

Encore High School for the Arts AND Victor Valley College

Memorandum of Understanding: College and Careers Access Pathways (CCAP) Partnership Agreement
July 1, 2024-June 30, 2027

This is a College and Career Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Victor Valley Community College District (VVC) hereinafter known as "COLLEGE" and Encore High School for the Arts known as "SCHOOL DISTRICT".

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, enroll in community colleges and four-year colleges, attend postsecondary education on a full-time basis, and complete degrees in those institutions than students without these experiences, and

WHEREAS, COLLEGE AND SCHOOL DISTRICT desire to enter into this CCAP Agreement to offer or expand dual enrollment opportunities, consistent with the provisions of AB 288, AB 30, and AB 368, for high school students "who may not already be college bound or who are underrepresented in higher education, to develop seamless pathways from high school to community college for career technical education or preparation for transfer, improve 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 COLLEGE, and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT 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 DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 This CCAP Agreement shall be for three years, beginning on July 1, 2024, and ending on June 30, 2027, 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. The protocols shall only require shall only require a high school pupil participating in a CCAP partnership to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP partnership. 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 SCHOOL DISTRICT 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 DISTRICTS' 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, 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 DISTRICT have been approved.

2.2 Consistent with AB 288, this CCAP Agreement may include "underachieving students, those from groups underrepresented in postsecondary education, those 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 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 who have been admitted to the COLLEGE and meet all applicable prerequisites as part of the CCAP Agreement. 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 COLLEGE and shall comply 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 comply with the admissions and registration guidelines set forth in applicable law and V.V.C. policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT 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 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 in the Agreement designed to award students a high school diploma and an associate degree, certificate, or credential.
- 3.8 Minimum School Day – The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day according to Education Code §§ 46141 and 46142.
- 3.9 The district will provide a two-year proposal for courses it desires to offer each semester during the four semesters. District may ask for additional courses, but it must do so in writing to the Dual Enrollment Coordinator no later than ninety days before the start of the semester.
- 3.10 Minimum Course Enrollment - The SCHOOL DISTRICT 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 COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.

4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in admitting and registering SCHOOL DISTRICT students as necessary and required by 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 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 according 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 COLLEGE will work with book provider(s) to lower costs and give students quicker access to a course's textbook and materials. The SCHOOL DISTRICT will pay a set fee of \$70 per textbook. The COLLEGE will invoice the districts for the total number of books the SCHOOL DISTRICT uses per semester. The COLLEGE will work with the instructors to obtain their text and materials requests. The COLLEGE will also order and deliver the instructor's requested text and materials to the school. If a textbook is unavailable through an online provider, COLLEGE will be responsible for obtaining hardback or paperback versions of the requested book and other materials. The SCHOOL DISTRICT will be charged \$70 per textbook. The COLLEGE will cover any additional cost beyond the \$70.

5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g., Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

5.4 According to a CCAP Agreement, units completed by a pupil 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 offered at a high school campus during the regular school day, and the community college course is offered according to a CCAP Agreement. Sec. 2 (o) (1).

6.2 The COLLEGE is responsible for all courses and educational programs offered as part of the CCAP Agreement, regardless of whether the course and academic program are provided on-site at the SCHOOL DISTRICT or the COLLEGE.

6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by 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 at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus and shall comply with V.V.C. academic standards and the Course Outline of Record (C.O.R.).
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT 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 DISTRICT 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 SCHOOL DISTRICT 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 V.V.C. 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 and any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course-related regulations, policies, procedures, prerequisites, and standards and that of SCHOOL DISTRICT policies, practices, and requirements, the COLLEGE regulations, procedures, prerequisites, and standards shall prevail.
- 6.9 A student's withdrawal before completing 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 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 DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT 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 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 approve those courses locally separately.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses 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 DISTRICT or COLLEGE will be the employer of record for assignment monitoring and reporting to the county office of education. Sec. 2 (m)(2)
- 7.3 This CCAP Agreement specifies that the SCHOOL DISTRICT will assume reporting responsibilities under 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 students' health and safety and not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses 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 convicted of a violent or severe felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Before teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. The said training shall be approved and provided by the college.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional activities sponsored by the COLLEGE as required by the terms and conditions of the contract. They 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 the approval of V.V.C.
- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel chosen to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of V.V.C., specifically concerning their duties as instructors.

7.10 The SCHOOL DISTRICT 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 DISTRICT shall be held to the same achievement standards as students in classes taught on the COLLEGE campus.

8.2 Students enrolled in COLLEGE courses offered, as part of this CCAP Agreement at the SCHOOL DISTRICT, 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 DISTRICT 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 DISTRICT 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, specified in the Appendix to this CCAP Agreement, who will be the point of contact to facilitate coordination and cooperation between the COLLEGE and SCHOOL DISTRICT in conformity with V.V.C. policies and standards. Sec. 2 (c)(2)

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

9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of the SCHOOL DISTRICT. Still, they will also be subject to the direction of COLLEGE, specifically concerning 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 DISTRICT 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, type, and 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 V.V.C shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) to receive state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.

10.2 For 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 V.V.C. 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 in accordance with 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 DISTRICT 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 DISTRICT 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 V.V.C. agrees that it has not received full compensation from other sources for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement.

11.4 The SCHOOL DISTRICT agrees and acknowledges that V.V.C. 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 DISTRICT 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)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors to inform practice, make adjustments, and improve 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 SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. COLLEGE shall maintain permanent records of student enrollment, grades, and achievements for COLLEGE students.

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 COLLEGE and SCHOOL DISTRICT shall ensure that operation protocols are consistent with the collection of participating student data and timely submission.

14.2 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 COLLEGE and SCHOOL DISTRICT 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 A.C.T. (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. COLLEGE and SCHOOL DISTRICT 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. COLLEGE and SCHOOL DISTRICT shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their 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. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing the 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. FACILITIES

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

16.2 AT ITS OWN EXPENSE, the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books, and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books, and materials for each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

17. INDEMNIFICATION

17.1 The SCHOOL DISTRICT 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 judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents, and other representatives.

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

18. INSURANCE

18.1 The SCHOOL DISTRICT, in order to protect 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 J.P.A., 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.

18.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims made by their respective SCHOOL DISTRICT personnel in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend 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 DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT 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.

20. TERMINATION

20.1 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 person responsible for it listed in the CCAP Agreement.

20.2 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.

21. MODIFICATION AND AMENDMENT

21.1 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.

22. GOVERNING LAWS

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

23. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of 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.

24. SEVERABILITY

24.1 This CCAP Agreement shall be considered severable. 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. All other provisions or parts shall remain in full force and effect.

25. COUNTERPARTS

25.1 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: _____

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	St. Claire Adriaan	760-956-2632	sadriaan@encorehighschool.com

PROGRAM YEAR: 2024-2025

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 that is not on this approved list will be offered during the duration of this M.O.U.**

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 posse 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.

VVC APPROVED CCAP COURSES 2024-2027				
	SUBJECT	COURSE	UNIT	DESCRIPTION
1	AGNR	60	1	HORTICULTURE LABORATORY
2	AGNR	74A	1	SUSTAINABLE COMMUNITY LEADERSHIP
3	AGNR	74B	1	BIODIVERSITY MANAGEMENT & TECHNOLOGY
4	AGNR	74D	1	HABITAT RESTORATION
5	AGNR	100	3	GENERAL ANIMAL SCIENCE
6	AGNR	102	4	EQUINE SCIENCE
7	AGNR	105	3	EQUINE HEALTH
8	AGNR	106	3	VETERINARY TERMINOLOGY & TECHNOLOGY
9	AGNR	107	3	LIVESTOCK SELECTION & EVALUATION
10	AGNR	108	3	ANIMAL HEALTH & SANITATION
11	AGNR	120	3	INTEGRATED PEST MANAGEMENT
12	AGNR	121	3	INTRODUCTION TO ENVIRONMENTAL HORTICULTURE
13	AGNR	122	3	PLANT PROPAGATION & GREENHOUSE PRODUCTION
14	AGNR	123	4	INTRODUCTION TO PLANT SCIENCE
15	AGNR	131	3	INTRODUCTION TO SOIL SCIENCE
16	AGNR	140	3	PLANT MATERIAL AND USAGE I
17	AGNR	141	4	PLANT MATERIAL AND USAGE II
18	AGNR	170	4	ENVIRONMENTAL SCIENCE & SUSTAINABILITY
19	AGNR	150	3	LANDSCAPE DESIGN

