agreement is to develop seamless pathways from high school to community college. This Agreement will help further strengthen the collaboration between SAC and MDHS.

**ANALYSIS**

The Agreement will allow SAC to collect apportionment that could not be collected without its implementation. It will also offer additional opportunities for MDHS students to complete identified pathways while they are high school students. The Agreement shall be effective for three (3) years or until written notice of either party. It carries no additional costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Dual Enrollment Agreement between Mater Dei High School and the Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT  
BETWEEN  
MATER DEI HIGH SCHOOL AND THE RANCHO  
SANTIAGO COMMUNITY COLLEGE DISTRICT**

This agreement (hereinafter "Agreement") is entered into on the 10<sup>th</sup> day of August 2021 by and between Mater Dei High School (hereinafter "MATER DEI HIGH SCHOOL") 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 MATER DEI HIGH SCHOOL facilities.

**RECITALS**

WHEREAS, MATER DEI HIGH SCHOOL and RSCCD/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, MATER DEI HIGH SCHOOL continues to find ways to broaden advanced educational opportunities for students including college Preparatory and college credit courses; and

WHEREAS, MATER DEI HIGH SCHOOL desires to offer students the opportunity for dual enrollment in such courses; and

WHEREAS, MATER DEI HIGH SCHOOL desires contracting with SAC to offer educational courses for college credit; and

WHEREAS, RSCCD/SAC is willing to offer college courses at the MATER DEI HIGH SCHOOL high school campus, which will benefit MATER DEI HIGH SCHOOL 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 MATER DEI HIGH SCHOOL and RSCCD/SAC agree to work together to afford current MATER DEI HIGH SCHOOL in 9<sup>th</sup> to 12<sup>th</sup> grade the opportunity to enroll in dual enrollment courses to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students in their junior and senior year, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. RSCCD/SAC shall have use of appropriate classroom facilities located at the MATER DEI HIGH SCHOOL campus beginning on August 21, 2021, to be used for the purpose of offering dual enrollment credit courses for MATER DEI HIGH SCHOOL students through concurrent enrollment in credit RSCCD/SAC courses. A reduction or increase in the number of rooms, dates, or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.

2. Scheduling. No later than February of each year, MATER DEI HIGH SCHOOL and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
3. Financial Commitments
  - a. Instructional Staff.
    - i. For courses taught by RSCCD/SAC faculty outside of the allotted ADA hours of instruction, RSCCD/SAC will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. Courses taught by RSCCD/SAC faculty as part of this agreement will be open to the public and will be reported for state apportionment. In case of the need for a RSCCD/SAC faculty member to teach a course embedded in the school day, then RSCCD/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.
    - ii. For courses taught by MATER DEI HIGH SCHOOL faculty, MATER DEI HIGH SCHOOL will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. MATER DEI HIGH SCHOOL faculty teaching SAC courses must meet RSCCD/SAC minimum qualifications and be hired by the college. These courses will be reported for state apportionment and will first be offered to MATER DEI HIGH SCHOOL students to fill; however, the sections will remain open to the public.
  - b. Equipment and Supplies. MATER DEI HIGH SCHOOL will be responsible for books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to this agreement.
  - c. Technology. MATER DEI HIGH SCHOOL will be responsible for any technology services costs associated with Sections 4 and 5.
  - d. Damage to Facilities. MATER DEI HIGH SCHOOL will bear the costs of any repair or damages resulting from their use of the MATER DEI HIGH SCHOOL facilities.
  - e. Use of Facility Fee. MATER DEI HIGH SCHOOL agrees to allow RSCCD/SAC access to classroom space for the express purpose of offering dual enrollment courses to MATER DEI HIGH SCHOOL students and to waive any applicable use of facilities fees.

- f. Safety/Security. MATER DEI HIGH SCHOOL will be responsible for the direct costs of safety, security, and supervision of the MATER DEI HIGH SCHOOL site during the hours of the RSCCD/SAC dual enrollment operation.
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. RSCCD/SAC and MATER DEI HIGH SCHOOL will cooperate with respect to elements of program management.
  - a. Dual enrollment courses are jointly governed by the policies and regulations of RSCCD/SAC and MATER DEI HIGH SCHOOL. 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.
    - i. RSCCD/SAC and MATER DEI HIGH SCHOOL will both designate coordinators that will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.
  - b. RSCCD/SAC coordinators will ensure that MATER DEI HIGH SCHOOL teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the RSCCD/SAC course schedule to the student's regular high school schedule), and RSCCD/SAC standards, policies, expectations, and systems.
  - c. MATER DEI HIGH SCHOOL will submit grades to RSCCD/SAC when due according to RSCCD/SAC's schedule. MATER DEI HIGH SCHOOL will include all criteria identified by RSCCD/SAC for grading purposes. Upon completion of MATER DEI HIGH SCHOOL semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of RSCCD/SAC's semester.
  - d. An advisory committee developed by each institution will meet regularly to review the program and develop suggestions for improvement.
  - e. Amendments to this agreement must be in writing and approved by the designated representative of each institution.
  - f. Student withdrawal dates/policies will be consistent with existing RSCCD/SAC adopted policies and calendars.
  - g. Academic advising will be the joint responsibility of MATER DEI HIGH SCHOOL and RSCCD/SAC.

- h. Matters of student discipline and Title IX investigations will be handled cooperatively between the appropriate RSCCD/SAC and MATER DEI HIGH SCHOOL administrators and Title IX investigations.
- i. Matters regarding instruction will follow joint RSCCD/SAC and MATER DEI HIGH SCHOOL policies and procedures.
- j. RSCCD/SAC courses offered at the MATER DEI HIGH SCHOOL site will adhere to RSCCD/SAC scheduling practices and the annual academic calendar. Exceptions may be made with approval of the RSCCD/SAC Vice President of Academic Affairs.
- k. Enrollment in RSCCD/SAC courses offered under this agreement will be limited to MATER DEI HIGH SCHOOL students who complete the concurrent enrollment process and meet applicable course prerequisites as established by RSCCD/SAC.
- l. RSCCD/SAC and MATER DEI HIGH SCHOOL will jointly select courses to be offered.
- m. Dual enrollment courses completed by MATER DEI HIGH SCHOOL 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 MATER DEI HIGH SCHOOL students enrolled in RSCCD/SAC coursework under this agreement will have their enrollment fees waived under RSCCD/SAC concurrent enrollment policies in accordance with applicable California law.
- b. In order to earn college credit, MATER DEI HIGH SCHOOL will be responsible for paying a Health Fee and all necessary student representation fees per term.
- c. RSCCD/SAC and MATER DEI HIGH SCHOOL will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- d. All MATER DEI HIGH SCHOOL high school students must be fully matriculated to the college prior to taking RSCCD/SAC courses (application, assessment, and orientation).
- e. Completed Special Admit 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 MATER DEI HIGH SCHOOL.
- 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 MATER DEI HIGH SCHOOL and RSCCD/SAC.
7. All textbooks for dual enrollment classes must be approved jointly by the appropriate college department and faculty as well as MATER DEI HIGH SCHOOL.
8. Courses to be Offered: All courses taught as part of this agreement will be selected from only the courses that are officially listed in the SAC Catalog for the year in which the course is taught at the participating MATER DEI HIGH SCHOOL high school. These courses will all be listed in the SAC Catalog and available for on-line review at [sac.edu/Catalog](http://sac.edu/Catalog) and [Schedule/Documents](http://Schedule/Documents).
9. Minimum Qualifications, Employment Application, Faculty Mentoring, Teaching Load, and Faculty Replacement
- a. MATER DEI HIGH SCHOOL faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by RSCCD/SAC based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges. Each faculty member teaching dual enrollment courses shall be confirmed for their teaching assignment via a process involving appropriate academic personnel at RSCCD/SAC.
  - b. The appropriate RSCCD/SAC administrator will grant final approval to MATER DEI HIGH SCHOOL teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
  - c. Teaching load for any participating MATER DEI HIGH SCHOOL faculty will be limited to a total of no more than 66.67% (10 LHE) per term for ALL SAC course assignments, whether within the MATER DEI HIGH SCHOOL day or outside of it.
10. Faculty Evaluation and Responsibilities
- a. All dual enrollment courses will be taught according to an RSCCD/SAC approved course outline; demonstrating the pace, rigor, and quality of a college-level course.
  - b. MATER DEI HIGH SCHOOL faculty teaching a dual enrollment course will follow the RSCCD/SAC course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. RSCCD/SAC and MATER DEI HIGH SCHOOL will coordinate these assessments.

- c. All MATER DEI HIGH SCHOOL dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to adjunct faculty (temporary faculty) for the dual enrollment course they are teaching.
- d. MATER DEI HIGH SCHOOL instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.
- e. Faculty teaching dual enrollment courses will coordinate with MATER DEI HIGH SCHOOL & RSCCD/SAC administrators prior to dropping a student from their course.
- f. High school teachers who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation by the district or the college.
- g. Instructors teaching dual enrollment college courses must submit grades to both MATER DEI HIGH SCHOOL and RSCCD/SAC.

11. Indemnification and Insurance. Each party hereto, MATER DEI HIGH SCHOOL and RSCCD/SAC, shall indemnify, hold harmless, and defend the other, its managers, trustees, agents, officers, volunteers or employees from any and all claims, demands or charges and from any loss or liability, including attorneys' fees and expenses of litigation, which either indemnified party shall become obligated to pay by reason of the death, and/or injury to persons or properties received or suffered as a result of the use of the facilities described herein by the indemnitor pursuant to this agreement because of the negligence, wrongful acts, or omissions, by the indemnitor, except as such loss or liability, including attorneys' fees and expenses of litigation, are caused by the acts or omissions of the indemnitee, its employees, agents, directors, or officers. Further, MATER DEI HIGH SCHOOL and RSCCD/SAC shall be responsible for any and all damage to the property of the other party to this Agreement resulting from such liable party's use of the facilities pursuant to this Agreement. During the entire term of this Agreement, MATER DEI HIGH SCHOOL and RSCCD/SAC shall, each at their own expense, maintain and provide to each other upon request, insurance as set forth below:

- a. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Policy will be endorsed to include MATER DEI HIGH SCHOOL as an additional insured.
- b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of California and Employers' Liability limits or \$1,000,000 per accident.

- d. Other Provisions. RSCCD/SAC will provide MATER DEI HIGH SCHOOL with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to MATER DEI HIGH SCHOOL.
12. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of MATER DEI HIGH SCHOOL or of RSCCD/SAC, nor any of the officers or employees thereof by virtue of this Agreement.
13. 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.
14. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

Rancho Santiago Community College District  
Attn: Iris I. Ingram, Vice Chancellor of Business  
Services  
2323 North Broadway  
Santa Ana, California 92706

With a copy to:

Santa Ana College  
Attn: Dr. Fernando Ortiz, Dean of Academic Affairs  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706

If to Agency:

MATER DEI HIGH SCHOOL  
Attn: David Taylor, Vice President of  
Business Services,  
MATER DEI HIGH SCHOOL  
1202 W Edinger Ave  
Santa Ana, CA 92707

15. Term. This agreement shall be binding and deemed effective on the date which this



agreement first becomes fully executed by all Parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.

- a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
  - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.
  - c. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
16. 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.
  17. 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.
  18. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or MATER DEI HIGH SCHOOL property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.
  19. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes, or other natural disasters.

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

<p>MATER DEI HIGH SCHOOL</p> <p>MATER DEI HIGH SCHOOL Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>David Taylor, Vice President of Business Services, MATER DEI HIGH SCHOOL</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>RSCCD Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>Iris I. Ingram, Vice Chancellor of Business Services</p>
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