

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT 2018-19
BETWEEN
SONOMA COUNTY JUNIOR COLLEGE DISTRICT
AND SANTA ROSA CITY SCHOOLS**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Sonoma County Junior College District (“SCJCD”), 1501 Mendocino Ave, Santa Rosa, CA 95401, and Santa Rosa City Schools, 211 Ridgway Avenue Santa Rosa, CA 95401.

WHEREAS, the mission of the Santa Rosa City Schools includes providing educational programs and services that are responsive to the needs of the students and communities within the Sonoma County Junior 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, the Santa Rosa City Schools is a public school serving grades 9-12 located in Sonoma County and within the regional service area of the Sonoma County Junior College District, unless otherwise specified and agreed to as specified in Education Code 76004 (e); and

WHEREAS, the Sonoma County Junior College District and the Santa Rosa City Schools 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 to achieve college and career readiness” (AB 288, (Education Code Section 76004) (a)); and “provide critical support for 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.” (AB 288, 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 and the Sonoma County Junior College District;

NOW THEREFORE, the Sonoma County Junior College District and the SANTA ROSA CITY SCHOOLS agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on August 1, 2018 and ending on July 31, 2019, and requires annual review each year by July 1, unless otherwise terminated in accordance with Section 19 of this

Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community Sonoma County Junior 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 Sonoma County Junior College District and Santa Rosa City Schools partner. (Education Code Section 76004) (c)(2)
- 1.4 A copy of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and SANTA ROSA CITY SCHOOLS 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. (Education Code Section 76004) (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 SANTA ROSA CITY SCHOOLS have been approved in accordance with the policies and guidelines of SONOMA COUNTY JUNIOR COLLEGE DISTRICT and applicable law. (Education Code Section 76004) (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.” (AB 288.) (d)
- 2.3 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. 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” (Education Code Section 76004) (a); and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and shall be in compliance with applicable law and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and shall be in compliance with the admissions and registration guidelines set forth in applicable law and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT policy.
<https://www.boarddocs.com/ca/santarosa/Board.nsf/Public?open&id=policies#>
- 3.4 Student Records – It is the responsibility of the student to follow the SONOMA COUNTY JUNIOR COLLEGE DISTRICT process when requesting an official SONOMA COUNTY JUNIOR COLLEGE DISTRICT transcript for grade submission to the SANTA ROSA CITY SCHOOLS unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - The SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 Education Code Section 11300 and consistent with middle college high school provisions in Education Code Section 76001. (Education Code Section 76004) (3)(g)

- 3.6 As part of a CCAP Agreement, SONOMA COUNTY JUNIOR 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. (Education Code Section 76004)
(d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code Section 76004 (p). 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.
- 3.8 Minimum School Day - SANTA ROSA CITY SCHOOLS shall certify that it shall teach SANTA ROSA CITY SCHOOLS 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.
- 3.9 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT's policy on open enrollment (Cal. Code Regs, tit. 5 § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT's catalog,. (Cal. Code Regs.. tit. § 51006)

4 COLLEGE APPLICATION PROCEDURE

- 4.1 The Sonoma County Junior College District will be responsible for processing student applications.
- 4.2 The Sonoma County Junior College District will provide the necessary admission and registration forms and procedures and both Santa Rosa City Schools and the Sonoma County Junior College 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 Santa Rosa City Schools agrees to assist the Sonoma County Junior College District in the admission and registration of Santa Rosa City Schools students as may be necessary and requested by the Sonoma County Junior College District.
- 4.4 The Santa Rosa City Schools and the Sonoma County Junior College District understand and agree that successful SONOMA COUNTY JUNIOR COLLEGE DISTRICT admission and registration requires that each participating student has completed the SONOMA COUNTY JUNIOR COLLEGE DISTRICT

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. (Education Code Section 76004) (f) and (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 (Education Code Section 76004) (f) and (q). The governing board of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall exempt special part-time students described in Education Code 76004 subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

5.2 The total cost of books and instructional materials for the SANTA ROSA CITY SCHOOLS students who enroll in a SONOMA COUNTY JUNIOR COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by Santa Rosa City Schools.

5.3 Participating students must meet all the SONOMA COUNTY JUNIOR COLLEGE DISTRICT prerequisite requirements as established by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 the SONOMA COUNTY JUNIOR COLLEGE DISTRICT transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT catalog.

5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT for information regarding applicable policies and procedures.

5.6 Students enrolled in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT or through the SANTA ROSA CITY SCHOOLS. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT. The SANTA ROSA CITY SCHOOLS shall ensure that support services, including counseling and guidance, nursing/health services, services for students with disabilities, and assistance with

assessment and placement are available to students at the SANTA ROSA CITY SCHOOLS.

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 the SONOMA COUNTY JUNIOR COLLEGE DISTRICT policy.

5.8 A course dropped within the SONOMA COUNTY JUNIOR COLLEGE DISTRICT drop “without a W” deadline will not appear on the SANTA ROSA CITY SCHOOLS or the SONOMA COUNTY JUNIOR COLLEGE DISTRICT transcript.

6 CCAP AGREEMENT COURSES

6.1 A SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 a CCAP Agreement. (Education Code Section 76004) (o)(1)

6.2 Courses offered as part of this CCAP Agreement at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT may not limit enrollment in the course. (Education Code Section 76004) (o)(1)

6.3 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 SANTA ROSA CITY SCHOOLS or at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT.

6.4 The scope, nature, time, location, and listing of courses offered by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall be determined by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. (Education Code Section 76004) (c)(1)

6.5 Courses offered as part of a CCAP Agreement either at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT or the SANTA ROSA CITY SCHOOLS shall be jointly reviewed and approved.

6.6 Courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be of the same quality and rigor as those offered on the SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus and shall be in compliance with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT academic standards.

- 6.7 Courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be listed in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall adhere to the official course outline of record and the student learning outcomes established by the associated the SONOMA COUNTY JUNIOR COLLEGE DISTRICT academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by the SANTA ROSA CITY SCHOOLS instructor are part of an approved Instructor of Record Agreement for a Non-Compensated Employee as required by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the SONOMA COUNTY JUNIOR COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the SANTA ROSA CITY SCHOOLS. In the event of a conflict between the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and/or SONOMA COUNTY JUNIOR COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites and standards and the SANTA ROSA CITY SCHOOLS policies, practices and requirements, the SONOMA COUNTY JUNIOR COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall be permitted by the SANTA ROSA CITY SCHOOLS to ensure that courses offered as part of this CCAP Agreement in the SANTA ROSA CITY SCHOOLS are the same as the courses offered on the SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus and in compliance with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT has the sole right to control and direct the instructional activities of all instructors, including those

who are SANTA ROSA CITY SCHOOLS employees.

6.15 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 SANTA ROSA CITY SCHOOLS, and shall involve collaborative effort between the SANTA ROSA CITY SCHOOLS and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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. (Education Code Section 76004 (n)).

7 INSTRUCTOR(S)

7.1 All instructors teaching the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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. <http://californiacommunitycolleges.cccco.edu/Portals/0/Reports/2017-Minimum-Qualifications-Handbook-r1-ADA.pdf>

7.2 The CCAP Agreement Appendix shall specify whether SANTA ROSA CITY SCHOOLS or SONOMA COUNTY JUNIOR COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Education Code section 76004 (m)(1)).

7.3 This CCAP Agreement specifies the SANTA ROSA CITY SCHOOLS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Education Code Section 76004) (m)(2)).

7.4 Instructors who teach SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.

7.5 Instructors who teach the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education 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 SANTA ROSA CITY SCHOOLS site.

7.6 Prior to teaching, faculty provided by the SANTA ROSA CITY SCHOOLS shall receive discipline-specific training and orientation from the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 SONOMA COUNTY JUNIOR COLLEGE DISTRICT.

7.7 Faculty provided by the SANTA ROSA CITY SCHOOLS will participate in professional development activities sponsored by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.8 Performance of faculty provided by the SANTA ROSA CITY SCHOOLS shall be evaluated by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT using the adopted evaluation process and standards for faculty of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT, subject to the approval of SANTA ROSA CITY SCHOOLS.

7.9 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT may select instructors from SANTA ROSA CITY SCHOOLS personnel. SANTA ROSA CITY SCHOOLS personnel selected to be instructors remain employees of the SANTA ROSA CITY SCHOOLS, subject to the authority of the SANTA ROSA CITY SCHOOLS, but will also be subject to the authority of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT specifically with regard to their duties as instructors pertaining to the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses.

7.10 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8 ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be held to the same standards of achievement as students in courses taught on the SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus.

8.2 Students enrolled in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be held to the same grading standards as those expected of students in courses taught on the SONOMA COUNTY JUNIOR

COLLEGE DISTRICT campus.

8.3 Students enrolled in the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus.

8.4 Students enrolled in SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the SANTA ROSA CITY SCHOOLS shall be held to the same behavioral standards as those expected of students in courses taught on the SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus.

9 LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The SONOMA COUNTY JUNIOR COLLEGE 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 the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS in conformity with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT policies and standards. (Education Code Section 76004) (c)(2)

The SANTA ROSA CITY SCHOOLS 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 the SANTA ROSA CITY SCHOOLS and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT in conformity with SANTA ROSA CITY SCHOOLS policies and standards. (Education Code Section 76004 (c)(2))

9.2 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT will provide the SANTA ROSA CITY SCHOOLS 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 the SONOMA COUNTY JUNIOR COLLEGE DISTRICT policy, procedures, and academic standards.

9.3 The SANTA ROSA CITY SCHOOLS 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.

9.4 The SANTA ROSA CITY SCHOOLS' personnel will perform services specified herein as part of their regular assignment. SANTA ROSA CITY SCHOOLS personnel performing these services will be employees of SANTA

ROSA CITY SCHOOLS, subject to the authority of SANTA ROSA CITY SCHOOLS, but will also be subject to the direction of SONOMA COUNTY JUNIOR COLLEGE DISTRICT, specifically with regard to their duties pertaining to the SONOMA COUNTY JUNIOR COLLEGE DISTRICT courses.

9.5 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and SANTA ROSA CITY SCHOOLS on all the following information: (Education Code Section 76004 (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.
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- The total number of full-time equivalent students generated by CCAP partnership community SONOMA COUNTY JUNIOR COLLEGE DISTRICT participants.

10 APPORTIONMENT

10.1 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, SONOMA COUNTY JUNIOR 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. (Education Code Section 76004 (o) (2))

10.3 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which SANTA ROSA CITY SCHOOLS has been, or shall be, paid an allowance or apportionment. (Education Code Section 76004 (r))

10.4 The attendance of a SANTA ROSA CITY SCHOOLS' pupil at the SONOMA COUNTY JUNIOR COLLEGE DISTRICT as a special part-time or full-time student pursuant of Education Code 76004 – is authorized attendance for which the SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that the SANTA ROSA CITY SCHOOLS has not received reimbursement for the same instructional activity. (Education Code Section 76004(s))

11 CERTIFICATIONS

11.1 The SANTA ROSA CITY SCHOOLS 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 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 SANTA ROSA CITY SCHOOLS agrees and acknowledges that the SONOMA COUNTY JUNIOR COLLEGE DISTRICT will not claim apportionment for the SANTA ROSA CITY SCHOOLS students enrolled in SONOMA COUNTY JUNIOR COLLEGE DISTRICT course(s) under this CCAP Agreement for the first year only.

11.4 This CCAP Agreement certifies that any SONOMA COUNTY JUNIOR COLLEGE DISTRICT instructor teaching a course on a SANTA ROSA CITY SCHOOLS 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. (Education Code Section 76004) (h)

11.5 This CCAP Agreement certifies that any SONOMA COUNTY JUNIOR COLLEGE DISTRICT instructor teaching a course on a SANTA ROSA CITY SCHOOLS' campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. (Education Code Section 76004(i))

11.6 This CCAP Agreement certifies that a qualified SANTA CITY SCHOOLS' teacher teaching a course offered for college credit at a SANTA ROSA CITY SCHOOL' campus has not displaced or resulted in the termination of an existing SONOMA COUNTY JUNIOR COLLEGE DISTRICT faculty member teaching the same course at a SONOMA COUNTY JUNIOR COLLEGE DISTRICT campus. (Education Code Section 76004) (j)The SONOMA COUNTY JUNIOR COLLEGE DISTRICT certifies that:

- A community college course offered for college credit at SANTA ROSA CITY SCHOOLS does not reduce access to the same course offered at SONOMA COUNTY JUNIOR COLLEGE DISTRICT. (Education Code Section 76004) (k)(1)
- A SONOMA COUNTY JUNIOR COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. (Education Code Section 76004) (k)(2)
- The Agreement is consistent with the core mission of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. (Education Code Section 76004) (k)(3)

11.7 This Agreement certifies that the SANTA ROSA CITY SCHOOLS and the SONOMA COUNTY JUNIOR COLLEGE DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Education Code Section 76004 (l))

12 PROGRAM IMPROVEMENT

12.1 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS may annually conduct surveys of participating SANTA ROSA CITY SCHOOLS 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 SANTA ROSA CITY SCHOOLS for SANTA ROSA CITY SCHOOLS students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for SONOMA COUNTY JUNIOR COLLEGE DISTRICT students shall be maintained by the SONOMA COUNTY JUNIOR COLLEGE DISTRICT.

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 SANTA ROSA CITY SCHOOLS will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the SONOMA COUNTY JUNIOR COLLEGE DISTRICT or students. The SANTA ROSA CITY SCHOOLS agrees to clean, maintain, and safeguard the SANTA ROSA CITY SCHOOLS premises. The SANTA ROSA CITY SCHOOLS warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The SANTA ROSA CITY SCHOOLS will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SANTA ROSA CITY SCHOOLS students. The parties understand that such equipment and materials are SANTA ROSA CITY SCHOOLS' 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. SANTA ROSA CITY SCHOOLS 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 SONOMA COUNTY JUNIOR COLLEGE DISTRICT facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

15.4 Except as provided under Education Code Section 76004 (o), the courses included in this CCAP Agreement shall be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course and program prerequisites.

16 INDEMNIFICATION

16.1 The SANTA ROSA CITY SCHOOLS agrees to and shall indemnify, save and hold harmless the SONOMA COUNTY JUNIOR COLLEGE 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 SANTA ROSA CITY SCHOOLS performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SANTA ROSA CITY SCHOOLS, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2 The SONOMA COUNTY JUNIOR COLLEGE DISTRICT agrees to and

shall indemnify, save and hold harmless the SANTA ROSA CITY SCHOOLS 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 SONOMA COUNTY JUNIOR COLLEGE DISTRICT'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT its officers, employees, independent contractors, subcontractors, agents and other representatives.

17 INSURANCE

17.1 Each Party in order to protect the other party and its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this Agreement, shall secure and maintain in force during the entire term of this Agreement, 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 other Party, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the other Party.

17.2 For the purpose of Workers' Compensation, each Party shall be the "primary employer" for all its personnel who perform services as instructors and support staff. Each Party shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. Each Party agrees to hold harmless, indemnify, and defend the other Party, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by its respective personnel connected with providing services under this Agreement.

18 NON-DISCRIMINATION

18.1 Neither the SANTA ROSA CITY SCHOOLS nor the SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation,

religion, or any other protected class under California State or federal law.

19 TERMINATION

- 19.1 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 20 below.

20 NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered; or if deposited in the U.S. Mail, deemed received five (5) business days after the postmark date, postage to be prepaid, to the following addresses:

SONOMA COUNTY JUNIOR COLLEGE DISTRICT
1501 Mendocino Ave.
Santa Rosa, CA 95401
Attn: Pedro Avila

SANTA ROSA CITY SCHOOLS
211 Ridgway Avenue
Santa Rosa, Ca 95401
Attn: Dr. Anna Guzman

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 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 Agreement shall be interpreted according to the laws of the State of California with venue in Sonoma County, California and no other place.

24 SONOMA COUNTY JUNIOR COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of the SONOMA COUNTY JUNIOR COLLEGE DISTRICT, the SONOMA COUNTY JUNIOR COLLEGE DISTRICT will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community 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.

27 REPRESENTAION BY COUNSEL

27.1 Each Party understands and is aware the School and College Legal Services of California provides legal advice and services to both parties on this and other matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this Agreement by the same legal counsel.

Executed on _____ 2018

By: _____

Date: _____

Title: _____

SANTA ROSA CITY SCHOOLS

By: _____

Date: _____

Title: _____

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between SONOMA COUNTY JUNIOR COLLEGE DISTRICT, 1501 Mendocino Ave, Santa Rosa, CA 95401 and SANTA ROSA CITY SCHOOLS, 211 Ridgway Avenue Santa Rosa, CA 95401.

WHEREAS, the SANTA ROSA JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS agree to record the SANTA ROSA JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS specific components of the CCAP Agreement using this 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 SONOMA COUNTY JUNIOR 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 (Education Code Section 76004 (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 (Education Code Section 76004 (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; (Education Code Section 76004 (k)(3))

NOW THEREFORE the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS agree as follows:

1. CCAP AGREEMENT

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall ensure that two separate public meetings, informational and adoption, are held in the review and approval of this CCAP Agreement. Pursuant to Education Code Section 76004 (b).
- b. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall file the CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the CCAP partnership. (Education Code Section 76004 (c)(3))

- c. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall review and establish new or amended CCAP Agreements annually on or before July 1 and follow the protocols set forth in (a) and (b) of this section.
- d. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS point of contact shall be as follows:

LOCATION	NAME	TELEPHONE	EMAIL
SONOMA COUNTY JUNIOR COLLEGE DISTRICT	Pedro Avila	707-524-1647	pavila@santarosa.edu
Educational Administrator- SCJCD	Jane Saldana-Talley	707-778-3931	lsaldana-talley@santarosa.edu
SANTA ROSA CITY SCHOOLS	Heidi Pedrazzetti	707-528-5647	hpedrazzetti@srcs.k12.ca.us

2. REIMBURSEMENT – (Not applicable for 2018-19)

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT intends to compensate the SANTA ROSA CITY SCHOOLS according to the following parameters:

Number of students enrolled through end of semester.	Reimbursement
	NA
	NA

- b. When the college’s adjunct faculty teaches the class on the high school campus the SANTA ROSA CITY SCHOOLS will not be compensated.
- c. For enrollments under 20 students, the SONOMA COUNTY JUNIOR COLLEGE DISTRICT has the right to compensate SANTA ROSA CITY SCHOOLS a prorated amount.

3. STUDENT SELECTION

- a. Minimum School Day - The SANTA ROSA CITY SCHOOLS shall certify that it shall teach SANTA ROSA CITY SCHOOLS 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 SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall claim allowable full-time equivalent students

(FTES) for the enrollment of SANTA ROSA CITY SCHOOLS students in college courses pursuant to this CCAP Agreement.

- b. SANTA ROSA CITY SCHOOLS 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” AB 288, *Sec. 2 (a)*; SRCS defines college bound as a likelihood for accessing post-secondary opportunities based on exposure to programs such as dual enrollment 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.” AB 288 *Sec. 1 (d)*. SRCS defines underrepresented students in higher education as underachieving. Identified students tend to struggle academically and are at risk for dropping out of compulsory education prior to accessing post-secondary opportunities.
- c. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall certify that participating students will have a signed parental consent form on file with the SONOMA COUNTY JUNIOR COLLEGE DISTRICT. (Education Code Section 76004 (c)(1)).
- d. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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 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.

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

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT 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 SANTA ROSA CITY SCHOOLS or the SONOMA COUNTY JUNIOR COLLEGE DISTRICT.

5. CCAP AGREEMENT PROGRAM YEAR FALL 2018 –

The SONOMA COUNTY JUNIOR COLLEGE DISTRICT has identified the following: program year, educational program(s) and course(s) to be offered at

the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2018-2019 COLLEGE: Santa Rosa Junior College
 EDUCATIONAL PROGRAM: Automotive Technology
 SCHOOL DISTRICT: SANTA ROSA CITY SCHOOLS
 HIGH SCHOOL: Maria Carrillo High School
 TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 TOTAL PROJECTED FTES: 6

Additional information regarding the course scope can be located in the Santa Rosa Junior College Course Catalog.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. Introduction to Automotive Technology	Auto 80	Fall	M 1:25-2:15 W & F 1:19-3:05	MWF	Sean Fleming	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC x HS
2. Automotive Heating and Air Conditioning	Auto 125	Spring	M 1:25-2:15 W & F 1:19-3:05	MWF	Sean Fleming	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Industrial Mathematics	IED 190	Spring	M 1:25-2:15 W & F 1:19-3:05	MWF	Sean Fleming	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4.						<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC <input type="checkbox"/> HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Education Code Section 76004 (c)(1)):

These are recruited students identified through prior interest in automotive classes or self-selected after an extensive communication by school personal to the entire student population (to include targeted underrepresented populations through supplemental counseling and outreach)with a focus

on building awareness around post-secondary options and the Automotive Technology pathway.. The student goal is to complete stackable automotive certificates by the time they complete high school, allowing them to enter the workforce with certificates needed to work in the Automotive industries. The further goal is that they may be able to take additional units and complete their AA in Automotive Technology within 18 months or less of high school graduation.

- 6. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SANTA ROSA CITY SCHOOLS students participating as part of this CCAP agreement will be borne by SANTA ROSA CITY SCHOOLS.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Introduction to Automotive Technology	Intro to Automotive Services	\$155.70	None	\$0
2. Auto Heating and Air Conditioning Systems	Today's Tech: Auto Heating & AC	\$113.50	None	\$0
3. Industrial Mathematics	Practical Problems in Mathematics, 7 th edition	\$179.73	None	\$0

7. **MANDATED ANNUAL STATE REPORTING**

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by this CCAP Agreement.
- b. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall report annually to the office of the chancellor of the California Community College all of the following information:

The annual total number of unduplicated high school student headcount by school site enrolled in this CCAP Agreement, aggregated by gender and ethnicity and reconciled on or before June 30, 2019 and reported annually in compliance with all applicable state and federal privacy laws. (Education Code Section 76004 (t) (1)(A))

The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. (Education Code Section 76004 (t) (1)(B))

The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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. (Education Code Section 76004 (t)(1)(C))

The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. (Education Code Section 76004 (t)(1)(D))

- c. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

8. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

9. PRIVACY OF STUDENT RECORDS

- a. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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). The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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.)
- b. Limitation on Use. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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. (34C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. The SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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, the SONOMA COUNTY JUNIOR COLLEGE DISTRICT and the SANTA ROSA CITY SCHOOLS 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.