

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

Begin date: _____ End date: _____

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 425 Plumas Blvd, Suite 200, Yuba City, CA 95991, and NAME OF SCHOOL DISTRICT: _____ (“SCHOOL DISTRICT”),

[ADDRESS] _____.

COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will collectively be referred to as “PARTIES,” or individually as “PARTY.”

RECITALS

WHEREAS, the mission of the COMMUNITY COLLEGE DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the 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, SCHOOL DISTRICT is a public school district serving grades kindergarten through 12 located within the regional service area of COMMUNITY COLLEGE DISTRICT unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

WHEREAS, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school pupils “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation 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” 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.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d)); and

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 COMMUNITY COLLEGE DISTRICT; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code 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 (Ed. Code, § 76004, subd. (k)(3)); and

NOW THEREFORE, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for _____ years beginning on _____ and ending on _____, unless otherwise terminated in accordance with Section 22 of this CCAP Agreement. The PARTIES may agree to renew the term of this CCAP Agreement on such terms and conditions as mutually agreed by the PARTIES.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school pupils 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 the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A 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. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decisionmaking authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subd. (b)(1).)
- 1.6 The governing board of each PARTY, at an open public meeting of that board, shall present the CCAP Agreement as an informational item, take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b)(2).)

2. 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 DISTRICT have been approved in accordance with the policies and guidelines

of COMMUNITY COLLEGE DISTRICT and applicable law. (Ed. Code, § 76004, subd. (a).)

- 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.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d).)
- 2.3 Pupil or Student – A resident or nonresident student attending high school in California. High school pupils enrolled in college classes who are classified as nonresident special part-time students for tuition purposes shall be eligible for the Senate Bill 150 waiver of nonresident tuition while still in high school in California. COMMUNITY COLLEGE DISTRICT cannot claim apportionment for nonresident special part-time students.

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

- 3.1 Student Eligibility – COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities to high school pupils who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness” 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.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) 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 COMMUNITY COLLEGE DISTRICT and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall comply with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COMMUNITY COLLEGE DISTRICT and shall comply with the admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy. The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure each selected student has met all the enrollment requirements.

- 3.4 Student Records – Students will be required to follow the COMMUNITY COLLEGE DISTRICT process when requesting an official COMMUNITY COLLEGE DISTRICT transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in Appendix A.
- 3.5 Priority Enrollment –COMMUNITY COLLEGE DISTRICT for purposes of this section, a special part-time student may enroll in up to, and including, 11 units per semester, or the equivalent thereof, at the community college.

(e) (1) Except as provided in paragraph (2), the governing board of a community college district shall assign a low enrollment priority to special part-time or full-time students described in subdivision (a) in order to ensure that these students do not displace regularly admitted students.

(2) This subdivision does not apply to a student attending a middle college high school as described in Section 11300, if the student is seeking to enroll in a community college course that is required for the student’s middle college high school program as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g)(1).)

- 3.6 As part of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the goals associated with developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve career and college readiness. (Ed. Code, § 76004, subd. (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 Education Code section 76004, subdivision (p). Specifically, the units must constitute no more than four (4) community college courses per term and be part of an academic program that is part of the CCAP 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 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 pursuant to Education Code sections 46141 and 46142.
- 3.9 SCHOOL DISTRICT is aware and acknowledges that COMMUNITY COLLEGE DISTRICT may enter into CCAP Agreements with other school districts. All CCAP agreements will include all terms required by law, although the specific terms of such agreement may be modified. However, CCAP agreements with other school districts will not modify, alter, or extinguish the rights and duties of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT under this CCAP Agreement.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures. Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COMMUNITY COLLEGE DISTRICT.
- 4.4 The SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT understand and agree that successful COMMUNITY COLLEGE DISTRICT admission and registration requires that each participating student has completed the COMMUNITY COLLEGE DISTRICT enrollment application process.

5. PARTICIPATING STUDENTS

Participating students are defined as students within the SCHOOL DISTRICT that have approval of their parent and school designee to participate. In some cases a SCHOOL DISTRICT may extend this definition to include students from other school districts that have their parent and school designee approval from their original school and the SCHOOL DISTRICT approves their participation.

- 5.1 A high school pupil enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subds. (p) & (q).)
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Unless otherwise provided for in Appendix A, SCHOOL DISTRICT will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of SCHOOL DISTRICT. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. SCHOOL DISTRICT shall determine the type, make, and model of all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the SCHOOL DISTRICT before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP

Agreement Courses. A student only needs to submit one parental or guardian consent form and Principal recommendation for the duration of the pupil's participation in the CCAP Agreement Courses.

- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines to receive COMMUNITY COLLEGE DISTRICT credit. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will not appear on the SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.
- 5.10 Both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

6. CCAP AGREEMENT COURSES

- 6.1 The COMMUNITY COLLEGE DISTRICT may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school pupils if the courses are offered at a high school campus, either in person or using an online platform, during the regular school day. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 The PARTIES agree to follow SCHOOL DISTRICT's academic calendar under the condition that courses are scheduled in such a way that the hour requirements as described in the course outlines of record are met.
- 6.3 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COMMUNITY COLLEGE DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the

COMMUNITY COLLEGE DISTRICT shall be determined by the COMMUNITY COLLEGE DISTRICT, in consultation with the SCHOOL DISTRICT, with the approval of the COMMUNITY COLLEGE DISTRICT Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code, § 76004, subd. (c)(1).) Representatives from the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT will collaborate to ensure that course selection, timing, and placement does not conflict with existing courses offered at the SCHOOL DISTRICT site.

- 6.5 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall jointly review and approve courses offered as part of the CCAP Agreement.
- 6.6 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 COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COMMUNITY COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 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 COMMUNITY COLLEGE DISTRICT academic department.
- 6.9 Any SCHOOL DISTRICT instructor who teaches a course offered as part of this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COMMUNITY COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between COMMUNITY COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites, and standards and SCHOOL DISTRICT policies, practices, and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.

- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The COMMUNITY COLLEGE DISTRICT has the primary right to control and direct the instructional activities of all instructors teaching courses pursuant to the CCAP Agreement, including those who are SCHOOL DISTRICT employees but are teaching CCAP Agreement courses for COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will exercise this right in consultation with SCHOOL DISTRICT.
- 6.15 This CCAP Agreement certifies that any remedial course taught by COMMUNITY COLLEGE DISTRICT faculty at a SCHOOL DISTRICT campus, either in person or using an online platform, shall be offered only to high school pupils 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 SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COMMUNITY COLLEGE DISTRICT faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)
- 6.16 The California Community College Chancellor's Office must approve the degree and certificate programs that are included in the CCAP Agreement. Courses offered must be part of the programs approved by the Chancellor's Office unless the COMMUNITY COLLEGE DISTRICT received delegated authority to approve those courses separately locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended, and be hired by the COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether SCHOOL DISTRICT or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the SCHOOL DISTRICT, the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that

instructor. (Ed. Code, § 76004, subd. (m)(2).)

- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT 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. Instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 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 DISTRICT school site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and research and development in the field.
- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT will determine and select instructors to teach CCAP Agreement Courses. The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel nominated by SCHOOL DISTRICT, or other sources. SCHOOL DISTRICT personnel will perform instructional duties on duty time. SCHOOL DISTRICT personnel selected 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 COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with SCHOOL DISTRICT. SCHOOL DISTRICT personnel selected to be instructors shall be paid by COMMUNITY COLLEGE DISTRICT at the rate established under the applicable collective bargaining agreement between SCHOOL DISTRICT and the bargaining unit of the SCHOOL DISTRICT. When the instructor is the employee of the COMMUNITY COLLEGE

DISTRICT and not an employee of the SCHOOL DISTRICT, the instructor will be paid at the rate established under COMMUNITY COLLEGE DISTRICT bargaining agreement.

- 7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.
- 7.11 The COMMUNITY COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT 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 COMMUNITY COLLEGE DISTRICT campus.
- 8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT 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 COMMUNITY COLLEGE DISTRICT campus.
- 8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT 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 COMMUNITY COLLEGE DISTRICT campus.
- 8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment, such as extended time on tests or special seating, shall be implemented by the COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the SCHOOL DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the SCHOOL DISTRICT.
- 8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT who have an Individualized Education Program (“IEP”) shall receive all programs and services provided for under the IEP by the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing or accommodating any portion of a student’s IEP. Students enrolled in

COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT's Disabled Students Programs & Services ("DSPS") office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.

- 8.7 The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the SCHOOL DISTRICT Educational Administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in or related to the CCAP program.
- 9.2 The SCHOOL DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to file an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-E).)
- i. The total number of high school pupils by school site enrolled in each

CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)

- ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
- iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
- v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)

9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

9.6 COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and the COMMUNITY COLLEGE DISTRICT application procedures.

10. DISPUTES

10.1 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and SCHOOL DISTRICT employees or students. When such disputes arise, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.

- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
- ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply,

including but not limited to:

- a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
- iii. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
 - iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
 - v. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will cooperate in any investigation initiated and make its employees available to the investigator.
 - vi. Interviews of COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT employees shall comply with any rights and protections afforded to them under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.
 - vii. The investigator will prepare a report that will be provided to both

PARTIES setting forth findings as to the allegations and the basis for the findings.

- viii. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall share any and all materials from the investigation.
- ix. The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or SCHOOL DISTRICT against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE DISTRICT 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 course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 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. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)
 - i. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations.

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that:
 - i. The direct education costs of the courses offered as part of this CCAP

Agreement are not fully funded through other sources.

- ii. The COMMUNITY COLLEGE DISTRICT will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- iii. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus. (Ed. Code, § 76004, subd. (i).)

12.2 The COMMUNITY COLLEGE DISTRICT certifies that:

- i. A COMMUNITY COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
- ii. A COMMUNITY COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)
- iii. This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(3).)
- iv. Students participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(3).)
- v. 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.
- vi. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)
- vii. A qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. (j).)

12.3 This CCAP Agreement certifies that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement

course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

13.1 The COMMUNITY COLLEGE DISTRICT 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.

14. RECORDS

14.1 Permanent records of student enrollment, 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. SCHOOL DISTRICT shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.

14.2 The SCHOOL DISTRICT shall complete a document certifying that SCHOOL DISTRICT has made a determination that a participating student is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026, subdivision (b).

14.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as 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.

15. CCAP AGREEMENT DATA MATCH AND REPORTING

15.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall ensure operational protocols are in place consistent with the collection of participating student data and the timely submission of the data.

15.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

16. PRIVACY OF STUDENT RECORDS

16.1 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course 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 sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the 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 participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)

- 16.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)
- 16.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent.

17. REIMBURSEMENT

- 17.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.
- 17.2 If an instructor teaching a course pursuant to this CCAP Agreement is an employee of SCHOOL DISTRICT, COMMUNITY COLLEGE DISTRICT shall reimburse SCHOOL DISTRICT in accordance with Appendix A.

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- 18.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

19. INDEMNIFICATION

- 19.1 Government Code Section 895.2 imposes certain tort liability jointly and severally upon public entities solely by reason of such entities being parties to an agreement. Each of the PARTIES to this Agreement, to the maximum extent permissible by law, will assume the full liability imposed upon it or any of its trustees, officers, agents, or employees for injury caused by any act or omission occurring in each PARTY's performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve such purpose, and pursuant to Government Code Section 895.4, each of the PARTIES indemnifies, saves, and holds harmless the other PARTY for any claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, including attorneys' fees (collectively "Claims") as described below.
- 19.2 For purposes of this CCAP partnership in this CCAP Agreement, the SCHOOL DISTRICT agrees to and shall indemnify, save, and hold harmless the COMMUNITY COLLEGE DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of SCHOOL DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.
- 19.3 For purposes of this CCAP partnership in this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT agrees to and shall indemnify, save, and hold harmless the SCHOOL DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COMMUNITY COLLEGE DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.

