

College and Careers Access Pathways Partnership Agreement between Yosemite Community College District and [REDACTED] School District

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Yosemite Community College District (“YCCD”), and [REDACTED] School District (“School District”). YCCD and School District may collectively be referred to herein as the “Parties” or individually as “Party.”

I. RECITALS

Whereas, Assembly Bill No. 288, approved by the Governor and filed with the Secretary of State on October 5th, 2015 allows the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness,

Whereas, Assembly Bill No. 102, approved by the Governor, chaptered on September 30, 2022, and effective January 1, 2023, specifies that “high school”, for purposes of a CCAP partnership, includes a community school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates, and that county offices of education may enter into CCAP partnerships with the governing board of community college districts,

Whereas, allowing a greater and more varied segment of high school pupils to take community college courses can provide numerous benefits, such as reducing the number of high school dropouts, increasing the number of community college students who transfer and complete a degree, shortening the time to completion of educational goals, and improving the level of preparation of students to successfully complete for-credit, college-level courses,

Whereas, through dual enrollment partnerships, school districts and community college districts can create clear pathways of aligned, sequenced coursework that will allow students to more easily and successfully transition to for-credit, college-level coursework leading to an associate degree, transfer to the University of California or the California State University, or to a program leading to a career technical education credential or certificate,

Now therefore, YCCD and School District agree as follows:

II. LEGAL AUTHORITY AND ADOPTION

Assembly Bill 288 authorizes a community college district and a school district to enter into a CCAP partnership provided that both districts have approved a CCAP agreement which shall govern the partnership.

In adopting this CCAP Agreement, the governing boards of YCCD and School District certify compliance with the following regulations required for the adoption of a CCAP partnership agreement:

- a. YCCD and School District shall present this CCAP Agreement at a public meeting of their respective governing boards, allowing for public comments prior to consideration for approval of this Agreement (EC § 76004(b)).
- b. The YCCD and School District agree that prior to commencing classes a copy of this CCAP Agreement shall be filed by YCCD with the Chancellor's Office of the California Community Colleges and with the California Department of Education, with the understanding that the Chancellor of the California Community Colleges may void this Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

- a. This CCAP Agreement shall begin on **INSERT DATE** and shall continue until **INSERT DATE 5 YEARS LATER**, or until duly modified or terminated by the Parties. The Agreement may be modified by mutual agreement of the Parties, with notification to their respective governing boards.

- b. **Number of students served**

The goal of this Agreement is to provide college-level learning opportunities to a broad and diverse array of School District students as a pathway to successful careers and improved quality of life. At scale, the Parties intend for at least 75% of graduating high school seniors to successfully complete at least one CCAP class. The Parties also intend for and expect a subset of these students to complete up to 30 units of college credit, representing half the units required for an associate degree, prior to graduation via CCAP, summer, and/or independent enrollment in YCCD courses.

The specific course offerings and associated student counts will be designated each year on the Course Agreement outlined in Appendix A. Course and student counts, student performance, and apportionment generated for the YCCD via FTES (Full-Time Equivalent Student) will be reported annually to the respective governing boards of the Parties, as well as the Chancellor's Office.

- c. **Assessment of students**

The assessment of the pupil's ability to benefit from participation in courses offered under this CCAP Agreement shall be made on behalf of the School District by the high school principal or the principal's designee for each participating high school. Only students whom are deemed, by the principal or the principal's designee, to have the ability to benefit from participation in the CCAP courses will be eligible to enroll in courses authorized through the CCAP Agreement. Furthermore, YCCD requires that students participating in CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP Agreement. Because course offerings vary significantly in their subject matter and expectations of students, criteria to be used by the high school principal to assess the ability of students to benefit from specific courses shall be identified in the separate Course Agreement (Appendix A) an annual basis.

d. Course Offerings

Courses shall be offered on the high school campus during the school day for the purpose of providing dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education. They may be offered in person, as a hybrid of in person and online, or fully online. They may be offered by YCCD directly, with the instructor hired and paid by the YCCD, or provided by School District via an Instructional Service Agreement (ISA). This CCAP Agreement documents the terms of the ISA.

Any course published in the current Columbia College or Modesto Junior College online catalog that does not violate any of the tenets of this agreement or the enabling legislation and that satisfies one of the categories listed below may be offered as a CCAP class. Specific course offerings will be selected through consultation between college and high school leaders based on student interest, needs of the institutions, and availability of instructors. Selected courses will be recorded on an annual basis via the Course Agreement, Appendix A.

Acceptable CCAP course categories/goals are:

1. Career Technical Education (CTE) courses that are part of a seamless pathway from high school to community college. In practice, each course shall be a required or restricted elective for at least one CTE certificate or degree at YCCD or a prerequisite or advisory course as preparation for a required course.
2. Transfer preparation courses that are part of a seamless pathway from high school to community college. In practice, each transfer preparation course shall satisfy a general education breadth requirement for the California State University system, Areas A through E, or shall be a required or restricted elective course for an Associate Degree for Transfer.
3. Courses that can improve high school graduation rates.
4. Courses that can help high school pupils achieve college and career readiness.

