

**College and Careers Access Pathways Partnership Agreement between
Yosemite Community College District and Sonora Union High School District**

Agreement No: 001

Dated: 1/30/2017

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,

And 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,

And 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,

The Yosemite Community College District (YCCD) and Sonora Union High School District (SUHSD) have entered into the following agreement.

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 Partnership Agreement which shall govern the partnership.

In adopting this CCAP Partnership Agreement, the governing boards of the Yosemite Community College District and the Sonora Union High School District, certify compliance with the following regulations required for the adoption of a CCAP Partnership Agreement:

- CCAP Partnership agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004(b).

- 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 AB 288 CCAP Partnership Agreement.

Furthermore, the governing boards of Yosemite Community College District and Sonora Union High School District agree that a copy of this CCAP Partnership Agreement shall be filed with the Chancellor's Office of the California Community Colleges, with the understanding that the Chancellor of the California Community Colleges may void this CCAP Partnership Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

a. Number of students served

Under this partnership agreement a maximum of 150 Sonora High School students will be served annually, with the college claiming a maximum of 30 FTES annually.

b. Assessment of students

The assessment of the pupil's ability to benefit from participation in courses offered under the agreement shall be made by the Sonora High School principal or the principal's designee. 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. Furthermore, Yosemite Community College District reserves the right to require that students participating in the CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP.

c. Course Offerings

The courses to be offered shall include college readiness, career and technical education, and transfer pathway courses. Courses shall be offered on the Sonora High School campus during the school day. The courses which may be offered under this agreement include:

Guidance courses as needed to assist with college readiness and skills development, including:

1. GUIDE 11– Occupational Exploration
2. GUIDE 18 – Life Skills for Higher Education
3. GUIDE 100 – College Success
4. GUIDE 107 – Orientation to College
5. GUIDE 108 – Guidance for Career Technical Education

Career Technical Education (CTE) courses which are part of a degree or certificate outlined in the Columbia College Catalog and are considered core requirements for a specific CTE area including:

1. BUSAD 20 – Principles of Business (C-ID BUS 110)
2. CHILD 1 – Child Growth and Development (C-ID CDEV 100)
3. ENTRE 101 – Introduction to Entrepreneurship
4. ENTRE 104 – Preparing Effective Business Plans
5. FIRE 2 – Fire Prevention Technology
6. FNR 1 – Environmental Conservation
7. FNR 2 – Introduction to Forestry
8. FNR 61 – Introduction to Water Resource Management
9. FNR 63 – Water for Consumption
10. OFTEC 50 – Medical Terminology
11. OFTEC 152A – Medical Billing and Coding
12. OFTEC 152B – Medical Coding II

General education breadth courses needed for an AA or AS degree which also satisfy CSU and UC system transfer pathways as denoted in the Columbia College Catalog for areas A through E, including:

1. ANTHR 1 – Biological Anthropology (C-ID ANTHR 110)
2. ART 11 – History of Art: Ancient and Medieval (C-ID ARTH 110)
3. ART 12 – History of Art: Renaissance, Baroque, and Modern (C-ID ARTH 120)
4. BIOL 50 – Nutrition (C-ID NUTR 110)
5. ESC 1 – Energy: Uses and Alternatives
6. ESC 40 – Descriptive Astronomy
7. GEOGR 12 – Cultural Geography (C-ID GEOG 120)
8. MUSIC 2 – Introduction to Music (C-ID MUS 100)
9. MUSIC 10 – Survey of Music and Literature: Ancient to 1750
10. MUSIC 11 – Survey of Music and Literature: 1750 to Present
11. MUSIC 12 – American Popular Music: Blues and Jazz to Rock 'n' Roll
12. PHILO 1 – Introduction to Philosophy (C-ID PHIL 100)
13. SIGN 40A – ASL: Beginning Communication with the Deaf
14. SIGN 40B – ASL: Elementary Communication with the Deaf
15. SOCIO 1 – Introduction to Sociology (C-ID SOCI 110)
16. SPCOM 1 – Introduction to Public Speaking (C-ID COMM 110)

d. Information Sharing

YCCD shall provide SUHSD 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. SUHSD shall provide YCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

e. Points of Contact

The point of contact regarding the provisions of this agreement, for the YCCD, shall be the YCCD Executive Vice Chancellor. The point of contact regarding the provisions of this agreement, for Sonora Union High School District, shall be the Superintendent of Sonora Union High School District. The point of contact regarding implementation and administration of the CCAP shall be the Vice President for Instruction, or designee, at Columbia College, and the Principal, or designee, at Sonora High School.

f. Employer of Record

YCCD shall be the employer of record for purposes of assignment monitoring and reporting.

g. Teacher Quality Mandates

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

IV. CERTIFICATIONS

YCCD shall insure that:

- a. 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
- b. 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
- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

SUHSD 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

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 Columbia College course that is required for the pupil's CCAP partnership program.
- b. YCCD shall limit enrollment in community college courses offered at the Sonora High School campus during the regular school day solely to eligible high school students.
- c. Yosemite Community College District 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)):
 - i. The units constitute no more than four community college courses per term,
 - ii. The units are part of an academic program that is part of a CCAP partnership agreement,
 - iii. 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 Partnership 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)]:
 - i. Student Representation Fee. EC § 76060.5
 - ii. Nonresident Tuition Fee. EC § 76140
 - iii. Transcript Fees. EC § 76223
 - iv. Course Enrollment Fees. EC § 76300
 - v. Health Services Fees

VII. STATE APPORTIONMENT

YCCD and SUHSD 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)

VIII. REPORTING

YCCD, in conjunction with SUHSD, shall report annually to the State 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

IX. CTE PROGRAMS

- a. YCCD, prior to establishing a vocational or occupational training program (career technical education programs) with SUHSD, 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

- 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.

- b. Facilities

SUHSD shall be responsible for the provision of the facilities for courses offered on the Sonora High School campus as part of this CCAP.

c. Books and Supplies

YCCD and SUHSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

d. Support Services

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

Table #1: Responsibilities under YCCD and SUHSD CCAP Partnership Agreement

	Columbia College	Sonora Union High School	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on the Sonora High School campus during the school day in SUHSD facilities.
Instruction and Educational Program	x		CCAP participants will take Columbia College courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Books		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 for providing books, supplies, materials and equipment prior to offering the course. In most instances instruction shall be provided by the college and books shall be provided by the high school. No CCAP course shall be offered without prior agreement between the college and high school as to which organization shall be responsible for the provision of the textbooks, supplies, materials, and equipment needed by participants in the course.
Counseling and Guidance	x	x	Columbia College and Sonora High School shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Columbia College and Sonora High School shall collaborate to provide CCAP participants with appropriate assessment and placement services.

Tutoring	x		Columbia college shall be responsible for the provision of tutoring for college courses when appropriate.
----------	---	--	---

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Sonora High campus through registration conducted on site at Sonora High School with support from Columbia College personnel. CCAP students will be granted level 3 priority registration and may also enroll in additional college courses held outside of the normal school day (exp. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between Columbia College and Sonora Union High School District.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. SUHSD 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 Sonora 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 SUHSD to arrange additional instruction if required.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student behavior as described under Yosemite Community College District 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 college faculty shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session they shall notify the Sonora High School principal or principal's designee immediately.

XII. CANCELLATION AND TERMINATION

The following agreement may be canceled by written notification from either district to the other district. Should the cancellation be made during a period when a CCAP course is being offered the cancellation will take effect prior to the subsequent term.

XIII. INSTRUCTION FOR APPORTIONMENT

YCCD shall provide documentation that instruction claimed for apportionment under this agreement/contract is under the immediate supervision and control of an employee of the 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, the district shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by the college or community college district 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.

XIV. MINIMUM QUALIFICATIONS

Yosemite Community College District shall ensure that minimum qualifications for instructors teaching agreement / contract courses and instructor qualifications are consistent with requirements in other similar courses given by the college or community college district. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at Sonora 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, § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes. Cal. Code Regs., Title 5, § 51006,

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).

XVI. 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 SUHSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVII. 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.

XVIII. DISTRICT BOUNDARIES


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

XIX. 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..

XX. ACCESS AND ACCOMMODATIONS

Upon identifying themselves to the instructor and the college, students with disabilities shall receive reasonable accommodation for learning and evaluation.


Teresa Scott, Executive Vice Chancellor
Yosemite Community College District

2-1-17
Date


Sonora Union High School District

2-8-17
Date

**College and Careers Access Pathways Partnership Agreement between
Yosemite Community College District and Summerville Union High School District**

Agreement No: 002

Dated: 1/30/2017

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,

And 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,

And 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,

The Yosemite Community College District (YCCD) and Summerville Union High School District (SUHSD) have entered into the following agreement.

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 Partnership Agreement which shall govern the partnership.

In adopting this CCAP Partnership Agreement, the governing boards of the Yosemite Community College District and the Summerville Union High School District, certify compliance with the following regulations required for the adoption of a CCAP Partnership Agreement:

- CCAP Partnership agreements shall be presented as an informational item at an open public meeting of each governing board EC § 76004(b).

- 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 AB 288 CCAP Partnership Agreement.

Furthermore, the governing boards of Yosemite Community College District and Summerville Union High School District agree that a copy of this CCAP Partnership Agreement shall be filed with the Chancellor's Office of the California Community Colleges, with the understanding that the Chancellor of the California Community Colleges may void this CCAP Partnership Agreement if it is determined to not comply with the intent of the requirements of EC § 76004.

III. TERMS

a. Number of students served

Under this partnership agreement a maximum of 150 Summerville High School students will be served annually, with the college claiming a maximum of 30 FTES annually.

b. Assessment of students

The assessment of the pupil's ability to benefit from participation in courses offered under the agreement shall be made by the Summerville High School principal or the principal's designee. 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. Furthermore, Yosemite Community College District reserves the right to require that students participating in the CCAP meet the course prerequisites or co-requisites, as described in the college catalog, for courses included in the CCAP.

c. Course Offerings

The courses to be offered shall include college readiness, career and technical education, general education, and transfer pathway courses. Courses shall be offered on the Summerville High School campus during the school day. The courses which may be offered under this agreement include:

Guidance courses as needed to assist with college readiness and skills development, including:

1. GUIDE 11– Occupational Exploration
2. GUIDE 18 – Life Skills for Higher Education
3. GUIDE 100 – College Success
4. GUIDE 107 – Orientation to College
5. GUIDE 108 – Guidance for Career Technical Education

Career Technical Education (CTE) courses which are part of a degree or certificate outlined in the Columbia College Catalog and are considered core requirements for a specific CTE area including:

1. CHILD 1 – Child Growth and Development (C-ID CDEV 100)
2. CCTIS 4 – Windows Operating System Essentials
3. CCTDM 10 – Introduction to HTML and CSS
4. CCTDM 12 – Website Development Applications

5. CCTDM 14 – Advanced Topics in Website Development
6. EMS 4 – Emergency Medical Technician Training
7. EMS 10 – Outdoor Emergency Care Training
8. EMS 12 – Pre-paramedic Training
9. EMS 153 – CPR and Basic First Aid
10. EMS 157 – Emergency Medical Responder and CPR
11. FIRE 1 – Fire Protection Organization
12. FIRE 2 – Fire Prevention Technology
13. FNR 1 – Environmental Conservation
14. FNR 2 – Introduction to Forestry
15. FNR 61 – Introduction to Water Resource Management
16. FNR 63 – Water for Consumption
17. HPMGT 102 – Introduction to Hospitality Careers and Human Relations
18. HPMGT 104 – Hospitality Laws and Regulations
19. HPMGT 112 – Front Office Management/Hotel Catering
20. HPMGT 120 – Safety and Sanitation
21. OFTEC 50 – Medical Terminology
22. OFTEC 152A – Medical Billing and Coding
23. OFTEC 152B – Medical Coding II

General education breadth courses needed for an AA or AS degree which also satisfy CSU and UC system transfer pathways as denoted in the Columbia College Catalog for areas A through E, including:

1. ANTHR 1 – Biological Anthropology (C-ID ANTHR 110)
2. ART 11 – History of Art: Ancient and Medieval (C-ID ARTH 110)
3. ART 12 – History of Art: Renaissance, Baroque, and Modern (C-ID ARTH 120)
4. BIOL 50 – Nutrition (C-ID NUTR 110)
5. ESC 1 – Energy: Uses and Alternatives
6. ESC 10 – Environmental Geology (C-ID GEOL 130)
7. ESC 22 – Historical Geology (C-ID GEOL 110)
8. ESC 40 – Descriptive Astronomy
9. HHP 3 – Introduction to Kinesiology (C-ID KIN 100)
10. HHP 62 – Safety and First Aid Education (C-ID KIN 101)
11. MUSIC 2 – Introduction to Music (C-ID MUS 100)
12. MUSIC 10 – Survey of Music and Literature: Ancient to 1750
13. MUSIC 11 – Survey of Music and Literature: 1750 to Present
14. MUSIC 12 – American Popular Music: Blues and Jazz to Rock 'n' Roll
15. PHILO 1 – Introduction to Philosophy (C-ID PHIL 100)
16. PSYCH 1 – General Psychology (C-ID PSY 110)
17. SIGN 40A – ASL: Beginning Communication with the Deaf
18. SIGN 40B – ASL: Elementary Communication with the Deaf
19. SOCIO 1 – Introduction to Sociology (C-ID SOCI 110)
20. SPCOM 1 – Introduction to Public Speaking (C-ID COMM 110)

d. Information Sharing

YCCD shall provide SUHSD 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. SUHSD shall provide YCCD with transcripts for all students participating in the CCAP and high school graduation rates among students participating in the CCAP.

e. Points of Contact

The point of contact regarding the provisions of this agreement, for the YCCD, shall be the YCCD Executive Vice Chancellor. The point of contact regarding the provisions of this agreement, for Summerville Union High School District, shall be the Superintendent of Summerville Union High School District. The point of contact regarding implementation and administration of the CCAP shall be the Vice President for Instruction, or designee, at Columbia College, and the Principal, or designee, at Summerville High School.

f. Employer of Record

YCCD shall be the employer of record for purposes of assignment monitoring and reporting.

g. Teacher Quality Mandates

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

IV. CERTIFICATIONS

YCCD shall insure that:

- a. 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
- b. 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
- c. that a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus
- d. that a community college course that is oversubscribed or has a waiting list shall not be offered in the AB 288 CCAP Partnership Agreement

SUHSD 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

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 Columbia College course that is required for the pupil's CCAP partnership program.
- b. YCCD shall limit enrollment in community college courses offered at the Summerville High School campus during the regular school day solely to eligible high school students.
- c. Yosemite Community College District 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)):
 - i. The units constitute no more than four community college courses per term,
 - ii. The units are part of an academic program that is part of a CCAP partnership agreement,
 - iii. 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 Partnership 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)]:
 - i. Student Representation Fee. EC § 76060.5
 - ii. Nonresident Tuition Fee. EC § 76140
 - iii. Transcript Fees. EC § 76223
 - iv. Course Enrollment Fees. EC § 76300
 - v. Health Services Fees

VII. STATE APPORTIONMENT

YCCD and SUHSD 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)

VIII. REPORTING

YCCD, in conjunction with SUHSD, shall report annually to the State 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

IX. CTE PROGRAMS

- a. YCCD, prior to establishing a vocational or occupational training program (career technical education programs) with SUHSD, 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

- 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.

