

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between Saddleback College ("College"), a college of the South Orange County Community College District, ("SOCCCD"), and California Connections Academy Schools ("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 within SOCCCD; 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 9 through 12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, College 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 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 helping 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)

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, SOCCCD and College;

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, SOCCCD, the College and School District agree as follows:

1. <u>TERM OF AGREEMENT</u>.

- A. The term of this CCAP Agreement shall begin on July 1, 2023 and end on June 30, 2026. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- B. 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 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 Sec. 2(c) (1). The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c) (2)
- C. 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. <u>COMMUNITY COLLEGE DISTRICT'S AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICT'S DEFINITIONS.</u>

A. 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

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- readiness. All community college courses offered at the School District have been approved in accordance with the policies and guidelines of SOCCD and applicable law.
- B. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. <u>STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL</u> DAY.

- A. 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)
- B. Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the College and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by College and shall be in compliance with applicable law and SOCCCD standards and policies.
- C. College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the College and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- D. 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.
- E. Priority Enrollment A College participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3) (g)
- F. 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)
- G. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- H. Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out an authorization form.
- I. 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 §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE.

- A. The College will be responsible for processing student applications.
- B. 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, including liability and medical care coverage requirements, if any.
- C. The School District agrees to assist College in the admission and registration of School District students as may be necessary and requested by College.

5. PARTICIPATING STUDENTS.

- A. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). SOCCCD'S governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- B. The total cost of books and instructional materials for School District students who enroll in a College course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by School District.
- C. 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). If the location is at a School District site, then the School District will coordinate. If the location is at a College site, the College will coordinate.

6. CCAP AGREEMENT COURSES.

- A. College may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o) (1)
- B. The College is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the School District or at the College.
- C. Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the School District shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the College, approved by the College Curriculum Committee and College Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the School District.
- D. The scope, nature, time, location, and listing of courses offered by the College shall be determined by College with the approval of SOCCCD'S Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c) (1)
- E. Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the School District on a semester basis.
- F. Courses offered as part of this CCAP Agreement at the School District shall be of the same quality and rigor as those offered on College campus and shall be in compliance with SOCCCD academic standards.
- G. Courses offered as part of this CCAP Agreement at the School District shall be listed in the College catalog with the same department designations, course descriptions, numbers, titles, and credits.
- H. 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 and

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- approved by the College curriculum committee, SOCCCD'S Board of Trustees and the state Chancellor's Office.
- Courses offered as part of this CCAP Agreement and taught by School District instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Procedures.
- J. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and College as well as any corresponding policies, practices, and requirements of the School District. In the event of a conflict between SOCCCD and/or College course related regulations, policies, procedures, prerequisites and standards and School District policies, practices and requirements, SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- K. Site visits and instructor evaluations by one or more representatives of the College and/or SOCCCD 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 College campus and in compliance with SOCCCD academic standards.
- L. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and College guidelines, policies, pertinent statutes and regulations.
- M. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- N. College has the sole right to control and direct the instructional activities of all instructors, including those who are School District employees.
- O. This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering 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. Sec. 2 (n)

7. INSTRUCTOR(S).

- A. 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 SOCCCD and become SOCCCD employees or be provided by SOCCCD and be SOCCCD employees.
- B. The College may select instructors from School District personnel. 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 SOCCCD specifically with regard to their duties as instructors.
- C. Supplemental instruction related to the material presented in classes conducted under this Agreement by College employees, which extends beyond the college schedule, is the School District's responsibility.
- D. The College will be the employer of record for all community college-paid faculty teaching at the School District.
- E. School District or College will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m) (1)
- F. This CCAP Agreement specifies the School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m) (2)
- G. 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 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 site.
- H. Prior to teaching, faculty provided by the School District may 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. Said training shall be approved by and provided by the College.
- Faculty provided by the School District will participate in professional development activities sponsored by the College as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- J. 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 SOCCCD.
- K. Faculty provided by the School District who do not comply with the policies, regulations, standards, and expectations of the College shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT.

- A. Students enrolled in College 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 College campus.
- B. 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.
- C. 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.
- D. 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.
- E. Students who withdraw from a dual enrollment course will not receive any College credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- F. A dropped class will follow the College drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES.

- A. The College shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between College and School District in conformity with SOCCCD policies and standards. Sec. 2 (c) (2)
- B. The School District shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between School District and College in conformity with School District policies and standards. Sec. 2 (c) (2)
- C. 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 on all the following information: Sec. 2 (t) (1) (A-D)
 - a. The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t) (1) (A)

- b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t) (1) (B)
- c. 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) (C)
- d. The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t) (1) (D)

10. APPORTIONMENT.

- A. SOCCCD 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.
- B. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o) (2)
- C. SOCCCD 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 or apportionment. Sec. 2 (r)
- D. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Couse selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

11. CERTIFICATIONS.

- A. The School District certifies that the direct education costs of the courses offered as part of this CCAP AGREMENT ARE NOT BEING FULLY FUNDED THROUGH OTHER SOURCES.
- B. SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- C. The School District agrees and acknowledges that SOCCCD will claim apportionment for the School District students enrolled in community college course(s) under this CCAP Agreement.
- D. This CCAP Agreement certifies 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)
- E. This CCAP Agreement certifies 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. Sec. 2 (i)
- F. This CCAP Agreement certifies 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)
- G. The College certifies that:
 - a. A community college course offered for college credit at the participating School District does not reduce access to the same course offered at the partnering College. Sec. 2 (k) (1)
 - b. A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k) (2)

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- c. The Agreement is consistent with the core mission of the College pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the College. Sec. 2 (k) (3)
- H. This Agreement certifies that the School District and College 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. Sec. 2 (I)
- I. This CCAP Agreement certifies that any College Instructor teaching a course at the School District is fingerprinted in accordance with SOCCCD Board Policy and California Education Code 80713 and 80024.

12. PROGRAM IMPROVEMENT.

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

13. RECORDS.

- A. 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. Permanent records of student enrollment, grades and achievement for College students shall be maintained by College.
- B. College shall provide the School District with transcripts of participants and their final grades.
- C. 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.

- A. College and School District shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- B. College shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004)

15. PRIVACY OF STUDENT RECORDS.

- A. College and School District understand an agree that education records of students enrolled in the 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 §§ 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 agrees 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. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.). The Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, AB 158 found at California Education Code § 49073.1, Student Online Personal Information Protection Act (SOPIPA) California Business and Professionals Code § 22584.
- B. Limitation on Use. College and School District shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.). Neither College nor School District shall sell Student Data to third parties or engage in targeted advertising.
- C. Recordkeeping Requirements. College and School District shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable. d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative

or agent on this Agreement, College and School District hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. In the event that Student Data is accessed or obtained by an unauthorized individual, the breached Party shall provide notice to other Party of this CCAP Agreement within seventy-two (72) hours after becoming aware of the breach. Such notice shall include types of data believed to be breached, date/range of dates of breach, date of notice, if the notice has been delayed due to investigation by law enforcement, and a general description of the breach, to the extent that such information is available to the breached Party.

16. REIMBURSEMENT.

The financial arrangements implied herein may be adjusted each semester with sixty (60) days written notice and approved by both Parties.

17. **FACILITIES**.

- A. The School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. 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.
- B. The School District will furnish, at its own expense, 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 to be used during 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.
- C. The College at its discretion may need to provide use of equipment to School District students. The parties understand that such equipment are College's sole property.
- D. The College facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

18. HOLD HARMLESS AND INDEMNIFICATION.

School District and College each agree to defend, indemnify, and hold harmless each other and each respective party's Board of Trustees, officers, agents, employees, representatives, and volunteers against claims, demands, liabilities, losses, costs, expenses, including reasonable attorneys' fees and expert witness' fees, causes of action, and judgments resulting in injuries/illnesses (including COVID-19), including death, and property damage arising out of or in any manner connected with the performance, operation, non-performance of the terms of this Agreement, gross negligence and/or willful misconduct of the indemnifying party.

19. INSURANCE.

A. College and School District shall each secure and maintain in full force and effect throughout the term of this Agreement, Workers' Compensation coverage, in accordance with the laws of the State of California and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Policy Limit. In addition, College and School District shall each secure and maintain Commercial General Liability insurance/self-insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for Property Damage coverage. School District and College shall issue each other an endorsement naming each other, and each respective Party's Board of Trustees, officers, agents, employees, representatives, and volunteers as Additional Insured/Covered Parties to each other's Commercial General Liability policy.

Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to College and School District upon execution of this Agreement. No Services shall commence by

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any Party to this Agreement until the required certificate(s) of insurance/coverage and endorsement(s) have been furnished to each of the Parties.

20. **NON-DISCRIMINATION.**

Neither the School District nor the College and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

21. TERMINATION.

- A. Either party may terminate this 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 Agreement shall be addressed to the responsible person listed in Section 22.
- B. This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. NOTICES.

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:

COLLEGE

Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Tamara Bostwick

SOCCCD

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome, Exec. Dir.-Procurement, Central Srvs. & RM

SCHOOL DISTRICT

California Connections Academy Schools 33272 Valle Road San Juan Capistrano, California, 92675 Attn: Richie Romero, Deputy Superintendent

23. INTEGRATION.

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.

24. MODIFICATION AND AMENDMENT.

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.

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25. GOVERNING LAWS.

This agreement shall be interpreted according to the laws of the State of California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES.

For locations outside the geographical boundaries of SOCCCD, College 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.

27. SEVERABILITY.

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

28. <u>COUNTERPARTS</u>.

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.

South Orange County Community College District Board Meetings:

Public Comment Board Meeting Date: [[Public Comment Board Meeting Date]]

School District Board Meetings:

Public Comment Board Meeting Date: [[School District Public Comment Board Meeting Date]]

SCHOOLS CONNECTIONS ACADEMY	South Orange County Community College District
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: