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 Modesto City Schools (MCS) have entered into the following agreement.

II. LEGAL AUTHORITY AND ADOPTION

Assembly Bill 288 authorizes a community college district and a high 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 Modesto City Schools, 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 Modesto City Schools 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 up to a maximum of 500 Modesto City School students will be served annually, with the college claiming up to a maximum of 70 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 Modesto City Schools 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. Pathway/Course Offerings

*Additional pathway/course offerings may be considered, including those from CSU/IGETC GE and CTE course lists.

The courses to be offered shall include college readiness, career and technical education, general education, basic skills, and transfer pathway courses. Courses shall be offered on one or more Modesto City Schools campuses during the school day. The pathways which may be offered under this agreement include:

Career Technical Education (CTE) pathway courses which are part of a degree or certificate outlined in the Modesto Junior College Catalog and are considered core requirements for a specific CTE area including (see Degrees, Certificates, and Skills Recognition Offered at MJC for a complete list):

1. Electronics Technology
2. Emergency Medical Service
3. Fire Science
4. Maintenance Machinist
5. Office Support
6. Welding: Manufacturing Technology

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

1. Guide 111 – Career Exploration (1 unit)
2. Comm 100 - Fundamentals of Public Speaking (3 units; C-ID# Comm 110)
3. Art 160 – Appreciation of Art (3 units)
4. Musg 101 – Music Appreciation (3 units; C-ID# Mus 100)
5. Math 89 (or equivalent) – Intermediate Algebra Essentials (4 units)
6. English 45 (or equivalent) – Accelerated Reading, Writing, and Reasoning (6 units)
7. Colsk 100 - *College Skills 100 (3 units)
   *Taken the summer after high school graduation at Modesto Junior College

Math Basic Skills+

1. Math 10 – Introduction to Mathematics (4 units)
2. Math 20 – Pre-algebra (5 units)
3. Math 70 (or equivalent) – Elementary Algebra (5 units)
4. Math 89 (or equivalent) – Intermediate Algebra Essentials (4 units)
5. Socio 101 – Introduction to Sociology (3 units; C-ID# Soci 110)
6. Guide 111 – Career Exploration (1 unit)

YCCD shall provide MCS 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. MCS 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, Teresa M. Scott. The point of contact regarding the provisions of this agreement, for Modesto City Schools, shall be the Senior Director of Educational Services, Modesto City Schools, Thorsten Harrison. The point of contact regarding implementation and administration of the CCAP shall be the Vice President for Instruction, or designee, at Modesto Junior College, James Todd, and the Principal, or designee, at one or more high school sites of Modesto City Schools. The following is specific contact information:
f. Employer of Record

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

g. Teacher Quality Mandates

Modesto City Schools 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

MCS 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 Modesto Junior College course that is required for the pupil’s CCAP partnership program.

b. YCCD shall limit enrollment in community college courses offered at one or more Modesto City Schools high school campuses 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 MCS 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 MCS, 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 MCS, 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

MCS shall be responsible for the provision of the facilities for courses offered on one or more Modesto City Schools campuses as part of this CCAP.

c. Books and Supplies

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

d. Support Services

MCS 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>
<thead>
<tr>
<th>Table #1: Responsibilities under YCCD and MCS CCAP Partnership Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Instruction and Educational Program</td>
</tr>
<tr>
<td>Books</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Counseling and Guidance</th>
<th>x</th>
<th>x</th>
<th>Modesto Junior College and Modesto City Schools shall collaborate to provide CCAP participants with appropriate counseling and guidance.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment and Placement</td>
<td>x</td>
<td>x</td>
<td>Modesto Junior College and Modesto City Schools high schools shall collaborate to provide CCAP participants with appropriate assessment and placement services.</td>
</tr>
<tr>
<td>Tutoring</td>
<td>x</td>
<td></td>
<td>Modesto Junior College shall be responsible for the provision of tutoring for college courses when appropriate.</td>
</tr>
</tbody>
</table>