20	AGNR	153	3	NATURAL LANDSCAPE MAINTENANCE
21	AGNR	172	3	NAT RES REMOTE SENSING & GEOGRAPHIC INF SYST (G.I.S.)
22	AGNR	173	3	WATERSHED MANAGEMENT & RESTORATION
23	AGNR	175	3	SUSTAINABLE AGRICULTURE, ENVIRONMENT, AND SOCIE
24	AGNR	177	3	PRINCIPLES OF WILDLIFE MANAGEMENT
25	AGNR	178	3	AGRICULTURE ECONOMICS
26	ANIM	160	3	3D MAX FUNDAMENTALS
27	ANTH	101	3	INTRODUCTION TO PHYSICAL ANTHROPOLOGY
28	ANTH	101L	1	PHYSICAL ANTHROPOLOGY LAN
29	ART	101	3	SURVEY OF ART HISTORY-PREHISTORIC TO MEDIEVAL
30	ART	102	3	SURVEY OF ART HISTORY-RENAISSANCE TO CONTEMPORARY
31	ART	104	3	FILM AS AN ART FORM
32	ART	105	3	INTRODUCTION TO ART
33	ART	125	3	DRAWING 1
34	ASL	122	4	AMERICAN SIGN LANGUAGE 1
35	ASL	123	4	AMERICAN SIGN LANGUAGE 2
36	ASL	124	4	AMERICAN SIGN LANGUAGE 3
37	ASL	125	4	AMERICAN SIGN LANGUAGE 4
38	ASTR	101	3	DESCRIPTIVE ASTRONOMY
39	AUTO	50.4	0	AUTO 911
40	AUTO	50.5	0	AUTO 911 LAB
41	AUTO	58	2	LUBRICATION TECHNICIAN
42	AUTO	59	3	AUTOMOTIVE TIRE TECHNICIAN
43	AUTO	77.3	2	AUTOMOTIVE WORKPLACE PROFESSIONALISM
44	AUTO	89.3	4	INTO TO HYBRID, ELECTRIC VEHIC, AND PROPULSION VEH
45	A.V.A.	50	4	AVIATION TECHNOLOGY SURVEY
46	A.V.A.	50B	4	AIRCRAFT METALLIC FABRICATION
47	BADM	100	2	INTRODUCTIONS TO BUSINESS ORGANIZATIONS
48	BADM	109	3	HUMAN RESOURCE MANAGEMENT
49	BADM	112	3	INTRODUCTION TO MARKETING
50	BADM	118	3	BUSINESS LAW
51	BIOL	100	4	GENERAL BIOLOGY
52	BIOL	107	4	INTRODUCTION TO HUMAN BIOLOGY
53	CHDV	100	3	CHILD GROWTH AND DEVELOPMENT
54	CHDV	106	3	CHILD, FAMILY, AND COMMUNITY
55	CHDV	133	3	ART EXPERIENCES FOR YOUNG CHILDREN
56	CHDV	134	3	LANGUAGE AND EARLY LITERARY DEVELOPMENT
57	CHDV	144	2	MATH AND SCIENCE EXPERIENCES FOR YOUNG CHILDREN
58	CHDV	145	2	MUSIC AND MOVEMENT EXPERIENCES FOR YOUNG CHILD
59	CHEM	100	4	INTRODUCTORY CHEMISTRY
60	CIS	101	4	COMPUTER LITERACY

61	C.J.	92	3	WRITING FOR CRIMINAL JUSTICE
62	CJ	101	3	INTRODUCTION TO CRIMINAL JUSTICE
63	CJ	103	3	CRIMINAL LAW
64	CJ	104	3	LEGAL ASPECTS OF EVIDENCE
65	CJ	135	3	JUVENILE LAW AND PROCEDURES
66	CMST	105	3	INTERCULTURAL COMMUNICATION
67	CMST	106	3	INTERPERSONAL COMMUNICATION
68	CMST	109	3	PUBLIC SPEAKING
69	CMST	107	3	FAMILY COMMUNICATION
70	CT	130	3	RESIDENTIAL REMODELING
71	CTMF	121A	3	WOODWORKING
72	CTMF	121B	3	INTERMEDIATE WOODWORKING
73	CTMF	120	4	RESIDENTIAL MAINTENANCE AND REPAIR
74	ECON	101	3	PRINCIPALS OF ECONOMICS: MACRO
75	ECON	100	3	INTRODUCTION OF ECONOMICS
76	EDUC	101	3	INTRODUCTION TO TEACHING
77	E.M.S.	50	2.5	EMERGENCY MEDICAL RESPONDER
78	E.M.S.	60	9.5	EMERGENCY MEDICAL TECHNICIAN
79	ENGD	101	3	INTRODUCTION TO DRAFTING
80	ENGD	103	3	BLUEPRINT READING FOR CONSTRUCTION
81	ENGD	110	3	INTRODUCTION TO 2-D AUTOCAD
82	ENGL	81	2	COREQUISITE SUPPORT FOR ENGLISH 101
83	ENGL	101	4	ENGLISH COMPOSITION AND READING
84	ENGL	102	3	COMPOSITION AND LITERATURE
85	ENGL	104	3	CRITICAL THINKING AND COMPOSITION
86	ENGL	109	3	CREATIVE WRITING
87	ETH	101	3	INTRODUCTION TO CHICANA/O STUDIES
88	ETH	102	3	INTRODUCTION TO AFRICAN AMERICAN STUDIES
89	FIRE	100	3	PRINCIPLES OF EMERGENCY SERVICES
90	FIRE	101	3	FUNDAMENTALS OF FIRE SERVICE OPERATIONS
91	FIRE	102	3	FIRE PREVENTION TECHNOLOGY
92	FIRE	109	3	WILDLAND FIRE CONTROL
93	FIRE	110	3	PRINC OF FIRE AND EMER SERVICES SAFETY AND SURVIVAL
94	GEOG	101	3	INTRODUCTION TO PHYSICAL GEOGRAPHY
95	GEOG	101L	1	GEOGRAPHY 1 LABORATORY
96	GEOG	104	3	WORLD REGIONAL GEOGRAPHY
97	GEOL	101	4	PHYSICAL GEOLOGY
98	GUID	50	1	COLLEGE SUCCESS
99	GUID	51	1	ORIENTATION TO COLLEGE
100	GUID	81	1	CAREER PLANNING: STAGE II
101	GUID	82	1	CAREER PLANNING: STAGE II
102	HIST	103	3	WORLD HISTORY TO 1500

103	HIST	104	3	WORLD HISTORY SINCE 1500
104	HIST	115	3	HISTORY OF CALIFORNIA
105	HIST	117	3	HISTORY OF THE UNITED STATES TO 1876
106	HIST	118	3	HISTORY OF THE UNITED STATES FROM 1876
107	HIST	130	3	LATIN AMERICAN HISTORY TO 1822
108	HIST	131	3	LATIN AMERICAN HISTORY FROM 1822
109	LIBR	110	3	INFO LITERACY IN DIGITAL AGE
110	MATH	104	4	TRIGONOMETRY
111	MATH	105	4	COLLEGE ALGEBRA
112	MATH	85	2	COREQUISITE SUPPORT FOR COLLEGE ALGEBRA
113	MATH	120	4	INTRODUCTION TO STATISTICS
114	MATH	132	3	THE IDEAS OF MATH
115	MATH	80	2	COREQUISITE SUPPORT FOR INTRODUCTORY STATISTICS
116	MUSC	100	3	INTRODUCTION TO MUSIC
117	MUSC	101	3	THE FUNDAMENTALS OF MUSIC
118	MUSC	116	3	MUSIC IN AMERICA
119	MUSC	117	3	HISTORY OF JAZZ
120	MUSC	118	3	SURVEY OF ROCK AND ROLL
121	OCEA	101	3	OCEANOGRAPHY
122	PAL	100	3	INTRODUCTION TO PARALEGAL STUDIES
123	PAL	102	3	BEGINNING LEGAL RESEARCH FOR PARALEGALS
124	PAL	103	3	BEGINNING LEGAL WRITING
125	PAL	104	3	LEGAL ETHICS FOR PARALEGALS
126	PHIL	101	3	INTRODUCTION TO PHILOSOPHY
127	PHOT	101	3	INTERMEDIATE PHOTOGRAPHY
128	PHOT	111	3	BEGINNING DIGITAL PHOTOGRAPHY
129	PHYS	100	4	INTRODUCTORY PHYSICS
130	POLS	101	3	INTRODUCTION TO POLITICAL SCIENCE
131	POLS	102	3	INTRODUCTION TO AMERICAN GOVERNMENT AND POLITI
132	POLS	114	3	POLITICAL PHILOSOPHY
133	PSCI	101	3	PRINCIPLES OF PHYSICAL SCIENCE
134	PSYC	101	3	INTRODUCTION TO PSYCHOLOGY
135	PSYC	110	3	DEVELOPMENTAL PSYCHOLOGY
136	RLST	101	3	INTRODUCTION TO RELIGIOUS STUDIES
137	RLST	113	3	RELIGION AND SOCIETY
138	RMGT	2	4.5	PREP/LINE COOK
139	RMGT	7	4.5	BAKERY/PASTRY TRAINING
140	SOC	101	3	INTRODUCTION TO SOCIOLOGY
141	SOC	102	3	SOCIAL PROBLEMS
142	SPAN	101	5	ELEMENTARY SPANISH
143	SPAN	102	5	ELEMENTARY SPANISH
144	TA	101	3	INTRODUCTION TO THEATRE

