

COLLEGE AND CAREER ACCESS PATHWAYS

PARTNERSHIP AGREEMENT

BETWEEN

LOS ANGELES COMMUNITY COLLEGE DISTRICT,

a community college district duly organized and existing under the laws

of the State of California

AND

EL CAMINO REAL ALLIANCE,

a local educational agency duly organized and existing under the laws

of the State of California

DATED

_____, 2019

COLLEGE AND CAREER ACCESS PATHWAYS

PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement ("Agreement") is made as of the ____ day of _____ 2019 ("Commencement Date"), by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("LACCD"), and EL CAMINO REAL ALLIANCE, a local educational agency duly organized and existing under the laws of the State of California and doing business as El Camino Real Charter High School ("ECRA"). LACCD and ECRA hereby agree as follows:

RECITALS

- A. Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.
- B. Assembly Bill 288 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- C. Assembly Bill 288 authorizes specified high school pupils to enroll in up to 15 units per term if those units are required for the pupils' partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units per term from specified fee requirements.
- D. Assembly Bill 1809, chaptered June 27, 2018, authorizes the governing board of a charter school to enter into a CCAP partnership agreement with the governing board of a community college district.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Terms of the Partnership:

1.1. Term of the Agreement: The term of this Agreement shall be five (5) years from the Commencement Date, unless sooner terminated as provided herein.

1.2. Submission and Amendments: Pursuant to Education Code Section 76004(c)(3), copies of this Agreement shall be filed with both the Chancellor of the California Community Colleges (“State Chancellor”) and with the Department of Education before the start of the partnership created by this Agreement. The State Chancellor may void this Agreement if it is determined that this Agreement does not comply with the intent of Education Code Section 76004. Any amendment to this Agreement shall be filed with the State Chancellor. The parties may meet on an annual basis to determine if the Agreement should be amended, to include but not be limited to adding additional courses and pathways that have been developed.

1.3. Courses Offered Under this Agreement: LACCD shall offer courses to ECRA students who are dual enrolled at both ECRA and LACCD. LACCD shall offer courses at ECRA. LACCD will offer these courses to ECRA’s students for college credit and limit courses to ECRA students pursuant to Education Code Section 76004(o). Courses will be offered at the ECRA campus.

1.3.1. Minimum Class size: ECRA and LACCD will work collaboratively to ensure a class size of at least 30 students. In circumstances in which fewer than 30 students are enrolled in the course, LACCD retains the right to cancel the course until such time that the class size threshold is met.

1.4. Employer of Record: All courses offered under this Agreement shall be taught by faculty employed by LACCD. LACCD shall be the employer of records for these faculty members and shall be responsible for all assignment monitoring and reporting obligations to the county office of education and under applicable federal teacher quality mandates, if any.

1.5. Collective Bargaining: LACCD and ECRA certify that all actions taken pursuant to this Agreement are in compliance with all local collective bargaining agreements.

1.6. Criteria for Assessing Pupils' Ability to Benefit: In developing the educational program created under this Agreement, LACCD and ECRA shall make assessments as to whether the participating ECRA students have the ability to benefit from the courses offered in this Agreement. Students will be selected based on the following: 1) classroom performance measured by grades; 2.) standardized test scores (MAP, PSAT, and SBAC); and 3.) progress towards completion of ECRA graduation requirements. Prospective students, along with their parents, will meet with a counselor to evaluate how they can benefit from completing these courses and their commitment to the pathway.

1.7. Total Number of High School Student Served Per Year is projected to be: 35 in year 1; 70 in year 2; and 105 in years 3, 4, and 5.

1.8. Total Number of Full Time Equivalent Students (FTES) Projected to be Claimed by LACCD Per Year: 30-100.

1.9. Apportionment: Pursuant to Education Code Section 76004(s), LACCD shall request and receive state apportionment funding for all college courses offered under the CCAP Agreement. Pursuant to Education Code Section 76004(r), ECRA shall not seek or receive a state allowance or apportionment funding for any instructional activity for which LACCD requests or receives state apportionment funding. Any courses offered under this Agreement shall be offered at such times to ensure that ECRA students are scheduled to meet minimum day requirements to receive average daily attendance funding.

1.10. Student Fee Exemptions: Pursuant to Education Code Section 76004(q), ECRA students admitted to LACCD under this Agreement as special part-time students shall be exempt from the following student fees: 1) Student Representation Fee (Education Code Section 76060.5); 2) Nonresident Tuition Fee (Education Code Section 76140); 3) Transcript Fee (Education Code Section 76223); 4) Enrollment Fee (Education Code Section 76300); 5) Apprentice Fee (Education Code Section 76350); and 6) Child Development Center Fee (Education Code Section 79121). A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f).)

