

Encore Educational Corporation AND Victor Valley College

Memorandum of Understanding: College and Careers Access Pathways (CCAP) Partnership Agreement
July 1, 2021-June 30, 2024

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Victor Valley Community College District (VVC) hereinafter known as "COLLEGE" and The Encore Educational Corporation hereinafter known as "SCHOOL" and

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities with the Victor Valley Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, the COLLEGE and the SCHOOL desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288 and AB 30, for high school students "who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness." Sec.2 (a) AB 288

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and the COLLEGE; and

WHEREAS, the COLLEGE and the SCHOOL agree to record COLLEGE and SCHOOL specific components of the Agreement using the Appendix for purposes addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, the Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy cases, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall be for 3 years beginning on July 1, 2021 and ending on June 30, 2024, unless otherwise terminated.

1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the scope, nature, time, location, and listing of community college course to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c) (1)

1.2 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. (c)(2)

1.3 A copy of the COLLEGE and the SCHOOL CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DEFINITIONS

2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL have been approved.

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1(d)

2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility – students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation

rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment – Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and COLLEGE standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and VVC policy.
- 3.4 Student Records – It is the responsibility for the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment – A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program.
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day – The SCHOOL shall certify that it shall teach SCHOOL students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.
- 3.9 The SCHOOL will provide a three-year proposal for courses it desires to offer each semester during the six semesters. District may ask for additional courses but it must do so in writing to the Dual Enrollment Coordinator no later than ninety days prior to the start of the semester.
- 3.10 Minimum Course Enrollment - The SCHOOL shall enroll a minimum of 25 students per course. The COLLEGE shall reserve the right to allow lower course enrollment due to special circumstances.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both the COLLEGE and the SCHOOL will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL agrees to assist the COLLEGE in the admission and registration of SCHOOL students as may be necessary and required by the COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The governing board of a community district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76104, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be borne by the SCHOOL. Required textbooks may be purchased by the SCHOOL from a vendor of their choosing.
- 5.3 Both the COLLEGE and the SCHOOL will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).
- 5.4 Units completed by a pupil pursuant to a CCAP Agreement, may count toward determining a pupil's registration priority for enrollment and course registration at the COLLEGE.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o) (1).
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by the COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c) (1).
- 6.4 Course offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL shall be of the same quality and

rigor as those offered on COLLEGE campus and shall be in compliance with VVC academic standards and the Course Outline of Record (COR).

- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL shall be listed in the COLLEGE catalog with the same department designation, course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.7 Instructors teaching courses offered by the SCHOOL as part of this CCAP Agreement are/will be considered college employees while teaching college courses and must complete an approved Instructional Services Agreement as required by VVC Business Procedure.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and that of SCHOOL policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.9 A student's withdrawal prior to the completion of a course offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10 Classroom management and evaluation of students enrolled in courses offered as part of this agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.11 The COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.12 This CCAP Agreement certifies that any remedial course taught by community college faculty at a participating high school campus shall be offered only to high school students who do not meet their grade level standard in math, English or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL, and shall involve collaborative effort between the SCHOOL and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Any new courses must be approved in accordance with COLLEGE requirements, including approval by the COLLEGE Curriculum Committee.
- 6.13 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE course offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California Community College as set forth in Title 5

California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.

- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(2)
- 7.3 This CCAP Agreement specifies the SCHOOL will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2(m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE course(s) shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL shall receive discipline-specific training and orientation from the COLLEGE regarding but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL will participate in professional activities sponsored by the COLLEGE as required by the terms and conditions of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to the following: address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to approval of VVC.
- 7.9 The COLLEGE may select instructors from SCHOOL personnel. SCHOOL personnel selected to be instructors remain employees of the SCHOOL, subject to the authority of the SCHOOL, but will also be subject to the authority of VVC, specifically with regard to their duties as instructors.
- 7.10 The SCHOOL shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be held to the same standards of achievement as students in courses taught on the COLLEGE

campus.

8.2 Students enrolled in COLLEGE courses offered, as part of this CCAP Agreement at the SCHOOL shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL shall be assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE Campus.

8.4 Students enrolled in COLLEGE courses offered, as part of this CCAP Agreement at the SCHOOL shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COLLEGE and the SCHOOL in conformity with VVC policies and standards. Sec. 2 (c)(2)

9.2 The SCHOOL shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL and COLLEGE in conformity with SCHOOL policies and standards. Sec. 2 (c) (2).

9.3 The SCHOOL's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL personnel performing these services will be employees of the SCHOOL, but will also be subject to the direction of the COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

9.4 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL on all the following information: Section. 2 (t)(1)(A-D)

- The total number of high school students by high school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal laws. Sec 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2(t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2(t)(1)(D)

10. APPORTIONMENT

10.1 VVC shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the courses(s)

complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. (o)(2)

10.3 VVC shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance for apportionment. Sec. (r)

10.4 The attendance of a high school pupil at a community college as a special part-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to the Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs. and Title 5.

11. COMPLIANCE

11.1 The SCHOOL agrees to provide a district administrator to participate in the Victor Valley College CCAP Advisory Committee and to provide the college with a yearly report providing detailed information on compliance with the requirements of this agreement.

11.2 The SCHOOL agrees that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through sources.

11.3 VVC agrees that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

11.4 The SCHOOL agrees and acknowledges that VVC will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under the CCAP Agreement.

11.5 This CCAP Agreement requires that any COLLEGE instructor teaching a course on a SCHOOL campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

11.6 This CCAP Agreement requires that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2(j)

11.7 The COLLEGE agrees that:

- A community college course offered for college credit at the participating SCHOOL does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4 and that students participating in this Agreement will not lead displacement of otherwise eligible adults the COLLEGE. Sed. 2(k)(3)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL may annually conduct surveys of participating SCHOOL pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by the SCHOOL for SCHOOL students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1 The COLLEGE and SCHOOL shall ensure operation protocols consistent with the collection of participating student data and the timely submission of the data.

14.2 The COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community College.

15. PRIVACY OF STUDENT RECORDS

15.1 The COLLEGE and SCHOOL understand and agree that education records of students enrolled in the CCAP course(s) and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy ACT (FERPA) 20 U.S.C. § 1232g; 34 C.F.R Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. The COLLEGE and SCHOOL agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.2 Limitation on Use. The COLLEGE and SCHOOL shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.3 Recordkeeping Requirements. The COLLEGE and SCHOOL shall comply with the requirements

governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

16. REIMBURSEMENT

16.1 The SCHOOL shall invoice the COLLEGE at the end of each semester for the use of instructional space and instructional services rendered per course unit at the rate of \$500.00 per unit. Example: One three-unit course = \$1,500.00 payable from the COLLEGE to the SCHOOL.

17. FACILITIES

17.1 The SCHOOL will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE or students. The SCHOOL agrees to clean, maintain, and safeguard SCHOOL premises. The SCHOOL warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

17.2 The SCHOOL will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL students. The parties understand that such equipment and materials are the SCHOOL's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered a part of this CCAP Agreement. The SCHOOL understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

17.3 The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement

18. INDEMNIFICATION

18.1 The SCHOOL agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgements, arising out of the SCHOOL's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL, its officers, employees, independent contractors, subcontractors, agents and other representatives.

18.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the SCHOOL and its governing board, officer, employee, administrators, independent contractors, subcontractors, agents and other representative from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgements, arising out of the COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, subcontractors, agents and other representatives.

19. INSURANCE

19.1 The SCHOOL, in order to protect the COLLEGE, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the state of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purpose of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.

19.2 For the purpose of Workers' Compensation, the SCHOOL shall be the "primary employer" for all its personnel who perform services as instructors and support staff. The SCHOOL shall be solely responsible for process, investigation, defending, and paying all workers' compensation claims by their respective SCHOOL personnel made in connection with performing services and receiving instruction under this Agreement. The SCHOOL agrees to hold harmless, indemnify, and defend the COLLEGE, its directors, officers, agents, and employees from any liability, resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL personnel connected with providing services under this Agreement. The SCHOOL is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL.

20. NON-DISCRIMINATION

20.1 Neither the SCHOOL nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

21. TERMINATION

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and the scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP Agreement.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this agreement.

22. MODIFICATION AND AMENDMENT

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

23.1 This Agreement shall be interpreted according to the laws of the state of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of the COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 5300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Signed: _____
Superintendent, School District

Date: _____

Signed:  _____
Superintendent/President, Victor Valley College

Date: 5/19/21 _____

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APPENDIX: COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT

1.0 COLLEGE AND SCHOOL DISTRICT INFORMATION

1.1 COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

<u>College/District</u>	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Victor Valley College	Chris Piercy	760-559-6991	Chris.Piercy@vvc.edu
Encore HS	Esther Haskins	760-956-2632	Ehaskins@encorehighschool.com

PROGRAM YEAR: 2021/2024

COLLEGE: Victor Valley College

1.2 APPROVED CCAP COURSES

The COLLEGE and the SCHOOL DISTRICT agree to the following courses being approved and available to participating schools as part of their CCAP offering. Availability may be limited due to the ability of the COLLEGE to staff the requested course. **No course will be offered during the duration of this MOU that is not on this approved list.**

VVC APPROVED CCAP COURSES 2021-24				
	SUBJECT	COURSE	UNIT	DESCRIPTION
1	AGNR	60	1.0-4.0	HORTICULTURE LABORATORY
2	AGNR	74A	1	SUSTAINABLE COMMUNITY LEADERSHIP
3	AGNR	74B	1	BIODIVERSITY MANAGEMENT & TECHNOLOGY
4	AGNR	74D	1	HABITAT RESTORATION
5	AGNR	121	3	INTRODUCTION TO ENVIROMENTAL HORTICULTURE
6	AGNR	122	3	PLANT PROAGATION AND GREENHOUSE PRODUCTION
7	AGNR	123	3	INTRODUCTION TO PLANT SCIENCE
8	AGNR	131	4	INTRODUCTION TO SOIL SCIENCE
9	AGNR	141	3	PLANT MATERIAL AND USAGE
10	AGNR	170	4	ENVIROMENTAL SCIENCE AND SUSTAINABILITY
11	AGNR	172	3	NAT RES REMOTE SENSING AND GEOGRAPHIC INF SYST (GIS)
12	AGNR	173	3	WATERSHED MANAGEMENT AND RESTORATION
13	AGNR	175	3	SUSTAINABLE AGRICULTURE, ENVIROMENT, AND SOCIETY
14	ANIM	50	3	PRINCIPLES OF ANIMATION IN MAYA
15	ANIM	160	3	3D MAX FUNDAMENTALS
16	ANTH	101	3	INTRODUCTION TO PHYSICAL ANTHROPOLOGY
17	ART	101	3	SURVEY OF ART HISTORY-PREHISTORIC TO MEDIEVAL
18	ART	102	3	SURVEY OF ART HISTORY-RENAISSANCE TO CONTEMPORARY
19	ART	104	3	FILM AS AN ART FORM
20	ART	105	3	INTRODUCTION TO ART
21	ART	125	3	DRAWING 1
22	ART	128	1-5	SPECIAL TOPICS ART

23	ASL	122	4	AMERICAN SIGN LANGUAGE 1
24	ASL	123	4	AMERICAN SIGN LANGUAGE 2
25	ASL	124	4	AMERICAN SIGN LANGUAGE 3
26	ASL	125	4	AMERICAN SIGN LANGUAGE 4
27	ASTR	101	3	DESCRIPTIVE ASTRONOMY
28	AUTO	58	2	LUBRICATION TECHNICIAN
29	AUTO	59	3	AUTOMOTIVE TIRE TECHNICIAN
30	AUTO	77.3	2	AUTOMOTIVE WORKPLACE PROFESSIONALISM
31	AUTO	89.3	4	INTRO TO HYBRID, ELECTRIC VEHIC AND PROPULSION VEHIC TECH
32	AVA	50	4	AVIATION TECHNOLOGY SURVEY
33	AVA	50B	4	AIRCRAFT METALLIC FABRICATION
34	BADM	100	2	INTRODUCTIONS TO BUSINESS ORGANIZATIONS
35	BADM	109	3	HUMAN RESOURCE MANAGEMENT
36	BADM	112	3	INTRODUCTION TO MARKETING
37	BADM	118	3	BUSINESS LAW
38	BIOL	100	4	GENERAL BIOLOGY
39	BIOL	107	4	INTRODUCTION TO HUMAN BIOLOGY
40	CHDV	100	3	CHILD GROWTH AND DEVELOPMENT
41	CHDV	106	3	CHILD, FAMILY, AND COMMUNITY
42	CHDV	133	3	ART EXPERIENCES FOR YOUNG CHILDREN
43	CHDV	134	3	LANGUAGE AND EARLY LITERACY DEVELOPMENT
44	CHDV	144	2	MATH AND SCIENCE EXPERIENCES FOR YOUNG CHILDREN
45	CHDV	145	2	MUSIC AND MOVEMENT EXPERIENCES FOR YOUNG CHILDREN
46	CHEM	100	4	INTRODUCTORY CHEMISTRY
47	CIS	101	4	COMPUTER LITERACY
48	CIS	121	4	INTRODUCTION TO WEB ANIMATION
49	CJ	92	3	WRITING FOR CRIMINAL JUSTICE
50	CJ	93	3	TRAFFIC ENFORCEMENT AND INVESTIGATION
51	CJ	101	3	INTRODUCTION TO CRIMINAL JUSTICE
52	CJ	103	3	CRIMINAL LAW
53	CJ	104	3	LEGAL ASPECTS OF EVIDENCE
54	CJ	135	3	JUVENILE LAW AND PROCEDURES
55	CMST	105	3	INTERCULTURAL COMMUNICATION
56	CMST	106	3	INTERPERSONAL COMMUNICATION
57	CMST	109	3	PUBLIC SPEAKING
58	CT	130	3	RESIDENTIAL REMODELING
59	CTMF	121A	3	WOODWORKING
60	CTMF	121B	3	INTERMEDIATE WOODWORKING
61	CTMT	120	4	RESIDENTIAL MAINTENANCE AND REPAIR
62	ECON	101	3	PRINCIPALS OF ECONOMICS: MACRO
63	ECON	102	3	PRINCIPLES OF ECONOMICS: MICRO

