

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2021-2022**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between ~~Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (“MPCCD”),~~ on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940, and Salinas Union High School District hereinafter known as “SCHOOL DISTRICT.” MPCCD and SCHOOL DISTRICT may collectively be referred to herein as the “Parties” or individually as “Party.”

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 ~~Monterey Peninsula Community College District~~MPCCD; 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, SCHOOL DISTRICT is a public school district serving grades 7-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Education Code section 76004, ~~subd. (e)~~Sec. 2 (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of ~~AB 288~~Education Code section 76004, 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.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) §~~Sec. 1, subd. (d)~~; and ~~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.;

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2021 and ending on June 30, 2022, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 2019 of this CCAP Agreement.

1.2 This CCAP Agreement outlines the terms of the ~~a~~Agreement between the Parties. 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-COLLEGEcollege district~~ for those students; the scope, nature, time, location, and listing of ~~community-college~~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~~SCHOOL DISTRICT pupils to enroll in ~~community-college~~COLLEGE courses. ~~Sec. 2 (c)(1)~~(Ed. Code, § 76004, subd. (c)(1).)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the ~~participating community-Ce~~COLLEGE~~college district~~ and ~~Ss~~SCHOOL DISTRICT~~chool district partner~~. ~~Sec. 2 (c)(2)~~(Ed. Code, § 76004, subd. (c)(2).)

1.4 A copy of this ~~e-COLLEGE AND SCHOOL DISTRICT~~ CCAP Agreement shall be filed with the ~~O~~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)~~(Ed. Code, § 76004, subd. (c)(3).)

1.5 COLLEGE and SCHOOL DISTRICT shall each present, take comments from the public on, and approve or disapprove ~~the dual enrollment partnership agreement~~this CCAP Agreement at an open public meeting. (Ed. Code, § 76004, subd. (b)(2).)

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement

shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. (Ed. Code, § 76004, subd. (a).) All ~~community college~~COLLEGE courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD 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)~~

2.2~~3~~ Pupil or Student - A resident or nonresident student attending high school in California. ~~SCHOOL DISTRICT High school~~ pupils enrolled in a course offered through ~~this~~a CCAP partnership shall not be assessed any fee that is prohibited by Education Code section 4901-1. (Ed. Code, § 76004, subd. (f).)

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - ~~High school~~SCHOOL DISTRICT 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.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) Sec. 1, subd. (d).) ~~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 may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
 - 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement (“Participating Students”) shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD 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 CCAP Agreement 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~~ COLLEGE course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code sSection 11300 and consistent with middle college high school provisions in Education Code sSection 76001. ~~Sec. 2 (3)(g)~~(Ed. Code, § 76004, subd. (g)(1).)
 - 3.6 ~~As part of a CCAP Agreement, a participating community college district~~ COLLEGE shall not provide physical education course opportunities to ~~high school~~ SCHOOL DISTRICT 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)~~(Ed. Code, § 76004, subd. (d).)
-

3.7 ~~Certain s~~Students participating in a ~~CCAP Agreement Courses~~ may enroll in up to a maximum of 15 units per term per conditions specified in ~~AB-288, Sec. 2 Education Code section 76004(p)(1)(2)(3)~~ (“Special Part-Time Students”). 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 ~~this~~ ~~CCAP Agreement~~ designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating ~~as part of a~~ ~~in~~ ~~CCAP Agreement Courses~~ no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code ~~sections~~ §§ 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, including liability and medical care coverage requirements, if any.

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.

4.4 COLLEGE admission and registration requires that each ~~P~~participating ~~S~~student has completed the COLLEGE enrollment application process.

~~4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)~~

5. PARTICIPATING STUDENTS

5.1 A ~~high school~~SCHOOL DISTRICT student enrolled in a ~~course offered through a~~ ~~CCAP Agreement Courses~~ shall not be assessed any fee that is prohibited by Education Code ~~s~~Sections 49011. ~~See also Sec. 2 (f)(q).~~(Ed.

Code, § 76004, subd. (f.) ~~The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article~~MPCCD shall exempt ~~Sspecial Ppart-Ttime Sstudents described in subdivision (p)~~participating in CCAP Agreement Courses from the fee requirements in Education Code ~~sSections~~ 76060.5, ~~76140,~~76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subd. (q).)