20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect COMMUNITY COLLEGE DISTRICT, its trustees, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COMMUNITY

COLLEGE DISTRICT, or public entity risk management Joint Powers Authority (“JPA”), authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall be endorsed to expressly name the COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the COMMUNITY COLLEGE DISTRICT.

- 20.2 The COMMUNITY COLLEGE DISTRICT, in order to protect SCHOOL DISTRICT, its trustees, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best’s rating of no less than A:VII unless otherwise acceptable to SCHOOL DISTRICT, or public entity risk management JPA, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall be endorsed to expressly name the SCHOOL DISTRICT, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the SCHOOL DISTRICT.
- 20.3 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 under this CCAP Agreement. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT, 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 CCAP Agreement.
- 20.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation

claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement.

21. NON-DISCRIMINATION

21.1 Neither the SCHOOL DISTRICT nor the COMMUNITY COLLEGE DISTRICT 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.

22. TERMINATION

22.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and 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 CCAP Agreement shall be addressed to the Educational Administrator listed in Appendix A of this CCAP Agreement.

23. INTEGRATION, MODIFICATION, AND AMENDMENT

23.1 Appendix A to this CCAP Agreement is incorporated by this reference into this CCAP Agreement.

23.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the PARTIES relating to the subject matter of this CCAP Agreement. This CCAP Agreement and Appendix A to this CCAP Agreement supersede any prior agreements, promises, negotiations, or representations, express or implied, oral or written, not included in this CCAP Agreement and Appendix A to this CCAP Agreement.

23.3 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.

24. GOVERNING LAWS AND VENUE

24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

24.2 The venue of any action or proceeding in connection with this CCAP Agreement shall be _____ County, California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of COMMUNITY

COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will comply with the requirements of Title 5 of the California Code of Regulations, sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 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 full force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 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.

28. NOTICES

28.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

Yuba Community College District
Attn: Vice Chancellor, Administrative Services
425 Plumas Blvd, Suite 200
Yuba City, CA 95991

NAME AND ADDRESS OF SCHOOL DISTRICT

Attn: _____

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED; COMPLIANCE WITH APPLICABLE LAW

29.1 All provisions required by law to be inserted in this CCAP Agreement shall be deemed to be inserted and this CCAP Agreement shall be read and enforced as though they were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either PARTY, the CCAP Agreement may be amended to make the insertion or correction.

29.2 Each PARTY shall comply with all applicable law in the performance of its obligations under this CCAP Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day and year written below.

By:
[Name]
[Title]
[School District]

Date:

By:
[Name]
[Title]
YUBA COMMUNITY COLLEGE DISTRICT

Date:

School District Board Meetings:

(a) Information and Public Comment Board Meeting Date:

Yuba Community College District Board Meetings:

(a) Information and Public Comment Board Meeting Date:

**APPENDIX A
COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Yuba Community College District (“COMMUNITY COLLEGE DISTRICT”), 425 Plumas Blvd, Suite 200, Yuba City, CA 95991, and NAME OF SCHOOL DISTRICT: _____ (“SCHOOL DISTRICT”), [ADDRESS] _____; and

WHEREAS, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree to record COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT specific components of the CCAP Agreement using Appendix A for purposes of addressing legal requirements to include, but not limited to, the total number of high school pupils 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 (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, the CCAP Agreement Appendix A shall also be used to record 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 (Ed. Code, § 76004, subd. (c)(1)); and

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT agree as follows:

- 1. COMMUNITY COLLEGE DISTRICT AND SCHOOL DISTRICT POINTS OF CONTACT:** COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT select the following points of contact to serve as Educational Administrators:

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
YCCD: Yuba Community College District 425 Plumas Blvd, Suite 200 Yuba City, CA 95991			
SCHOOL DISTRICT:			

2. **CCAP AGREEMENT PROGRAM YEAR FALL___ - SPRING___** : COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall mutually assure that as to each course of instruction identified, they have determined: 1) the enrollment period; 2) the number of class hours sufficient to meet the stated performance objectives; 3) how supervision and evaluation of students will occur; and 4) the process for withdrawal of students prior to completion of a course or program.

CCAP Program Description:

Program Term or Year	
Community College District	Yuba Community College District
College	
College Campus	
Educational Program(s)/Department(s)	
School District	
High School Campus	
Total Number of High School Pupils to be Served:	
Total Number of FTES to be Claimed by Community College District:	

List of CCAP Agreement Courses to be Offered:

COURSE NAME	COURSE NUMBER	TERM (F/S)	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION

3. CRITERIA USED TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM CCAP AGREEMENT COURSES OFFERED:

Required: Describe the criteria used to assess the ability of pupils to benefit from the CCAP Agreement Course(s) offered (Ed. Code, § 76004, subd. (c)(1).):

- 4. MINIMUM QUALIFICATIONS FOR INSTRUCTION:** All instructors teaching CCAP Agreement Courses must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, sections 53410 and 58060 or as amended. The minimum qualifications for instruction are:

Course Name & Number	Minimum Qualifications For Instructors
1.	
2.	
3.	

- 5. BOOKS AND INSTRUCTIONAL MATERIALS:** The total cost of books and instructional materials for SCHOOL DISTRICT students participating in CCAP course as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.

COURSE NAME & NUMBER	TEXTBOOK	COST	OTHER INSTRUCTIONAL MATERIALS	COST

6. JOINT FACILITIES USE PROTOCOLS: COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms and protocols outlined in Section 18, Facilities, of the CCAP Agreement. SCHOOL DISTRICT, as part of Section 18 of this CCAP Agreement, shall extend access and use of the following SCHOOL DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

If the PARTIES agree to use COMMUNITY COLLEGE DISTRICT facilities as part of Section 18 of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall extend access and use of the following COMMUNITY COLLEGE DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

7. INFORMATION SHARING PROTOCOLS: COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the following terms and protocols related to information sharing, in compliance with all applicable state and federal privacy laws.

As described in Section 9.4 of the CCAP Agreement, the CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to file an annual report to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-E).)

- The total number of high school pupils by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (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. (Ed. Code, § 76004, subd. (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. (Ed. Code, § 76004, subd. (t)(1)(C).)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
- The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)

As described in Section 9.5 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment

Attendance Report (CCFS-320).

As described in Section 16.1 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course 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 sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the 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 participating student’s parent or legal guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Education Code sections 49064, 49076, 76222, and 76243.)

As described in Section 16.2 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)

As described in Section 16.3 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code section 49064 and 76222, as applicable.

As described in Section 16.4 of the CCAP Agreement, by signature of its authorized representative or agent on the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the participating student’s parent or legal guardian’s prior written consent.

- 8. PARENTAL CONSENT PROTOCOLS:** As described in Section 5.4 of the CCAP Agreement, students must submit written and signed parental or guardian consent to both PARTIES to participate and enroll in a CCAP Agreement Course. A student only needs to submit one parental or guardian consent form for the duration of the student’s participation in the CCAP Agreement Courses.
- 9. COSTS TO DISTRICT:** The COMMUNITY COLLEGE DISTRICT will pay the SCHOOL DISTRICT \$500 per college unit per course section for all sections with a minimum enrollment of twenty student at course census. This will be payable at the end of the semester and in response to an invoice for the SCHOOL DISTRICT.