XI. PROCEDURES, TERMS, AND CONDITIONS

a. Enrollment Process and Period

Students will be added to the CCAP courses held on the Modesto City Schools campuses through registration conducted on site at Modesto City Schools campuses. 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 Modesto Junior College and Modesto City Schools.

c. Evaluation of Students

College faculty instructing the course shall be responsible for the supervision and evaluation of the students. MCS 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 one or more Modesto City Schools high school campuses; 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 MCS 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 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 principal or principal’s designee at the appropriate Modesto City Schools high school campus 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.
c. To claim Average Daily Attendance (ADA) for K12 funding, the K12 district must determine how many instructional minutes a student is offered and scheduled for, as well as that student’s attendance during the K12 school. If a high school student has been scheduled for the minimum instructional minutes per day under the immediate supervision and control of a certificated employee of the school district and has been offered a full schedule, the district may claim attendance towards apportionment for that student for each day the student attends at least some part of the instructional day at the high school. If that student then goes to a college course that meets the requirements to claim Full Time Equivalent Student (FTES), the college may also claim full apportionment for that student in that college course.

More information on apportionment is available here:

- The Budgeting and Funding sections of the Career Ladders Project Toolkit, Frequently Asked Questions: http://www.careerladdersproject.org/areas-of-focus/pathways/cccode/
- Interview with Wendi McCaskill on Instructional Minutes: http://www.careerladdersproject.org/wp-content/uploads/2015/12/FC1_Wendi-McCaskill_Interview_DETOOLS.pdf

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 one or more Modesto City Schools high school campuses, 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.
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 MCS. 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 MCS 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.

XXI. HOLD HARMLESS AGREEMENT AND INSURANCE

a. To the fullest extent permitted by law, YCCD shall indemnify and hold harmless MCS, its directors, officers and employees, from any and all liability claims, damages, costs and expenses, including attorney’s fees, caused by or resulting from the negligent or intentional acts or omissions of YCCD or any of YCCD’s employees. MCS shall indemnify and hold harmless YCCD, its directors, officers, and employees, from any and all liability, claims, damages, costs and expenses, including attorney’s fees, caused by or resulting from the negligent or intentional acts or omissions of MCS or any of MCS’s employees. Neither party shall cover any negligent acts or omissions of the other. In the event of any such claim is made, or suit filed, both Parties shall give the other prompt written notice thereof, and each shall have the right to defend or settle. A Party that intends to seek an indemnity or hold harmless from the other Party shall notify the other Party in writing thereof, and within a reasonable time after the Party knows or becomes aware of any claim arising out of, resulting from or relating to this Agreement that may or has resulted in a loss, describing (if known or determinable) the pertinent circumstances, all entities and persons involved, and the amount(s) being claimed, and shall not settle or resolve the claim until it has notified the other Party of the claim in accordance with the provisions of this subsection and given the other Party an opportunity to participate in and consent to the settlement or resolution of the claim, which consent the other Party shall not unreasonably withhold.

b. Without limiting the above indemnification provision and during the term of this Agreement, MCS shall obtain and maintain, and shall require their subcontractors to obtain and maintain, liability insurance coverage in the amount of not less than one million dollars ($1,000,000.00) to cover any classroom incident, accident, or illness. Each Party’s insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party’s own expense.

c. MCS agrees to provide a Certificate of Insurance verifying liability coverage in the amount of one million dollars. YCCD and MCS agree to add and include each other’s officials, officers, employees, agents and volunteers as an additionally insured in each other’s general liability insurance coverage, throughout the term of this Agreement. Each Party shall provide written notice to the other of any change to said coverage.

d. The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the
filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

ACCEPTED AND AGREED TO:

__________________________________________________________ ____________________

Pamela Able, Superintendent Date
Modesto City Schools

______________________________

Teresa M. Scott, Executive Vice Chancellor Date
Yosemite Community College District