145	TA	106	3	BEGINNING ACTING
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1.4 BEGINNING AND ENDING DATES FOR ALL CCAP COURSES IN THE SCHOOL DISTRICT(S)

Fall 2024 classes will begin the week of August 12, 2024, and run through the week of December 9, 2024. Spring 2024 classes will start the week of January 13, 2024, and run through the week of May 8, 2024. Starting and ending dates for Fall and Spring 2025, 2026, and 2027 will be determined 120 days prior to the start of the Fall semester for each school year.

1.5 CCAP 2024-2027 COURSE TIMES

Encore's courses will begin at 8:30 AM and end by 3:00 PM.

1.6 COURSES REQUESTED Fall 2024: PSYC 101, ASTR 101, GUID 50, GUID 81. Spring 2025, PSYC 110, CMST 109, TA 106, and GUID 82.

1.7 FTES 2024-2025 ESTIMATE

Based on the number of requested courses for 2024-2025 and estimating an average of 25 students per class (taking into consideration potential special circumstances, see 3.10), approximately 8 CCAP courses will be offered at Encore, with an estimated 200 students enrolled. This number does not reflect students taking multiple courses; it is just an estimated total enrollment in the courses provided. Encore's total annual FTES estimate is 20.

2. PROGRAM SCOPE/GOAL

SCHOOL DISTRICT will provide both C.T.E. 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 C.T.E. pathways that are aligned with the particular high school programs. C.T.E. 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 COLLEGE will work with book provider(s) to lower costs and give students quicker access to a course's textbook and materials. The SCHOOL DISTRICT will pay a set fee of \$70 per textbook. The COLLEGE will invoice the districts for the total number of books the SCHOOL DISTRICT uses per semester. The COLLEGE will work with the instructors to obtain their text and materials requests. The COLLEGE will also order and deliver the instructor's requested text and materials to the school.

If a textbook is unavailable through an online provider, COLLEGE will be responsible for obtaining hardback or paperback versions of the requested book and other materials. The SCHOOL DISTRICT will be charged \$70 per textbook. The COLLEGE will cover any additional cost beyond the \$70.

4. ASSESSMENT OF BENEFIT TO STUDENTS

The COLLEGE is responsible for the tracking of students from the SCHOOL DISTRICT to the college in order to assess the benefit gained from the courses in this Agreement. Criteria will include, but are 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

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

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

COLLEGE is responsible for all educational programs(s) and course(s) offered as part of this CCAP Agreement, whether the academic programs(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE. The School District is responsible for providing 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 days prior to the start of the semester. It is understood that COLLEGE has the option of filling or not filling requested courses based on the availability of instructors.