

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

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as "Agreement" between Rancho Santiago Community College District (RSCCD) hereinafter known as "COLLEGE" and Santa Ana Unified School District hereinafter known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Rancho Santiago Community College District; and

WHEREAS, the COLLEGE and the DISTRICT have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities; and

WHEREAS, the DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at DISTRICT high school campuses which will benefit DISTRICT students by providing a convenient location and schedule; 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, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

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 COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2(k)(3)

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

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for three years beginning on June 1, 2018, and ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 22 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 college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

**2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of RSCCD and applicable law. Sec. 2 (a)

- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. SAUSD students will not be required to pay the Health Fee, however, SAUSD will be expected to: provide appropriate health support to students and staff. Any fees deemed to be required by law will be paid from the Early College Endowment established as part of the Santa Ana Partnership's Innovation Award (and housed at the Santa Ana College Foundation).

**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, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and RSCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and RSCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending Middle College High School as described in Section 11300 and consistent with Middle College High School provisions in Section 76001. Sec. 2 (3)(g)

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3).
- 3.8 Students participating in a CCAP Agreement at Middle College High School may enroll in up to a maximum of 11 units per term.
- 3.9 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.
- 3.10 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in 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 SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne collaboratively by COLLEGE and SCHOOL DISTRICT.

- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4 Both COLLEGE and SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- 5.5 All DISTRICT students must be fully matriculated to the college prior to taking COLLEGE courses including application, assessment, and orientation.
- 5.6 Dual enrollment students will have access to COLLEGE services such as the library, tutoring, student I.D. cards etc.
- 5.7 Student identification, recruitment, and selection into the dual enrollment program will be the responsibility of both the COLLEGE and SCHOOL DISTRICT

## **6. CCAP AGREEMENT COURSES**

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL DISTRICT and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.4 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly-selected and approved.
- 6.5 COLLEGE courses offered at SCHOOL DISTRICT sites will adhere to COLLEGE scheduling practices and the annual academic calendar. Exceptions may be made with approval of the SAC Vice President of Academic Affairs.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with RSCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course

descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

- 6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by RSCCD Business Procedure.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.11 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with RSCCD guidelines, policies, pertinent statutes, and regulations.
- 6.12 COLLEGE has the sole right to control and direct the instructional activities for all dual enrollment courses of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.13 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 6.14 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses 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.



## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE for the college courses using the adopted evaluation of process and standards for faculty of the COLLEGE, subject to the approval of RSCCD.

- 7.9 The COLLEGE and SCHOOL DISTRICT will work jointly to recruit and select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of RSCCD specifically with regard to their duties as instructors.
- 7.10 The appropriate COLLEGE administrator, in consultation with the appropriate SCHOOL DISTRICT administrator, will grant final approval to SCHOOL DISTRICT teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
- 7.11 COLLEGE instructors will notify SCHOOL DISTRICT school counselors or higher education coordinators when a student enrolled in a college course provided under this CCAP agreement begins to struggle and will refer the student for additional support.
- 7.12 COLLEGE and SCHOOL DISTRICT instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance issues.
- 7.13 Instructors teaching dual enrollment courses will coordinate with and notify the designated high school administrator/counselor prior to dropping a student from their course.
- 7.14 SCHOOL DISTRICT instructors teaching dual enrollment college courses must submit grades to both the COLLEGE and SCHOOL DISTRICT.

## **8. MATERIALS and TEXTBOOKS**

- 8.1 The COLLEGE and the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The cost of such materials will be borne by the party collecting apportionment or ADA for the course. The parties understand that such equipment and materials are the purchaser's sole property.
- 8.2 The COLLEGE and the DISTRICT shall determine type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. Textbooks, equipment, and materials purchased by the school district shall be adopted for a term no less than three years.
- 8.3 The COLLEGE and the DISTRICT agree to store textbooks and physical course materials purchased by either party at DISTRICT school sites and facilities and utilize DISTRICT library and logistic systems to catalog and distribute textbooks and materials.
- 8.4 Textbooks purchased by the COLLEGE will be transferred to the DISTRICT for cataloging and distribution to school sites.