- 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 ~~CCAP Agreement Appendix to this Agreement~~. Costs will be borne by SCHOOL DISTRICT.
 - 5.3 Participating ~~S~~students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
 - 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
 - 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
 - 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to ~~P~~participating ~~S~~students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
 - 5.7 ~~COLLEGE shall ensure that additional support is available to students with disabilities.~~ ~~The SCHOOL DISTRICT and MPCCD hereby represent and warrant that they will satisfy their~~ ~~respective obligations pursuant to state and federal law regarding students with disabilities who enroll in CCAP Agreement Courses.~~ ~~Participating students at the COLLEGE must be deemed eligible for~~
-

~~services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.~~

- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the MPCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.¶

6. CCAP AGREEMENT COURSES

- 6.1 ~~A COLLEGE~~ may limit enrollment in a ~~community college~~ COLLEGE course solely to eligible ~~high school~~ SCHOOL DISTRICT students if the course is offered at a ~~high school~~ SCHOOL DISTRICT campus during the regular school day and the ~~community college~~ COLLEGE course is offered pursuant to ~~this~~ CCAP Agreement. ~~Sec. 2 (o)(1)~~ (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the courses solely to ~~high school~~ SCHOOL DISTRICT students. ~~Sec. 2 (o)(1)~~ (~~Sec~~ Ed. Code, § 76004, subd. (o)(1).)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of ~~this~~ CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by ~~a COLLEGE~~ shall ~~first~~ be determined by COLLEGE with the approval of the Governing Board and will be recorded in the ~~Appendix to this CCAP Agreement~~ Appendix. ~~Sec. 2 (c)(1)~~ (Ed. Code, § 76004, subd. (c)(1).)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved by ~~the Parties~~.
- 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 ~~the~~ COLLEGE campus and shall be in compliance with MPCCD 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.

- 6.8 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.
 - 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors ~~are~~ shall be part of an approved Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT as required by MPCCD Business Procedures.
 - 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD 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.
 - 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.
 - 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
 - 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.
-

- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors teaching COLLEGE courses, including those who are SCHOOL DISTRICT employees.
- 6.15 Degree and Certificate programs that are included in this 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.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide instructional support and preparation that will allow students to meet college level requirements for COLLEGE courses.
- 6.17 To the extent that the Parties offer career technical education pathways pursuant to this CCAP Agreement, COLLEGE and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The COLLEGE and SCHOOL DISTRICT governing boards shall have final decision-making authority regarding the career technical education pathways to be provided pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (b)(1).)
- 6.18 Any remedial course taught by COLLEGE instructors at a SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between COLLEGE and SCHOOL DISTRICT instructors to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)

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 of the California Code of Regulations, Sections 53410 and 58060 or as amended.
- 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)~~(Ed. Code, § 76004, subd. (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)~~(Ed. Code, § 76004, subd. (m)(2).)
- 7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement, alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL
-

DISTRICT may abandon or assign their obligations under the law, including Title IX.

- 7.5 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.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code section§ 45125 and/or Education Code sSection 87013 as amended and the tuberculosis testing and risk assessment requirements of ~~California~~ Health and Safety Code section§ 121525 and/or Education Code sSection 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code sSections 87405, et seq. when the COLLEGE is designated the employer of record.
- 7.7 COLLEGE and SCHOOL DISTRICT instructors ~~Faculty~~ will complete all mandatory training regarding the CCAP Agreement Courses as required by the employer of record.
- 7.8 Prior to teaching, ~~faculty~~ instructors 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.
- 7.9 Prior to teaching, ~~faculty~~ instructors provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.
- 7.10 ~~Faculty~~ Instructors provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of ~~the contract~~ this CCAP Agreement and shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to, addressing course content, course delivery, assessment,

evaluation, and/or research and development in the field. Adjunct ~~faculty~~ ~~instructors~~ are not required to participate in these activities; however, they are encouraged to participate.

- 7.11 Performance of ~~faculty members~~ ~~instructors~~ employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where ~~a faculty member~~ ~~an instructor~~ is employed by the SCHOOL DISTRICT to teach ~~AB288~~ ~~courses~~ pursuant to this CCAP Agreement, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement ~~to be developed~~ between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association ~~(MPCTA)~~ is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 The COLLEGE may select instructors from ~~the SCHOOL DISTRICT to be~~ ~~instructors of record for certain COLLEGE courses offered as CCAP Agreement~~ ~~Courses~~ ~~personnel~~. SCHOOL DISTRICT ~~personnel~~ ~~instructors~~ who are selected ~~to be instructors~~ ~~by the COLLEGE~~ may remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the ~~college~~ ~~COLLEGE~~ course.
- 7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.