1.11. Protocol for Information Sharing: Any education records or personally identifiable information pertaining to any ECRA student taking courses under this Agreement shall be exchanged between ECRA and LACCD in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and LACCD Board Rules. LACCD shall provide a dual enrollment application form on which the parent or guardian of the ECRA student will provide written consent to information sharing between ECRA and LACCD. Education records and personally identifiable information regarding ECRA students shall be shared between the Points of Contact identified in Paragraph 6 below. ECRA's and LACCD's Points of Contact shall then further share that information within their respective institutions as necessary.

1.12. Parental Consent: ECRA shall obtain any required parental consent for any ECRA student taking LACCD courses under this Agreement. Parental consent will be part of the application process, which includes the dual enrollment/special part-time student approval form.

2. Courses Offered Under This Agreement

2.1. Courses Offered: Appendix A to this Agreement lists the courses that LACCD shall offer at ECRA. Each course listed in Appendix A is offered for the purpose of: 1) preparing students for transfer; or 2) completing a CTE Pathway. Courses are offered to expand dual enrollment opportunities for 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. All courses listed in Appendix A are offered to attain these specific goals.

2.1.1 The governing boards of LACCD and ERCA delegate authority to the college and high school chief instructional/academic officers the authority to update Appendix A through mutual agreement and within the constructs of this Agreement.

2.2. Use of ECRA Facilities: When LACCD offers any course specified in Appendix A at ECRA, ECRA shall provide the classrooms in which LACCD's faculty shall conduct the courses, including use of boards and projectors, and provide parking spaces for use by LACCD faculty.

2.3 Materials Fees: In compliance with Education Code Sections 76004(f) and 49011, ECRA shall provide to its students, at no cost to the students, all textbooks, equipment, and any materials needed in connection with any course specified in Appendix A. LACCD will make every effort to minimize costs of textbooks through methods such as using textbooks for at least three years.

2.5 LACCD Faculty: No LACCD or community college instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by LACCD to teach any course at ECRA. All LACCD faculty teaching courses under this Agreement shall meet all required minimum qualifications and conditions including clearance through a Live Scan process. LACCD shall also maintain, on file, a record that all LACCD Faculty teaching assigned to ECRA shall have undergone testing for tuberculosis. LACCD shall provide documentation of compliance with this section, when requested and in writing.

2.6 No Displacement of ECRA Faculty: ECRA certifies that no ECRA faculty member who was teaching a course similar to one offered under this Agreement has been displaced or terminated because a course is being offered under this Agreement.

2.7 Admission of Special Part-Time or Full-Time Students: ECRA students who are selected to take courses at LACCD campuses under this Agreement shall be admitted to LACCD as special part-time or special full-time students pursuant to Education Code Section 76001 and applicable regulations and LACCD Board Rules. ECRA students admitted to the LACCD under this Agreement, or otherwise permitted to enroll in LACCD courses, shall be subject to LACCD's student Code of Conduct, LACCD student discipline rules and regulations, and Education Code sections, or other laws, governing community college student discipline.

2.8 Unit Limit: Pursuant to Education Code Section 76004(p), ECRA students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if: 1) the units constitute no more than four community college courses per term; 2) the units are part of an academic program under this

Agreement; and 3) the units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

3. Certifications: LACCD hereby certifies that: 1) the community college courses offered for college credit at ECRA do not reduce access to the same course offered on LACCD's campus; 2) community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement; 3) participation in this partnership and this Agreement is consistent with LACCD's core mission pursuant to Education Code Section 66010.4; and 4) ECRA students participating in this partnership and this Agreement will not cause otherwise eligible adults to be displaced from LACCD courses.