Any pretransfer-level course taught by YCCD faculty shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by School District, and shall involve a collaborative effort 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.

YCCD shall not provide physical education course opportunities to School District's pupils pursuant to the CCAP partnership or any other course opportunities that do not assist in the attainment of at least one of the courses/goals listed above.

e. Information Sharing

All sharing of information between YCCD and the DISTRICT shall be in compliance with federal and state laws, including the Federal Educational Rights and Privacy Act ("FERPA") and the California Education Code. Where exceptions to those laws allow YCCD and the School District to share information without the consent of the students and/or parents/legal guardian(s), YCCD and the School District will follow the requirements of FERPA and State law. No data shall be shared by either party until the other party is satisfied, in its sole discretion, as to the safety and security of that data in the other party's control. Where there is no exception, sharing information will require a signed, dated release from the student explicitly authorizing the sharing of personally identifiable information about the student. (*Ed. Code § 76004(c)(1).*) Parent(s)/legal guardians shall have access to School District-related student education records.

YCCD shall provide School District with the student's final grade for all coursework undertaken as part of a CCAP agreement so that the high school may determine the appropriate number of high school credits to be awarded, if any. School District shall provide YCCD with transcripts for all students participating in their CCAP courses along with high school graduation rates among students participating in the CCAP. Alternatively, School District may enter into a data sharing agreement with YCCD for their CCAP courses.

CCAP students are regarded as adult learners. As such, faculty members will follow FERPA guidelines and only discuss progress and grades with students. Upon mutual agreement of the faculty member and the student, a CCAP student's parent or guardian may observe and/or participate in such discussions. Acknowledgement of this expectation is incorporated into the required parental consent form for participation in CCAP classes.

f. Points of Contact

The point of contact regarding the provisions of this agreement, for YCCD, shall be the YCCD Chancellor or Designee. The point of contact regarding the provisions of this CCAP Agreement, for School District shall be the Superintendent of School District or Designee.

The point of contact regarding implementation and administration of the CCAP shall be the designated YCCD staff at each respective college, and the Principal, or designee, at each respective high school. Specific points of contact for each high school will be delineated annually in the Course Agreement, Appendix A.

g. Employer of Record

When a CCAP course is provided by YCCD, YCCD shall be the employer of record for the purposes of salary, benefits, evaluation, and direct supervision. All rights, protections, and privileges afforded to YCCD employees extend, regardless of the worksite.

When a CCAP course is provided by School District via this ISA, the School District shall be the employer of record for the purposes of salary, benefits, evaluation, and direct supervision.

School District shall be responsible for assignment monitoring and reporting to the county office of education. YCCD shall be responsible for reporting to the California Community Colleges Chancellor's Office.

h. Instructors

All instructors teaching YCCD courses offered as part of this CCAP Agreement must meet the applicable 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. Instructors must either be hired by the college and become YCCD employees or be School District employees provided by School District via this Instructional Services Agreement (ISA). Instructors provided by School District must also sign an ISA Instructor Agreement (Appendix B). Prior to instructing a CCAP course, instructors provided by the YCCD must be interviewed and hired according to YCCD hiring procedures and be established in the YCCD data system as an instructor of record. ISA Instructors provided by School District shall be mutually approved by the YCCD and School District. ISA Instructor shall apply for part-time employment with YCCD including a resume and transcript information. Approval by YCCD shall include verification of minimum qualifications, a site visit to the School District classroom to verify the appropriateness of the learning environment and equipment for college-level instruction, a review of the YCCD Course Outline of Record with the ISA Instructor, and a sample lesson plan by the ISA Instructor illustrating how a particular topic on the Outline will be covered in the college class. Upon mutual agreement, the ISA Instructor will be established in the YCCD data system as an instructor of record.

1. School District shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are School District employees.
2. YCCD shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are YCCD employees.

3. YCCD shall have the primary right to control and direct the instructional activities of faculty teaching dual enrollment courses. Instructors who teach college courses offered as part of this CCAP Agreement must provide the supervision and control which by custom and practice meets the degree of care applicable to YCCD instructors, in addition to the standards imposed by Education Code section 44807, and may not have any other assigned duty during the instructional activity. As a general rule, faculty must have immediate supervision and control of students within the meaning of 5 Cal. Code Regs. section 58056. [Cal. Code Regs., Title 5, §§ 58050, 58051, 58056, 58058]
4. Prior to teaching, faculty provided by School District shall receive discipline-specific training and orientation from YCCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.
5. Faculty provided by School District are encouraged to participate in professional development activities sponsored by YCCD and ongoing collegial interaction to include, but not be limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
6. Should a faculty professional development (Flex) obligation result from the scheduling pattern of the CCAP course, the faculty member shall fulfill that obligation and track the required Flex hours using the district Flex system.
7. For courses provided by the YCCD, faculty member performance shall be evaluated by YCCD using the adopted evaluation process and standards for faculty of YCCD. For courses provided by School District, YCCD shall conduct a programmatic quality control assessment following the adopted evaluation process and standards for faculty of YCCD. (See YFA/YCCD Contract Article 6 and Appendix C-1a)
8. Faculty provided by School District or YCCD who do not comply with the policies, regulations, standards, and expectations of YCCD shall be ineligible to teach dual enrollment courses.
9. Faculty shall comply with the fingerprinting requirements set forth in Education Code section 45125 and/or Education Code section 87013 as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 and/or Education Code section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have 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. Faculty shall be employed in accordance with Education Code section 87405, et seq. when YCCD is designated the employer of record.