- b. Facilities

SUHSD shall be responsible for the provision of the facilities for courses offered on the Summerville High School campus as part of this CCAP.

c. Books and Supplies

YCCD and SUHSD shall agree on how books and supplies will be provided for a CCAP course prior to offering such a course.

d. Support Services

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

Table #1: Responsibilities under YCCD and SUHSD CCAP Partnership Agreement

	Columbia College	Summerville Union High School	Explanation
Facilities		x	In addition to their high school coursework, CCAP participants will have the opportunity to take college coursework on the Summerville High School campus during the school day in SUHSD facilities.
Instruction and Educational Program	x		CCAP participants will take Columbia College courses which shall include college readiness, career and technical education, general education, and transfer pathway courses.
Books		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 for providing books, supplies, materials and equipment prior to offering the course. In most instances instruction shall be provided by the college and books shall be provided by the high school. No CCAP course shall be offered without prior agreement between the college and high school as to which organization shall be responsible for the provision of the textbooks, supplies, materials, and equipment needed by participants in the course.
Counseling and Guidance	x	x	Columbia College and Summerville High School shall collaborate to provide CCAP participants with appropriate counseling and guidance.
Assessment and Placement	x	x	Columbia College and Summerville High School shall collaborate to provide CCAP participants with appropriate assessment and placement services.

Tutoring	x		Columbia college shall be responsible for the provision of tutoring for college courses when appropriate.
----------	---	--	---

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Summerville High campus through registration conducted on site at Summerville High School. CCAP students will be granted level 3 priority registration and may also enroll in additional college courses held outside of the normal school day (exp. online courses, summer school courses).

b. Class Hours

The timing of the courses shall be set by mutual agreement between Columbia College and Summerville Union High School District.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. SUHSD 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 Summerville 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 SUHSD to arrange additional instruction if required.

e. Conduct and Discipline

CCAP participants shall comply with the standards of student behavior as described under Yosemite Community College District 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 college faculty shall be responsible for discipline within the classroom. Should the instructor need to remove a student from a class session they shall notify the Summerville High School principal or principal's designee immediately.

XII. CANCELLATION AND TERMINATION

The following agreement may be canceled by written notification from either district to the other district. Should the cancellation be made during a period when a CCAP course is being offered the cancellation will take effect prior to the subsequent term.

XIII. INSTRUCTION FOR APPORTIONMENT

YCCD shall provide documentation that instruction claimed for apportionment under this agreement/contract is under the immediate supervision and control of an employee of the 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, the district shall have an additional written agreement/contract with each instructor requiring student attendance and FTES be reported by the instructor as required by the college or community college district 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.

XIV. MINIMUM QUALIFICATIONS

Yosemite Community College District shall ensure that minimum qualifications for instructors teaching agreement / contract courses and instructor qualifications are consistent with requirements in other similar courses given by the college or community college district. Cal. Code Regs., Title 5, § 53410.

XV. PUBLIC ACCESS

The districts acknowledge that enrollment in the courses described in this CCAP partnership agreement, which are offered during the school day at Summerville 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, § 55005) along with a description of the course and information about whether the course is offered for credit and is transferable must be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes. Cal. Code Regs., Title 5, § 51006,

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).

XVI. 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 SUHSD. Cal. Code Regs., Title 5, § 55021; 55040; 58030.

XVII. 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.

XVIII. DISTRICT BOUNDARIES

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

XIX. 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..

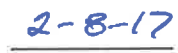
XX. ACCESS AND ACCOMMODATIONS

Upon identifying themselves to the instructor and the college, students with disabilities shall receive reasonable accommodation for learning and evaluation.


Teresa Scott, Executive Vice Chancellor
Yosemite Community College District


Date


Summerville Union High School District


Date