64	EDUC	101	3	INTRODUCTION TO TEACHING
65	EMS	50	2.5	EMERGENCY MEDICAL RESPONDER
66	EMS	60	9.5	EMERGENCY MEDICAL TECHNICIAN
67	ENGL	101	4	ENGLISH COMPOSITION AND READING
68	ENGL	81	2	CO-REQUISITE SUPPORT FOR ENGLISH 101
69	ENGL	102	3	COMPOSITION AND LITERATURE
70	ENGL	104	3	CRITICAL THINKING AND COMPOSITION
71	FIRE	100	3	PRINCIPLES OF EMERGENCY SERVICES
72	FIRE	101	3	FUNDAMENTALS OF FIRE SERVICE OPERATIONS
73	FIRE	102	3	FIRE PREVENTION TECHNOLOGY
74	FIRE	109	3	WILDLAND FIRE CONTROL
75	FIRE	110	3	PRIN OF FIRE AND EMER SERVICES SAFETY AND SURVIVAL
76	GEOG	101	3	INTRODUCTION TO PHYSICAL GEOGRAPHY
77	GEOL	101	4	PHYSICAL GEOLOGY
78	GUID	50	1	COLLEGE SUCCESS
79	GUID	51	0.5	ORIENTATION TO COLLEGE
80	GUID	56	1.5	SELF ESTEEM
81	GUID	59	1	SPECIAL ISSUES AND PERSONAL DEVELOPMENT
82	GUID	101	3	FIRST YEAR EXPERIENCE
83	GUID	103	3	CAREER EXPLORATION AND LIFE PLANNING
84	GUID	107	3	LEARNING STRATEGIES AND STUDY SKILLS
85	HIST	103	3	WORLD HISTORY TO 1500
86	HIST	104	3	WORLD HISTORY SINCE 1500
87	HIST	115	3	HISTORY OF CALIFORNIA
88	HIST	117	3	HISTORY OF THE UNITED STATES TO 1876
89	HIST	118	3	HISTORY OF THE UNITED STATES FROM 1876
90	HIST	130	3	LATIN AMERICAN HISTORY TO 1822
91	HIST	131	3	LATIN AMERICAN HISTORY FROM 1822
92	LIBR	110	3	INFO LITERACY IN DIGITAL AGE
93	MATH	105	4	COLLEGE ALGEBRA
94	MATH	85	2	COREQUISITE SUPPORT FOR COLLEGE ALGEBRA
95	MATH	120	4	INTRODUCTION TO STATISTICS
96	MATH	80	2	COREQUISITE SUPPORT FOR INTRODUCTORY STATISTICS
97	MUSC	101	3	THE FUNDAMENTALS OF MUSIC
98	MUSC	116	3	MUSIC IN AMERICA
99	MUSC	117	3	HISTORY OF JAZZ
100	MUSC	118	3	SURVEY OF ROCK AND ROLL
101	OCEA	101	3	OCEANOGRAPHY
102	PAL	100	3	INTRODUCTION TO PARALEGAL STUDIES
103	PAL	102	3	BEGINNING LEAGL RESEARCH FOR PARALEGALS
104	PAL	103	3	BEGINNING LEGAL WRITING

105	PAL	104	3	LEGAL ETHICS FOR PARALEGALS
106	PHIL	101	3	INTRODUCTION TO PHILOSOPHY
107	PHOT	101	3	INTERMEDIATE PHOTOGRAPHY
108	PHOT	111	3	BEGINNING DIGITAL PHOTOGRAPHY
109	PHYS	100	4	INTRODUCTORY PHYSICS
110	POLS	101	3	INTRODUCTION TO POLITICAL SCIENCE
111	POLS	102	3	INTRODUCTION TO AMERICAN GOVERNMENT AND POLITICS
112	POLS	114	3	POLITICAL PHILOSOPHY
113	PSCI	101	3	PRINCIPLES OF PHYSICAL SCIENCE
114	PSYC	101	3	INTRODUCTION TO PSYCHOLOGY
115	PSYC	110	3	DEVELOPMENTAL PSYCHOLOGY
116	RLST	101	3	INTRODUCTION TO RELIGIOUS STUDIES
117	RLST	113	3	RELIGION AND SOCIETY
118	RMGT	2	4.5	PREP/LINE COOK
119	RMGT	7	4.5	BAKERY/PASTERY TRAINING
120	SOC	101	3	INTRODUCTION TO SOCIOLOGY
121	SOC	102	3	SOCIAL PROBLEMS
122	SPAN	101	5	ELEMENTARY SPANISH
123	SPAN	102	5	ELEMENTARY SPANISH
124	TA	101	3	INTRODUCTION TO THEATRE
125	TA	106	3	BEGINNING ACTING

1.3 DATE, TIME, AND LOCATION OF ALL CCAP COURSES

All VVC CCAP courses will be taught on the school site designated for each course. Classrooms will be assigned by the site administrator and will possess all required equipment. CCAP classes will be taught during the official school day Monday through Friday. CCAP courses can be taught on Saturday if the SCHOOL DISTRICT designates it as an official school day and part of their overall instructional plan.

1.4 BEGINNING AND ENDING DATES FOR ALL CCAP COURSES IN THE SCHOOL DISTRICT(S)

Fall 2021 classes will begin the week of September 6, 2021 and run through the week of December 16, 2021. Spring 2022 classes will begin the week of January 24, 2022 and run through the week of May 19, 2022. Starting and ending dates for Fall and Spring 2022, 2023 and 2024 will be determined 120 days prior to the start of the fall semester for each school year.

1.5 CCAP 2021-2024 COURSE TIME

Encore High School courses will begin at 2:12 PM and end by 4:02 PM.

1.6 COURSES REQUESTED

Fall 2021-2024, Encore requested PSYC 101 and MUSC 117. Spring 2022-2024, Encore requested BADM 100 and MUSC 118.

1.7 FTES 2021-2024 ESTIMATE

Based on the number of requested courses for 2021-2024 and estimating an average of 20 students per class (taking in consideration potential special circumstances, see 3.10) approximately 4 CCAP courses will be offered annually at Encore High School with an estimated 80 student enrolled district wide. This number does not reflect students taking multiple courses, just an estimated total enrollment in the courses provided. Encore High School's total annual FTES estimate is 10.16.

2. PROGRAM SCOPE/GOAL

The SCHOOL will provide both CTE and transfer courses to students who may not be college bound and who are underrepresented in higher education through this CCAP agreement. The goal of the program will be to develop seamless pathways that prepare students for transfer to COLLEGE and CSU/UC as well as CTE pathways aligned with the particular high school programs. CTE pathways at the high schools include Computer Science, manufacturing/Construction Tech, Engineering, Information and Communication Technologies, Family and Consumer Science, Automotive, Healthcare, and Environmental Studies.

3. BOOKS AND INSTRUCTIONAL MATERIALS

The total cost of books and instructional materials for students participating as part of the CCAP agreement will be borne by the SCHOOL.

4. ASSESSMENT OF BENEFIT TO STUDENTS

The College is responsible for the tracking of students from the SCHOOL to the college in order to assess the benefit gained from the courses in this agreement. Criteria will include, but is not limited to: the number of high school students enrolled in partnership, number of college courses offered, number and percentage of successful course completions, and number of FTES generated.

5. EMPLOYER OF RECORD

The COLLEGE will be the employer of record for purposes of assignment monitoring.

6. EDUCATIONAL PROGRAMS(S) AND COURSE(S)

The COLLEGE is responsible for all educational programs(s) and course(s) offered as part of this CCAP Agreement whether the educational programs(s) and course(s) are offered at the SCHOOL or the COLLEGE. The SCHOOL is responsible for providing the COLLEGE with a two-year course plan 150 days before the start of the first semester of this agreement. Requests for additional courses must be made no later than 90 day prior to the start of the semester. It is understood that the COLLEGE has the option of filling or not filling requested courses based on availability of instructors.