**9. ASSESSMENT OF LEARNING AND CONDUCT**

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

**10. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3 The COLLEGE shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.4 The SCHOOL DISTRICT shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.5 The dual enrollment coordinators from the COLLEGE and the SCHOOL DISTRICT will work collaboratively to perform services specified in 10.8 as part of their regular assignments.
- 10.6 The COLLEGE and SCHOOL DISTRICT dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards,

including the necessary qualifications and student documentation prior to students taking courses.

- 10.7 The COLLEGE and SCHOOL DISTRICT dual enrollment administrators and coordinators will ensure that SAUSD teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the COLLEGE course schedule to the student's regular high school schedule), and COLLEGE standards, policies, expectations, and systems. The COLLEGE and SCHOOL DISTRICT will maintain the existing coordination arrangement for MCHS, which is co-led by the MCHS principal and SAC's Vice President of Student Services.
- 10.8 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1) (A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
  - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## **11. APPORTIONMENT**

- 11.1 COLLEGE 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.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 When RSCCD pays for instructors, COLLEGE will collect apportionment. When SCHOOL DISTRICT pays for instructors, DISTRICT will collect ADA unless the instruction extends beyond the state mandated 240 instructional minutes per day for

students attending comprehensive high schools and 180 minutes per day for students attending Lorin Grisette Academy, Advanced Learning Academy Early College or Middle College High School. When SCHOOL DISTRICT instruction exceeds the minimum number of minutes required by the SCHOOL DISTRICT, the COLLEGE will also collect apportionment, in addition to the SCHOOL DISTRICT receiving ADA.

- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

## **12. CERTIFICATIONS**

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 RSCCD 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.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that RSCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement, as outlined in 10.3A and 10.3B.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

12.7 The COLLEGE certifies that:

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

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

**13. PROGRAM IMPROVEMENT**

- 13.1 A joint COLLEGE and SCHOOL DISTRICT Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.
- 13.2 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and school counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

**14. RECORDS**

- 14.1 Permanent records of student attendance, grades and achievement will be maintained by both the SCHOOL DISTRICT and COLLEGE for SCHOOL DISTRICT students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades, and achievement for COLLEGE students shall be maintained by COLLEGE.
- 14.2 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.
- 14.3 SCHOOL DISTRICT instructors will submit grades to the COLLEGE when due according to the COLLEGE schedule. The SCHOOL DISTRICT will include all criteria identified by the COLLEGE for grading purposes. Upon completion of the SCHOOL DISTRICT semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of the COLLEGE's semester.

- 14.4 Dual enrollment courses completed by SCHOOL DISTRICT students will be identified on both the COLLEGE and high school transcripts in the standard format and will not be identified as dual enrollment.

**15. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

**16. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP

Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

## **17. REIMBURSEMENT**

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

## **18. FACILITIES**

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to RSCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

## **19. INDEMNIFICATION**

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

## **20. INSURANCE**

- 20.1 The SCHOOL DISTRICT, in order to protect RSCCD, 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, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to



provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, 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 COLLEGE

- 20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend RSCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

## **21. NON-DISCRIMINATION**

- 21.1 Neither the SCHOOL DISTRICT nor the COLLEGE 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.

## **22. TERMINATION**

- 22.1 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 the CCAP agreement.
- 22.2 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.

## **23. MODIFICATION AND AMENDMENT**

- 23.1 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.

## **24. GOVERNING LAWS**

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

**25. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

- 25.1 For locations outside the geographical boundaries of RSCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**26. SEVERABILITY**

- 26.1 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.

**27. COUNTERPARTS**

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

Executed on: April 11, 2018

By: \_\_\_\_\_

SANTA ANA UNIFIED SCHOOL DISTRICT

Dr. Alfonso Jimenez, Deputy Superintendent, Chief Academic Officer

By: \_\_\_\_\_

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services

**Rancho Santiago Community College District Board Meetings:**

- (a) Information Board Meeting Date:
- (b) Public Comment Board Meeting Date:

**School District Board Meetings:**

a

- (a) Information Board Meeting Date:
- (b) Public Comment Board Meeting Date:

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

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

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College	Alicia Kruizenga Dean of Student Affairs	(714) 564-6971	Kruizenga_Alicia@sac.edu
School District	Edward Winchester Exec. Director, Secondary Education	(714)558-5724	Edward.Winchester@sa.usd.us

#### 2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. Scheduling. No later than March of each year, the COLLEGE and the DISTRICT shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
- b. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

1. **CCAP AGREEMENT PROGRAM YEAR FALL 2016 - SPRING 2017 -COLLEGE** 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: 2017-2018 COLLEGE: Santa Ana College SCHOOL DISTRICT: Santa Ana Unified School District

**HIGH SCHOOL: Advanced Learning Academy**

EDUCATIONAL PROGRAM: IGETC Pathways

TOTAL NUMBER OF STUDENTS TO BE SERVED:					TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
<b>Lifelong Understanding and Self-Development</b>	CNSL 100	2017 Fall	1:30-3:11	M-Th	Courtney Berine	Santa Ana College	Advanced Learning Academy Secondary Campus
<b>Introduction to STEM Study Skills</b>	CNSL 121	2017 Fall	1:30-3:11	M-Th	Angel H. Torres	Santa Ana College	Advanced Learning Academy Secondary Campus
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Advanced Learning Academy Secondary Campus

**HIGH SCHOOL: Century High School**  
**EDUCATIONAL PROGRAM: IGETC Pathways**

TOTAL NUMBER OF STUDENTS TO BE SERVED:						TOTAL PROJECTED FTES:	
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Microsoft Office	BA 179	2017 Fall	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School
Career/Life Planning and Personal Exploration	CNSL 116	2017 Fall	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School
Elementary Spanish II	SPAN 102	2017 Fall	10:19am-11:15am and after school	MTWThF	Martha Guerrero Phlam		Century High School
Introduction to Microsoft Office	BA 179	2018 Spring	8:00am - 8:56am	MTWThF	Chris Martin	SAUSD	Century High School
Career/Life Planning and Personal Exploration	CNSL 116	2018 Spring	8:00am - 8:56am	MTWThF	Mireya Vazquez	SAUSD	Century High School
To Be Determined	To Be Determined	2018 Spring	To Be Determined	To Be Determined	To Be Determined	To Be Determined	Century High School

**HIGH SCHOOL: Lorin Grisct High School**  
**EDUCATIONAL PROGRAM: College Bridge Pathway**

TOTAL NUMBER OF STUDENTS TO BE SERVED:						TOTAL PROJECTED FTES:	
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Lifelong Understanding and Self-Development	CNSL 100	2018 Spring LGSA Quarter 3	9:18am - 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Grisct Academy
Effective Study Techniques	STDY 091	2018 Spring LGSA Quarter 4	9:18am - 10:08am	MTWThF	Adrian Rios	SAUSD	Lorin Grisct Academy

**HIGH SCHOOL: Godinez High School**  
**EDUCATIONAL PROGRAM: College Math Pathway**

TOTAL NUMBER OF STUDENTS TO BE SERVED:					TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Mathematics for Liberal Arts Students	MATH 105	2017 Fall	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	8:00am – 9:00am	MTWThF	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	2018 Spring	1:50am – 2:47am	MTWThF	Chi Tran	SAUSD	Godinez High School

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students' educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.





### 3. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

BUILDING	CLASSROOM	DAYS	HOURS
Advanced Learning Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Century High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Cesar Chavez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Godinez High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Lorin Grisct Academy	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Middle College High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Saddleback High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Santa Ana High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Segerstrom High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
Valley High School	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility