



Board Agenda Item #	Agenda Item # IIB- Action Item
Date:	September 12, 2018
To:	MPS Board of Directors- Academic Committee
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer
RE:	Recommendation to approve MSA-Santa Ana MOU Dual Enrollment Partnership with Santa Ana College

Proposed Board Motion

I move that the board authorizes MPS CEO and Superintendent to execute the dual enrollment agreement between Santa Ana College and Magnolia Science Academy- Santa Ana.

Introduction

California Education Code (EC) Section 48800 provides that the governing board of a school district may determine which students may benefit from advanced scholastic or vocational work. The governing board may authorize those students, upon recommendation from their principal and with parental consent, to attend a community college as a special part-time student and to enroll in one or more courses offered at the community college level. The purpose of the code is to provide educational enrichment for a limited number of eligible pupils. The educational enrichment opportunity will typically result in a request for concurrent enrollment in courses not currently offered by the approving school.

Research increasingly bears out the benefits of participating in dual enrollment. Compared with their peers with similar high school academic performance and demographics, students who have participated in dual enrollment coursework share the following characteristics:

- More likely to meet college readiness benchmarks.
- More likely to enter college, and enter shortly after high school graduation.
- Less likely to place into remedial English or math.
- Higher first-year GPA.
- Higher second-year retention rates.
- Higher four- and six-year college completion rates.
- Shorter average time to bachelor’s degree completion for those completing in six years or less.

Education Commission of the States, 2015

Background and Analysis

MSA-SA and SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities. MSA-SA continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses and MSA-SA desires to offer students the opportunity for dual enrollment. As a result of the partnership SAC will offer college courses

on the MSA-SA campus, which will benefit MSA-SA students by providing a convenient location and schedule. This partnership will enable MSA-SA 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.

Budget Implications

MSA-SA will not lose ADA as a result of this partnership. The school will assume insignificant amount of expenses related to facility and technology maintenance. Please check MOU item 3-F for financial commitments.

Exhibits (attachments):

- Dual enrollment agreement between Santa Ana College and Magnolia Science Academy- Santa Ana

**DUAL ENROLLMENT AGREEMENT  
BETWEEN  
SANTA ANA COLLEGE  
AND  
MAGNOLIA SCIENCE ACADEMY- SANTA ANA**

This agreement (hereinafter "Agreement") is entered into on the 13<sup>th</sup> day of July 2018, by and between Magnolia Science Academy- Santa Ana (hereinafter "MSA-SA") 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 MSA-SA facilities.

**RECITALS**

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

WHEREAS, MSA-SA desires to offer students the opportunity for dual enrollment; and

WHEREAS, SAC is willing to offer college courses on the MSA-SA campus, which will benefit MSA-SA 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 MSA-SA agree to work together to afford current MSA-SA 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 MSA-SA campus beginning on August 15, 2018, 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 31<sup>st</sup> of each year, the SAC President and the MSA-SA 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 employer retirement contributions.
  - b. Equipment and supplies. MSA-SA will be responsible for books and other supplies (whiteboard, markers, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with the SAC classes.

- c. Technology. MSA-SA will be responsible for any technology services costs associated with Sections 4 and 5.
  - d. Use of Facility. MSA-SA agrees to allow SAC access to classroom space for the express purpose of offering dual enrollment courses at MSA-SA and to waive any applicable use of facilities fees.
  - e. Damage to Facilities. MSA-SA will bear the costs of any repair or damages to the MSA-SA facilities as a result of the performance of this contract.
  - f. Safety/Security. MSA-SA will be responsible for the direct costs of safety, security, and supervision of the MSA-SA campus during the hours of SAC class operation.
  - g. Should courses be taught by SAC faculty, either before or after school at MSA-SA facilities, then the course will be open to MSA-SA 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 MSA-SA 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 MSA-SA 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 MSA-SA campus.
  - d. SAC designated coordinator will work with MSA-SA 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 MSA-SA 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 MSA-SA administrators.
  - h. Student withdrawal dates/policies will be consistent with existing SAC adopted policies and calendars.

- i. Academic advising of MSA-SA students enrolled in SAC courses will be the joint responsibility of SAC and MSA-SA.
- j. Dual enrollment courses completed by MSA-SA 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 MSA-SA 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, MSA-SA 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 MSA-SA will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes on the MSA-SA campus.
- d. MSA-SA 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 MSA-SA.
- 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 MSA-SA and RSCCD/SAC.

7. Parking. Parking spaces will be provided to SAC staff at the MSA-SA 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 MSA-SA.

9. Indemnification. MSA-SA 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 MSA-SA 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 MSA-SA, 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.** MSA-SA 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. Professional General Liability Insurance. Such coverage maintained by MSA-SA 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. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: Each Occurrence \$1,000,000, General Aggregate c. \$3,000,000
  - d. 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.
  - e. Workers' Compensation and Employers' Liability Insurance. Such coverage provided by MSA-SA and RSCCD each may be afforded via commercial insurance or self-insurance.
  - f. 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 MSA-SA 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.** required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below:
  - a. MSA-SA Lead Operational Administrator: Varol Gurler, High School Principal, MSA-SA, 2840 W 1st St, Santa Ana, CA 92703 or designee will complete this section.
  - b. RSCCD/SAC Lead Operational Administrator: Alicia Kruienza, 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 be in effect upon signature by both parties and shall remain in effect through June 30, 2022.
15. **Termination.** Either party may terminate this agreement upon ninety (90) days' written notice to the other party or upon completion of the current semester, whichever is greater.
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. Independent Status. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
  
18. 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.
  
19. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or MSA-SA 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**

**MANGNOLIA SCIENCE ACADEMY- SANTA ANA**

RSCCD Board of Trustees Approval Date:

MSA-SA Board of Trustees Approval Date:

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Signature of Officer:

Peter J. Hardash, Vice Chancellor  
Business Operations/Fiscal Services

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Signature of Officer:

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Date of Signature:

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Date of Signature:



To: Magnolia Public Schools  
From: Patrick Ontiveros, MPS General Counsel  
Date: September 13, 2018

RE: Approval of Memorandum of Understanding between Magnolia Science Academy-Santa Ana and Santa Ana College for Dual Enrollment Partnership

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in cursive script that reads "Patrick Ontiveros".

Patrick Ontiveros  
MPS General Counsel

A handwritten date "9/10/2018" written in cursive script, positioned above a horizontal line.

Date

A handwritten signature in cursive script that reads "Alfredo Rubalcava".

Alfredo Rubalcava  
MPS CEO & Superintendent

A handwritten date "8/16/2018" written in cursive script, positioned above a horizontal line.

Date