i. Bargaining Agreements

YCCD and School District agree to uphold all bargaining agreements for personnel involved in CCAP classes. Specifically, the YCCD and School District agree to comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an AB 288 CCAP Partnership Agreement course offered for high school credit.

j. Teacher Quality Mandates

School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

IV. CERTIFICATIONS

YCCD shall ensure that:

- a. A qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus
- b. Any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC § 87010, or any controlled substance offense as defined in EC § 87011
- c. Courses taught on site at high schools through CCAP agreements shall be taught by YCCD full-time or part-time faculty members, or by qualified and mutually-approved employees of School District serving as employees of YCCD on a limited basis under an ISA Instructor Agreement (Appendix B)
- d. All rights, protections, and privileges extend to YCCD employees regardless of the worksite
- e. A community college course offered for college credit at a School District campus does not reduce access to the same course offered at the partnering community college campus
- f. Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults at YCCD.

School District shall insure that:

- a. Any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

- b. Money received under this Instructional Service Agreement shall be used for the purpose of providing education and training to the students enrolled in its courses.

V. ENROLLMENT

- a. YCCD shall grant priority enrollment and registration, that is equivalent to the priority assigned to a student attending a middle college high school as described in EC § 11300 and consistent with provisions in EC § 76001(e), to a pupil seeking to enroll in a college course that is required for the pupil's CCAP partnership program.
- b. YCCD shall not enroll a student in CCAP courses until receiving at least one parental consent form signed by student's parent or legal guardian, and the principal's recommendation that the student participate in the CCAP partnership.
- c. YCCD shall limit enrollment in community college courses offered at the high school campus during the regular school day solely to eligible high school students.
- d. YCCD may allow a special part-time student participating in the AB 288 CCAP Partnership to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied (EC § 76004(p)):
 - 1. The units constitute no more than four community college courses per term,
 - 2. The units are part of an academic program that is part of a CCAP partnership agreement,
 - 3. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

VI. STUDENT FEES

- a. High school pupils enrolled in courses offered through this CCAP Agreement shall not be assessed or charged a fee prohibited by EC § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §§ 49010 et seq.; 76004(f)
- b. High school pupils enrolled in courses offered through this CCAP Agreement, that are properly classified as having "special part-time student" status as described by EC § 76004(p), shall be exempt from the following community college fee requirements [EC § 76004(q)]:
 - 1. Student Representation Fee. EC § 76060.5

2. Nonresident Tuition Fee. EC § 76140
3. Transcript Fees. EC § 76223
4. Course Enrollment Fees. EC § 76300
5. Health Services Fees

VII. STATE APPORTIONMENT

YCCD and School District agree that:

- a. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. EC § 76004(r)
- b. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to EC § 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. EC §76004(s)
- c. Students enrolled in CCAP classes not offered as part of an Early College or Middle College High School will be enrolled in a minimum of 240 minutes of non-CCAP courses to ensure completion of a full day of attendance for School District apportionment. Students enrolled in an Early College High School or Middle College High School, shall enroll in a minimum of 180 minutes of non-CCAP courses. EC §46146.5(c)

VIII. REPORTING

YCCD, in conjunction with School District, shall report annually to the California Community Colleges Chancellor’s Office all of the following information:

- a. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants
- e. The total number of full-time equivalent students served online generated by CCAP

partnership community college district participants

IX. CTE PROGRAMS

YCCD, prior to establishing a vocational or occupational training program (career technical education programs) with School District, shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. EC § 78015 et seq.

X. RESPONSIBILITIES AND COSTS

Responsibilities and costs for the two parties are described below and summarized in Appendix C.

a. Instruction and Educational Program

YCCD shall be responsible for the educational program(s) and for the content and instruction of the courses offered through the CCAP. YCCD shall pay for instructional time and associated benefits costs for courses provided by YCCD. School District shall pay for instructional time and associated benefits costs for courses provided by School District via this ISA.

b. Facilities

School District shall provide, equip, and maintain the facilities for courses offered on the high school campus as part of this CCAP Agreement.

c. Books, Supplies, and Duplicating

School District shall provide books, supplies, materials, duplicating, equipment, and examination fees (e.g. ServSafe® or CPR) for each student enrolled in a CCAP course.

d. Support Services

School District and YCCD will share responsibility for ensuring that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

e. Other Faculty Costs

School District shall pay for or waive any other required costs for YCCD faculty members teaching CCAP courses on the high school campus, such as fingerprinting or parking fees.

f. **Instructor Absences**

If a YCCD instructor is absent, they shall contact the designated high school contact person along with the designated college contact person at their earliest possible opportunity. YCCD shall not be responsible for providing substitute instruction during instructor absences. School District shall be responsible to provide appropriate supervision of the classroom. In the event of an extended absence, YCCD and School District points of contact will collaborate to identify appropriate substitute instruction to ensure complete coverage of the YCCD Course Outline of Record.

g. **Campus Closures**

School District shall contact the YCCD instructor and the designated college contact to inform about unexpected closures (outside non-school days listed on the academic calendar) at the earliest possible opportunity.

h. **Harassment, Discrimination, Title IX, and Other Violations of Law**

The Parties must individually designate an employee to coordinate efforts with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from YCCD and School District shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither YCCD nor School District may abandon or assign their obligations under the law, including Title IX.

XI. **PAYMENTS FOR ISA SECTIONS TAUGHT BY SCHOOL DISTRICT**

- a. In consideration for the services provided, YCCD shall pay School District \$2,500 per ISA section of at least 18 students provided by School District via this Instructional Service Agreement.
- b. A payment memo will be sent by YCCD at the end of each semester indicating the final number of sections provided by School District via this Instructional Service Agreement.
- c. School District will invoice YCCD at the rate specified above for the sections it provided.

XII. **PROCEDURES, TERMS, AND CONDITIONS**

a. **Enrollment Process and Period**

Students will be added to the CCAP courses held on the high school campus through registration conducted on site at the high school or online, as needed. CCAP students will be granted level 3 priority registration and may also enroll in additional college courses held outside of the normal school day (e.g. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between YCCD and School District.

c. Evaluation of Students

Faculty instructing the course shall be responsible for the supervision and evaluation of the students. School District shall be responsible for assigning high school credit for the coursework CCAP students complete where appropriate.

d. Course timing and length

YCCD shall insure that: the appropriate number of class hours are scheduled to meet the performance objectives of the course; the enrollment period for each CCAP course falls within the normal school day within which courses are offered at the high school; and that high school students participating in the CCAP are not required to attend class on dates in which the high school is not in session. CCAP courses offered on the high school campus during the school day shall not extend beyond the school term, but may conclude prior to the end of the school term. Under this circumstance, it will be the responsibility of School District to arrange additional instruction or supervision if required.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student behavior as described under YCCD Board Policy 5500. These regulations are designed to represent reasonable standards of conduct. Violations of the code may subject individuals to disciplinary action, which is consistent with the requirements of due process.

The CCAP Instructor shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session, they shall notify the high school principal or principal's designee immediately. Soon thereafter, the instructor shall notify the YCCD Point of Contact and the Dean overseeing the subject matter within YCCD.

f. Informing Students and Parents or Guardians

Enrollment materials will inform students and their parents or guardians that CCAP participants are subject to the policies of both YCCD and School District.

XIII. CANCELLATION AND TERMINATION

- a. This CCAP Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach of this CCAP Agreement. Termination will be effective no sooner than 30 calendar days after a written demand to comply or cure is provided and the party fails

to comply or cure. This remedy is in addition to any other remedy which may be provided for by law.

- b. This CCAP Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other party at least 45 days prior to the end of a semester of its intent to terminate the Agreement. All classes currently in progress shall continue until the completion of the semester. Any students currently enrolled in courses under this CCAP Agreement shall be allowed to complete those courses prior to the termination of this CCAP Agreement.
- c. The indemnification provisions contained in this CCAP Agreement shall survive termination.

XIV. INSTRUCTION FOR APPORTIONMENT

YCCD shall provide documentation that instruction claimed for apportionment under this Agreement is under the immediate supervision and control of an employee of the YCCD or the School District who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity (as a general rule, faculty must be physically present in the classroom or lab or within line of sight of the students). (Cal. Code Regs., Title 5, §§ 58050, 58051, 58056, 58058)

- a. Where the instructor is not a paid employee of YCCD, they shall complete the ISA Instructor Agreement (Appendix B) which delineates their requirements regarding student attendance and reporting and stating that YCCD has the primary right to control and direct the instructional activities of the instructor. (Cal. Code Regs., Title 5, § 58058(b))
- b. YCCD shall demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.

XV. MINIMUM QUALIFICATIONS

YCCD shall ensure that the instructor of each CCAP course taught per this Agreement meets the minimum qualifications established for service as a faculty member in the subject taught, as delineated in the Minimum Qualifications Handbook for California Community Colleges. (Cal. Code Regs., Title 5, § 53410.)

XVI. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at the high school, shall be limited to CCAP participants and shall not be open to the general public.

The districts further acknowledge that courses which are not part of this CCAP must continue to meet the following requirements:

- a. Courses which are not part of this CCAP agreement must be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course or program prerequisites.
- b. Courses which are not covered by this CCAP agreement must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Cal. Code Regs., Title 5, §§ 51006, 58106.)

Furthermore, the district policy on open enrollment (Cal. Code Regs., Title 5, § 51006) 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 college catalogue, schedule of classes, and any addenda to the schedule of classes. (Cal. Code Regs., Title 5, § 55005.)

Degree and certificate programs must have been approved by the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally. (Cal. Code Regs., Title 5, § 58050(a)(1).)

XVII. CONSISTENCY, ATTENDANCE AND GRADES

YCCD shall ensure that procedures are put into place by the college to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Cal. Code Regs., Title 5, § 55002, 58050(a)(5).

Permanent records of student attendance, grades, and achievement will be maintained by the college. Additional CCAP participant records which are maintained by the high school, such as students' GPA or high school graduation status, will be submitted on a schedule agreed upon between the college and Ceres Unified School District, Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVIII. FULL COMPENSATION / CERTIFICATION

YCCD shall certify that it has not received full compensation, from any public or private agency, individual or group, for the direct education costs of the courses offered through this partnership agreement. (EC § 84752; Cal. Code Regs., Title 5, § 58051.5.) YCCD shall obtain certification

from the School District verifying that the instructional activity to be conducted will not be fully funded by other sources. (EC § 84752; Cal. Code Regs., Title 5, § 58051.5.)

XIX. DISTRICT BOUNDARIES

YCCD and School District agree that if the course(s) in this CCAP agreement will be located outside the boundaries of YCCD, the YCCD must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school and/or community college districts and use of non-district facilities.

XX. RECORD KEEPING AND COMPUTATION

YCCD acknowledges that in all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply, including as prescribed by Cal. Code Regs., Title 5, §§ 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq..

XXI. ACCESS AND ACCOMMODATIONS

School District is responsible for all IEP and 504 plan accommodations for its students. School District agrees to meet with college Disabled Student Programs & Services (DSPS) or Accommodations and Support Center (ASC) staff on behalf of each student with an active IEP or 504 plan upon the student's college enrollment to ensure that all accommodations are fulfilled as required by Individuals with Disabilities Education Act (IDEA) and Free Appropriate Public Education (FAPE).

XXII. INDEMNIFICATION

School District shall defend, hold harmless, and indemnify YCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related CA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

YCCD shall defend, hold harmless, and indemnify School District, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to

consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of YCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

School District shall have no obligation to defend, hold harmless, or indemnify YCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and YCCD shall have no obligation to defend, hold harmless, or indemnify School District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

XXIII. INSURANCE

During the entire term of this CCAP Agreement, each party shall, at its own expense, maintain insurance as set forth below and shall provide the additional insured endorsements that name the other party as an additional insured on the each party's General Liability policy and Automobile Liability policy.

Minimum Scope of Insurance: Coverage shall be:

1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

If the above liability coverage is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this CCAP Agreement and continue for at least three full years following the completion of any services/work under this CCAP Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the other party. Each insurance policy required by this CCAP Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party. Each party shall provide the other with certificates of insurance and required executed endorsements, evidencing compliance with this section, prior to the commencement of any Courses. On request, each party shall furnish copies of any and/or all of the required insurance policies.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this CCAP Agreement.

The Parties acknowledge that both parties are permissibly self-insured under California law.

These provisions may not be voided, modified nor waived by a related Course Agreement.

XXIV. DISCRIMINATION AND HARASSMENT

Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of ethnic group identification, race, color, gender, sexual orientation, sexual identity, religion, age (over forty), national origin, ancestry, disability, political affiliation or belief, military and veteran status, or marital status, and shall comply with all applicable laws pertaining to employment.

XXV. MISCELLANEOUS TERMS

- a. **Entire Agreement.** This CCAP Agreement and any related Course Agreements constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this CCAP Agreement by, nor is any party relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related Course Agreement.
- b. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- c. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- d. **Non-Assignment.** Neither party may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other party. Any purported assignment without written consent shall be void.
- e. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the CCAP agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- f. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice

under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

- g. **Disputes.** Any dispute or complaint arising out of this CCAP Agreement shall be made in writing to the signatories listed below. Both parties agree to work in good faith to resolve any dispute or complaint within ten (10) business days, or within a reasonable timeframe agreeable by both parties after such notice is provided. In the event a dispute or complaint is not resolved, the parties may choose any available legal action to settle the dispute or complaint. Each party agrees that a violation or threatened violation of this CCAP Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other available legal remedies.
- h. **Governing Law and Venue.** This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this CCAP Agreement shall be Stanislaus County, California.
- i. **Independent Entities.** The Parties intend that the relationship between them are separate legal entities. No agent, employee or servant of the either party shall be deemed to be the employee, agent or servant of the other party except as expressly acknowledged in writing. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors.
- j. **Interpretation.** The language of this Agreement shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, the Parties shall be treated as equally responsible for such ambiguity.
- k. **Authority.** Each person below warrants and guarantees that they are legally authorized to execute this Agreement on behalf of the designated Party and that such execution shall bind the designated Party to the terms of this Agreement subject to approval/ratification by the Parties respective governing boards.

IN WITNESS WHEREOF, the Parties hereto have caused this CCAP Agreement to be executed the day and year first above written.

[REDACTED] SCHOOL DISTRICT	YOSEMITE COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A

College and Career Access Pathways Partnership (CCAP) Course Agreement

High School: **ENTER HIGH SCHOOL** **Effective School Year:** **ENTER SCHOOL YEAR**

This appendix, or a reasonable evolution thereof attending to changing conditions and clarifying details, shall be completed on an annual basis to plan for and track student participation in CCAP courses offered by YCCD to students of each participating high school within the [REDACTED] School District. The completed Appendix shall serve as the component of this CCAP Agreement that specifies additional detail regarding, but not limited to: the total number of high school students to be served; the total number of full-time equivalent students projected to be claimed by the College for those students; the scope, nature, time, location and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. (Ed. Code, § 76004, subd. (c)(1)) The completed appendix may also serve as a vehicle to report participation and progress to the governing boards of the parties.

CCAP AGREEMENT APPROVAL DATES

This CCAP Agreement between YCCD and [REDACTED] School District was discussed and approved after allowing for public comment by the governing board of each party as follows:

YCCD Board Meeting Date: [REDACTED] [REDACTED] School District Board Meeting Date: [REDACTED]

CURRENT POINTS OF CONTACT AND APPROVAL OF PLANNED OFFERINGS

Points of contact for the above-listed school year for this CCAP Agreement: (Ed. Code, § 76004 (c)(2)). Signatures indicate approval of planned offerings by a person authorized to execute this Course Agreement on behalf of their district or school.

[REDACTED] SCHOOL DISTRICT	[REDACTED] HIGH SCHOOL	YOSEMITE COMMUNITY COLLEGE DISTRICT
Signature:	Signature:	Signature:
Name:	Name:	Name:
Title:	Title:	Title:
email:	email:	email:
Phone:	Phone:	Phone:

COURSE OFFERINGS. The course offerings for the above-noted high school and school year are as follows. Details of each course are delineated in the online catalog of either Columbia College or Modesto Junior College, including the nature, location, and scope of each course. The official Course Outline of Record for each course is provided to each CCAP Instructor as part of orientation and training to teach YCCD courses, and is available by request.

School	[redacted]																																
Totals	2					5	1	6													70	66	62	0	9.25	8.77						\$ 2,500	
						Units			Scheduling					Enrollment				FTES		Instructor(s)													
Term	Course	Section #	Division	Category	CCAP Type & Location	Lec	Lab	Total	COR Contact Hours	TS Min Contact Hours	Start Date (College Class)	End Date (College Class)	Days & Times	FAM	Scheduled Contact Hours	Proj	Census	Final	PAC Hours	Proj	Final	Name(s)	FT, PT, ISA	If ISA, IA compl.?	Employer of Record	ISA Payment	Notes						
Fall 2023	WELD-200-Arc and Gas Welding	1234	MTECH	CTE	IP-ISA	2	1	3	90	80	8/28/2023	12/15/2023	M-Th 8:00-9:10	W	91.84	30	29	27	NA	5.25	5.07	Flash Gordon	ISA	Yes	School District	\$ 2,500							
Fall 2023	PSYCH-101-General Psychology	4321	MBSS	TXFR	EMBEDDED	3	0	3	54	48	8/28/2023	12/15/2023	M-F 11:00-11:50	A	52.5	40	37	35	NA	4.00	3.70	Sigmund Freud	PT	NA	YCCD	\$ -	Embedded in Ivan Pavlov's 3rd period psychology class						

CCAP Type & Location column illustrates location and type of offering for each section

IP-YCCD	= In-Person, taught by YCCD instructor on the high school site
IP-ISA	= In-Person, taught by School District instructor via ISA on the high school site
HYB-YCCD	= Taught by YCCD instructor with online and in-person components
HYB-ISA	= Taught by ISA instructor with online and in-person components at the high school
EMBEDDED	= Online college course embedded in School District course occurring at the high school
CAFETERIA	= One of several college courses available for students to enroll in, with HS room used as a study hall to complete coursework

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

Appendix B

College and Career Access Pathways Partnership (CCAP) Instructor Agreement

This Instructional Service Agreement Instructor Agreement (hereinafter “Agreement”) is made and entered on **INSERT DATE** (hereinafter “Effective Date”) by the Yosemite Community College District (hereinafter “YCCD”) and **INSERT ISA INSTRUCTOR NAME** (hereinafter “ISA Instructor”) an employee of **INSERT SCHOOL DISTRICT NAME** (hereinafter “School District”) who is being assigned to the YCCD on a part-time basis pursuant to Title 5, California Code of Regulations, Sections 58058(b), and shall be an employee of the YCCD on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the YCCD has conducted a job market study of the labor market area, and has determined that the results justify the proposed vocational education program (Education Code section 78015); the degree and/or certificate program has been approved by the State Chancellor’s Office; the courses have been approved by the College’s curriculum committee as meeting Title 5 course standards; and

WHEREAS, the YCCD needs supervisory and instructional services with regard to instruction for classes offered by the YCCD in cooperation with the School District, subject to the terms and conditions set forth in the separate Instructional Service Agreement between the School District and the YCCD; and

WHEREAS, the School District has the experience, training, equipment and other resources, and qualified staff necessary to provide training and instruction to YCCD students in the following subject(s): **INSERT LIST OF SUBJECTS TO BE TAUGHT BY THIS INSTRUCTOR**. Such training will be structured and designed to qualify YCCD students for job opportunities and/or university transfer in the subject(s) listed herein, and,

WHEREAS, the ISA Instructor agrees to be assigned to the YCCD as an at-will and uncompensated temporary academic employee of the YCCD to competently provide services with regard to supervision and/or instruction for classes offered by the YCCD in cooperation with the School District; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058(b).

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

1. The ISA Instructor is an employee of the School District who shall meet “Minimum Qualifications” to instruct the following YCCD courses: **INSERT COURSE LIST TAUGHT BY THIS ISA INSTRUCTOR** as established in the Minimum Qualifications Handbook published by the California Community Colleges Chancellor’s Office. In order to be established as an instructor of record in YCCD data systems, the ISA Instructor shall submit

a part-time teaching application including a resume and transcripts demonstrating how the Instructor has met minimum qualifications.

2. The ISA Instructor will provide all aspects of instruction for the above-listed courses, including preparation for classes, assignments, and examinations; conducting class sessions; preparing and posting online materials; grading and other record-keeping; communication with students; communication with YCCD colleagues to ensure the subject matter is being properly covered; and interaction with YCCD personnel and data systems regarding grading and student concerns.
3. The ISA Instructor is professionally trained and competent to provide the instructional services required by the YCCD.
4. While the ISA Instructor is performing the required instructional services for the YCCD, the ISA Instructor shall be under the direct control and direction of the YCCD and shall be an at-will and uncompensated temporary academic employee of the YCCD. The YCCD retains the sole right to select, assign, evaluate, discipline and terminate the ISA Instructor at any time as related solely to the position of the ISA Instructor for the YCCD as described herein.
5. The ISA Instructor shall at all times comply with the instructional requirements outlined in Title 5, California Code of Regulations, Sections 58055-58056, which require direct instruction by the ISA Instructor except in limited circumstances. The ISA Instructor's responsibilities and duties as an employee of the YCCD shall include, but are not limited to, the following:
 - 5.1. Ensure that training time is expended in full compliance with the course objectives determined by the YCCD.
 - 5.2. Ensure the safety and well-being of students.
 - 5.3. Ensure the ISA Instructor is in sufficient physical proximity and range of communication to provide line-of-sight instructional supervision and control of all students in the ISA Instructor's classes.
 - 5.4. Ensure that he/she does not have any other assigned duties during the instructional activity for which attendance is being claimed.
 - 5.5. Ensure the proper coordination of the delivery of instruction.
 - 5.6. Ensure the effective use of instructional methods, technology, testing, and remediation.
 - 5.7. Ensure the proper and timely assignment, scheduling, and notification of facilitators.
 - 5.8. Ensure the complete, accurate, and timely evaluation of facilitators.
 - 5.9. Ensure regular attendance at periodic meetings with District employees, e.g. School/Division Dean, faculty member, Vice President of Instruction.

- 5.10. Prepare, submit to the School/Division Dean for approval, and distribute to students a **Course Syllabus** for each class specifying, at a minimum:
 - 5.10.1. Course Catalog Description as listed on the Course Outline of Record.
 - 5.10.2. Units of Credit.
 - 5.10.3. Days and times of class meeting, as set by the College.
 - 5.10.4. Instructor contact information.
 - 5.10.5. Expected Student Learning Outcomes as listed on the Course Outline of Record.
 - 5.10.6. Course assignments, activities, and/or examinations.
 - 5.10.7. Methods by which course grades will be determined, in keeping with College standards.
 - 5.10.8. Tentative schedule of content coverage, assignments, activities, and examinations.
- 5.11. Ensure that all handouts prepared or utilized by facilitators are appropriate prior to submitting them to the School/Division Dean for approval.
- 5.12. Ensure thorough record-keeping and grading.
 - 5.12.1. All course participants must be enrolled as students of Columbia College or Modesto Junior College. No student shall be permitted to participate in course activities until enrolled in the specific course. All students must be enrolled prior to the class session.
 - 5.12.2. Course and student records shall be available for review at all times by YCCD officials.
 - 5.12.3. ISA Instructors shall maintain records of student attendance, participation, and achievement, including student learning outcomes and course grades. Specifically:
 - 5.12.3.1. **Drop “No-Shows.”** ISA Instructors shall use the College’s “Dropping Students” link in ConnectColumbia or PiratesNet to drop any student who does not attend the first class session.
 - 5.12.3.2. **Drop Students Not Participating at Census and Certify Rosters.** ISA Instructors shall also use the “Dropping Students” link to drop students who are no longer participating in class activities as of the specific “census” date established for each section, approximately 20% of course’s duration. ISA Instructors shall carefully examine entire roster prior to “census” date, ensure that every listed student is participating and that every attending student is enrolled. ISA Instructors shall certify the course roster, attesting to its accuracy and thoroughness. Only those students on the certified roster may earn credit

for the course.

- 5.12.3.3. **Drop Students No Longer Participating.** By the date set by College, approximately 75% of course's duration, ISA Instructors shall drop students no longer participating in course activities, ensuring they receive a "W" or "withdrawal" on their transcript instead of a letter grade.
 - 5.12.3.4. **Assess SLOs.** ISA Instructors shall determine whether each student has met the course's Student Learning Outcomes (SLOs) and provide those results to the College.
 - 5.12.3.5. **Determine Course Grades.** ISA Instructors shall determine a course grade for each Student according to standards of College and District.
 - 5.12.3.6. **Submit Positive Attendance Hours.** Classes scheduled less than five sessions or scheduled irregularly from week to week utilize Positive Attendance accounting. For such classes, ISA Instructors will precisely and thoroughly record the attendance of each student and report those to the College Admissions and Records Office.
- 5.12.4. Instructor shall return to the College, within seven (7) days after completion of each Course, attendance records, methodology for determining grades, results of SLO assessments, and final grades for each Student on the certified roster.
- 5.13. Be familiar with and comply with all relevant District policies, rules, and regulations, including but not limited to those related to student safety, grading, attendance, sexual harassment, and discrimination.
 - 5.14. Be familiar with and comply with the federal Family Educational Rights and Privacy Act of 1974 concerning the Students in the Courses. Instructor shall not provide student roster lists or any educational records such as grades or Social Security numbers of Students to any person unless the Student expressly authorizes College to disclose such information.
6. The District shall provide no compensation to the ISA Instructor for any services rendered pursuant to this Agreement, but compensation, as well as workers' compensation insurance, shall be provided by the School District in accordance with its established and standard practices.
 7. For purposes of indemnification and defense of any claims, actions or lawsuits, the ISA Instructor shall be considered an employee of the YCCD only during those times when actually performing on behalf of the YCCD the responsibilities and duties listed in this Agreement at the work place assigned by the YCCD.
 8. The term of this Agreement shall be for the period of the Effective Date through **DATE**.
 9. This Agreement may be terminated at any time by the YCCD within the sole and exclusive discretion of the YCCD upon written notice to the ISA Instructor. This Agreement may be

terminated upon thirty (30) days' prior written notice to YCCD by the ISA Instructor within ISA Instructor's sole and exclusive discretion.

IN WITNESS WHEREOF, the parties enter into this Instructional Service Agreement Instructor Agreement as of the date first written above.

YOSEMITE COMMUNITY COLLEGE
DISTRICT

ISA INSTRUCTOR

By: ____

(Signature of person authorized to execute
Contract.)

Name: .

Title: _

Date: _

Email: _____

Approved by YCCD Human Resources

Name: .

Title: _

Date: _

Email: _____

By: ____

(Signature of School District's employee
serving as Instructor.)

Name: .

Title: _

Date: _

Email: _____

Appendix C

Responsibilities Under This CCAP Agreement

Topic	YCCD	School District	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on their high school campus during the school day in School District facilities.
Instruction and Educational Program	x		CCAP participants will take YCCD courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Instructional Salary and Benefits for Courses Provided by YCCD	x		YCCD pays instructional salary and benefits costs for courses taught by YCCD employees.
Instructional Salary and Benefits for Courses Provided by School District (via ISA)		x	School District pays instructional salary and benefits costs for courses taught by School District employees
Books, supplies, materials, equipment, and duplicating		x	As a CCAP participant shall not be charged for textbooks, supplies, materials, and equipment needed to participate in the course, a source must be identified prior to offering the course. In most instances, books, supplies, materials, equipment, and duplicating shall be provided by the School District. No CCAP course shall be offered without prior agreement between the college and high school as to which organization shall be responsible for these provisions.
Counseling and Guidance	x	x	YCCD and School District shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	YCCD and School District shall collaborate to provide CCAP participants with appropriate assessment and placement services, where applicable.
Tutoring	x		YCCD shall be responsible for the provision of tutoring for college courses, when appropriate.
Other Faculty Costs		x	School District shall be responsible for any other faculty costs, such as parking permits and fingerprinting.

Absences	x	x	Faculty shall be responsible to report absences to the high school and college contacts in a timely manner. School District will be responsible for student supervision during a CCAP faculty absence. In the event of extended absence, School District and YCCD officials will confer to determine appropriate substitute instruction to ensure students can complete their CCAP courses.
Campus Closures	x	x	School District is responsible to inform CCAP faculty and the college of any unexpected school closures in a timely manner.
