

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2018 - 2019**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between San Jose City College and Evergreen Valley College (“COLLEGE”) both a college of the San Jose Evergreen Community College District (“SJECCD”), 40 South Market Street, San José, CA 95113, and Milpitas Unified School District (“SCHOOL DISTRICT”), 1331 East Calaveras Blvd., Milpitas, CA 95035.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the San José Evergreen 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 9-12 located within the regional service area of SJECCD, unless otherwise specified and agreed to as specified in Education Code section 76004, subdivision (e); and

WHEREAS, SJECCD 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, 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.” (Assem. Bill No. 288 (2015-2016 Reg. Sess.) section (hereinafter “Sec.”) 1 (d) & 2 (a).)

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, SJECCD and COLLEGE;

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

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on October 30, 2018, and ending on October 29, 2019, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this CCAP Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Parties' 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. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1).
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (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 department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3).

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 SJECCD and applicable law. Sec. 2 (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.” Sec. 1 (d).
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to Senate Bill 150 – Concurrent enrollment in secondary school and community college: nonresident tuition exemption, Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident special part-time students for tuition purposes shall be eligible for the SB 150 waiver of nonresident tuition while still in high school in California. SJECCD cannot claim apportionment for nonresident special part-time students.

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

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to 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.” Sec. 1 (d) & Sec. 2 (a).
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SJECCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SJECCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course 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).
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d).
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p). 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 §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f) & (q).

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f). The Governing Board of SJECCD shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (p) & (q).
- 5.2 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 CCAP Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all SJECCD prerequisite requirements as established by the SJECCD and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.

- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.8 A course dropped within the SJECCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 OPTION 1: A COLLEGE may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school students. The courses may be offered at a high school campus during the regular school day. Sec. 2 (o)(1).

OPTION 2: Enrollment in CCAP courses offered pursuant to this CCAP Agreement shall be open to any person who has been admitted to the COLLEGE and has met any applicable prerequisites. The courses may be held at facilities which are clearly identified as being open to the general public. The SJECCD policy on open enrollment along with a description of the course and information about whether the course is offered for credit and is transferable shall be published in the COLLEGE catalogue, schedule of classes, and any addenda to the schedule of classes.
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1).

- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this CCAP Agreement. Sec. 2 (c)(1).
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved for inclusion in the CCAP program.
- 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 COLLEGE campus and shall be in compliance with SJECCD academic standards.
- 6.7 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.
- 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 COLLEGE academic department.
- 6.9 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 SJECCD Business Procedure 2.02.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SJECCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SJECCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SJECCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or SJECCD 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 SJECCD 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 SJECCD and COLLEGE 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 SJECCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies that any remedial course taught by 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 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)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SJECCD pursuant to an approved Instructional Service Agreement. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1).
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2).
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 COLLEGE and SCHOOL DISTRICT certify that any remedial course taught by 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 SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in student's

junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n).

- 7.6 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.
- 7.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.8 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 address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.9 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 SJECCD.
- 7.10 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 SJECCD specifically with regard to their duties as instructors.
- 7.11 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SJECCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

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

- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students enrolled in COLLEGE 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 COLLEGE 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 COLLEGE 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 COLLEGE has no responsibility for implementing any portion of a student’s IEP.
- 8.7 The COLLEGE 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 COLLEGE and SCHOOL DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

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

- 9.3 The COLLEGE 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 compliance with SJECCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in Section 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 COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D).
- 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).
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B.)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(1)(C).
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D).
- 9.7 SJECCD or COLLEGE will complete and submit the Apportionment Attendance Report (CCFS-320).

10. APPORTIONMENT

- 10.1 SJECCD 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.

- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2).
- 10.3 SJECCD shall not receive a state allowance or apportionment for an instructional activity for which SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. Sec. 2 (r).
- 10.4 The attendance of a high school pupil at COLLEGE as a special part-time or full-time student pursuant to this section is authorized attendance for which 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).

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SJECCD 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.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SJECCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 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).
- 11.5 This CCAP Agreement certifies that any 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).
- 11.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing COLLEGE faculty member teaching the same course at the COLLEGE campus. Sec. 2 (j).

Note: All referenced Sections from AB 288 (Education Code § 76004)

11 |

Page

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at COLLEGE. Sec. 2 (k)(1).
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. Sec. 2 (k)(2).
- The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this CCAP Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3).

11.8 This CCAP 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 (l).

12. PROGRAM IMPROVEMENT

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

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by 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.

13.2 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(b).

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

14. REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- 15.1 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 SJECCD 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.
- 15.2 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.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this CCAP Agreement.

16. INDEMNIFICATION

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

employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the SJECCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SJECCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SJECCD.
- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims 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 COLLEGE and SJECCD, 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. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18. NON-DISCRIMINATION

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SJECCD 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.

19. TERMINATION

- 19.1 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 responsible person listed in Section 20 below.

20. NOTICES

- 20.1 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:

COLLEGE
San Jose City College
2100 Moorpark Avenue
San Jose, CA 95128
Attention: Dr. Byron Clift Breland, President

COLLEGE
Evergreen Valley College
3095 Yerba Buena Road
San Jose, CA 95135
Attention: Mr. Keith Aytch, President

SCHOOL DISTRICT
San Jose Evergreen Community College District
40 South Market Street
San Jose, CA 95113
Attention: Dr. Debbie Budd, Chancellor

SCHOOL DISTRICT
Milpitas Unified School District
1331 East Calaveras Blvd.
Milpitas, CA 95035
Attention: Cheryl Jordan, Superintendent

21. INTEGRATION

- 21.1 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 CCAP Agreement.

22. MODIFICATION AND AMENDMENT

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

23. GOVERNING LAWS

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

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of SJECCD, 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.

25. SEVERABILITY

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

26. COUNTERPARTS

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

Executed on _____ 2018

By: _____

SCHOOL DISTRICT

By: _____

COLLEGE

By: _____

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

16 |

APPENDIX

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 San Jose City College and Evergreen Valley College (“COLLEGE”), both a college of San Jose Evergreen Community College District (“SJECCD”), 40 South Market Street, San Jose, CA 95113, and Milpitas Unified School District (“SCHOOL DISTRICT”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and (Sec. 2 (c)(1))

WHEREAS, the CCAP Agreement Appendix 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; and (Sec. 2 (c)(1))

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, SJECCD, COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b).
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(3).
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before June 30 and follow the protocols set forth in (a) and (b) of this section.
- d. SJECCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2).

Note: All referenced Sections from AB 288 (Education Code § 76004)

17 |

Page

LOCATION	NAME	TELEPHONE	EMAIL
SJECCD:	Dr. Debbie Budd, Chancellor	408-270-6402	debbie.budd@sjeccd.edu
College:	Dr. Byron Clift Breland, President, SJCC	408-288-3725	byron.breland@sjcc.edu
College:	Mr. Keith Aytch, President, EVC	408-270-6471	keith.aytch@evc.edu
School District:	Ms. Cheryl Jordan, Superintendent	408-635-2600	cjordan@musd.org

2. STUDENT SELECTION

- a. 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. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils to 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.” Sec. 1 (d) & 2 (a).
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Sec. 2 (c)(1).
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four (4) community college courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1)-(3).
- e. COLLEGE and SCHOOL DISTRICT shall certify that they understand that the statewide number of full-time equivalent students claimed as special admits cannot exceed ten (10) percent of the total number of full-time equivalent students claimed statewide. The statewide ten (10) percent full-time equivalent students cap on special admits includes both non-AB 288 and AB 288 students.

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

18 |

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before November 15, 2018 and shall be reported annually in compliance with all applicable state and federal privacy laws. The SJECCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t)(1)(A).
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t)(1)(B).
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C).
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D).
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.
- g. SJECCD or COLLEGE will complete and submit the Apportionment Attendance Report (CCFS-320).

5. 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)

6. PRIVACY OF STUDENT RECORDS

COLLEGE and SCHOOL DISTRICT understand and 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 agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- a. **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.)
- b. **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.
- c. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on the CCAP 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 re-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.

7. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS

Note: All referenced Sections from AB 288 (Education Code 76004)