4. Points of Contact at LACCD and ECRA: The following officials shall serve as the point of contact under this Agreement:

ECRA:

Executive Director
El Camino Real Charter High School
5440 Valley Circle Boulevard
Woodland Hills, CA 91367
Phone: (818) 595-7500
Fax: (818) 710-9023
Email: notices@ecrchs.net

LACCD:

Sheri Berger
Los Angeles Pierce College
6201 Winnetka Avenue
Woodland Hills, CA 91371
Phone: (818) 710-4224
Email: BergerSL@piercecollege.edu

5. Annual Reporting to the State Chancellor: On or before January 1 of each year of this Agreement, ECRA and LACCD shall submit a joint report to the State Chancellor. The report shall state: 1) the total number of ECRA students taking courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of community college courses offered under this Agreement by course category and type and by schoolsite; 3) the total number and percentage of successful course completions, by course category and type and by schoolsite; and 4) the total number of full-time equivalent students generated through courses offered under this Agreement. By October 1 of each year of this Agreement, the Points of Contact from ECRA and LACCD shall meet to plan and commence the preparation of the joint report.

6. Mutual Defense and Indemnity: LACCD shall indemnify and hold harmless ECRA, its governing board, officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of LACCD in the performance of LACCD's responsibilities under this Agreement. In such an event, LACCD, at its own expense, shall also defend all actions, suits, or other proceedings brought against ECRA, its governing board, officers, agents, or employees and satisfy any judgment rendered against ECRA, its governing board, officers, agents, or employees because of such negligence and/or tortuous conduct. Similarly, ECRA shall indemnify and hold harmless LACCD, its officers, agents, and

employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of ECRA in the performance of ECRA's responsibilities under this Agreement. In such an event, ECRA, at its own expense, shall also defend all actions, suits, or other proceedings brought against LACCD, its officers, agents or employees and satisfy any judgment rendered against LACCD, its officers, agents, or employees because of such negligence and/or tortuous conduct.

7. Insurance: Without limiting the parties' indemnification obligations herein and as a material condition of this Agreement, each party shall maintain, at its expense and for the duration of this Agreement, a program of insurance or self-insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection this Agreement and/or the use of facilities under the Agreement. Each party shall furnish the other party with certificates of insurance or other satisfactory documentation of all insurance or self-insurance required by this Agreement. Each party shall have the other party added as additional insureds to all of the following policies. The Minimum Scope and Limits of Insurance shall be as follows (coverage shall be at least as broad):

Commercial General Liability Insurance "occurrence" form only to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. The general aggregate limit shall be twice the required per occurrence limit. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

Business Automobile Liability Insurance to provide defense and indemnity coverage to the Insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence. If such insurance is obtained from a third party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident. Any notice required to be served hereunder shall be in writing.

8. Choice of Law and Venue: This Agreement, its interpretations, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California. Los Angeles County shall be the venue for all legal matters concerning the Agreement.

9. Termination: Either party shall have the right to terminate this Agreement without cause by providing to the non-terminating party a written notice of termination. Notice of termination shall be provided at least 180 days prior to the termination date. Each party shall continue to fulfill its obligations under this Agreement until date of termination.

10. Notices: Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addresses to the party for whom intended as follows:

To ECRA:

Executive Director
El Camino Real Charter High School
5440 Valley Circle Boulevard
Woodland Hills, CA 91367

To LACCD:

Los Angeles Community College District
Contracts Office - 3rd Floor
770 Wilshire Boulevard
Los Angeles, CA 90017

11. Miscellaneous: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

12. Board Approval Required. This Agreement is conditioned upon the approval of the governing boards of both ECRA and LACCD as set forth by Education Code Section 76004.

IN WITNESS WHEREOF, LACCD and ECRA have executed this Agreement as of the date first above written.

EL CAMINO REAL ALLIANCE

By: _____
Name: David Hussey
Title: Executive Director

LOS ANGELES COMMUNITY COLLEGE
DISTRICT,

By: _____
Name: James B. Watson
Title: Procurement Manager

APPENDIX A

The high school and college representatives are delegated the authority to update Appendix A through mutual agreement and within the constructs of this Agreement.

Courses Offered by LACCD at ECRA

1. Courses offered to prepare students for transfer (Education Code Section 76004(a) and (d))

Course	Units	Location	Starting Semester
Counseling 40	3	ECRA	Fall 2019
Philosophy 1	3	ECRA	Fall 2019
Communications 151	3	ECRA	Spring 2020
Sociology 1	3	ECRA	Spring 2020
Anthropology 121	3	ECRA	Summer 2020
Cinema 107	3	ECRA	Summer 2020
Psychology 1	3	ECRA	Fall 2020
Anthropology 101	3	ECRA	Fall 2020
Political Science 1	3	ECRA	Spring 2021
Math 227	3	ECRA	Spring 2021

2. Courses offered to help high school complete a Career Pathway (Education Code Section 76004(a) and (d))

Course	Units	Location	Starting Semester
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