8. ADDITIONAL PERSONNEL AND VOLUNTEERS

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

- 8.2 ~~Personnel~~ COLLEGE and SCHOOL DISTRICT employees, excluding instructors (“Personnel”) ~~(including tutors and volunteers)~~ working with students shall comply with the fingerprinting requirements set forth in Education Code section § 45125 or as amended and the tuberculosis testing and risk assessment requirements of ~~California~~ Health and Safety Code section § 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 ~~Personnel~~ COLLEGE and SCHOOL DISTRICT Personnel and volunteers will complete mandatory training as required by the employer of record.

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~~ Appendix, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. ~~Sec. 2 (c)(2)~~(Ed. Code, § 76004, subd. (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)~~(Ed. Code, § 76004, subd. (c)(2).)
- 10.3 The COLLEGE will provide SCHOOL DISTRICT ~~P~~ersonnel, instructors, and volunteers with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.
- 10.4 The SCHOOL DISTRICT shall provide ~~P~~ersonnel and/or volunteers to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary to achieve the purposes of this CCAP Agreement.
- 10.5 The SCHOOL DISTRICT's ~~personnel~~employees will perform services specified in Section ~~109.4~~10.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT ~~personnel~~employees performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- ~~10.5 The SCHOOL DISTRICT's personnel will perform services specified in Section 10.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses. ¶~~
- 10.6 This CCAP Agreement requires an annual report as specified in the CCAP Agreement Appendix, to be submitted to the Office of the Chancellor of the California Community Colleges by ~~each participating~~COLLEGE and SCHOOL DISTRICT ~~on that~~ includes all of the following information: ~~Sec. 2 (t)(1)(A-D)~~
- (a) The total number of ~~high school~~SCHOOL DISTRICT students by school site enrolled in ~~each partnership~~CCAP Agreement Courses, aggregated by gender and ethnicity, and reported in compliance with all applicable state

and federal privacy laws. ~~Sec. 2 (t)(1)(A)~~(Ed. Code, § 76004, subd. (t)(1)(A).)

- (b) The total number of ~~community college~~COLLEGE courses by course category and type and by school site enrolled in by ~~CCAP partnership participants~~Participating Students. ~~Sec. 2 (t)(1)(B)~~(Ed. Code, § 76004, subd. (t)(1)(B).)
- (c) 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)~~(Ed. Code, § 76004, subd. (t)(1)(C).)
- (d) The total number of full-time equivalent students generated by CCAP partnership ~~community college district~~MPCCD participants. ~~Sec. 2 (t)(1)(D)~~(Ed. Code, § 76004, subd. (t)(1)(D).)
- (e) The total number of full-time equivalent MPCCD students served online pursuant to this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)

11. APPORTIONMENT

- 11.1 MPCCD shall include the students enrolled in a CCAP Agreement ~~C~~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~~if MPCCD ~~conducting~~ a closed course on a ~~high school~~SCHOOL DISTRICT campus, MPCCD shall be credited with those units of full-time equivalent students attributable to the attendance of eligible ~~high school~~SCHOOL DISTRICT pupils. ~~Sec. 2 (o)(2)~~(Ed. Code, § 76004, subd. (o)(2).)
- 11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. ~~Sec. 2 (r)~~(Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a ~~high school~~SCHOOL DISTRICT pupil at ~~a community college~~the COLLEGE as a ~~special part-time or full-time student pursuant to this section~~Participating Student is authorized attendance for which the ~~community college~~COLLEGE shall be credited or reimbursed pursuant to Education Code ~~s~~Section 48802 or 76002, provided that no school district has received

reimbursement for the same instructional activity. ~~Sec. 2 (s)~~(Ed. Code, § 76004, subd. (s)(1).)

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 MPCCD 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 MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in ~~community college~~ COLLEGE course(s) under this CCAP Agreement.
- 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 Education Code ~~section~~§ 87010 or as amended, or any controlled substance offense as defined in Education Code ~~section~~§ 87011 or as amended. ~~Sec. 2 (h)~~(Ed. Code, § 76004, subd. (h).)
- 12.5 This CCAP Agreement certifies that any ~~community college~~ COLLEGE instructor teaching a course at the ~~partnering high school~~ a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing ~~high school~~ SCHOOL DISTRICT teacher teaching the same course on that ~~high school~~ campus. ~~Sec. 2 (i)~~(Ed. Code, § 76004, subd. (i).)
- 12.6 This CCAP Agreement certifies that a qualified ~~high school~~ SCHOOL DISTRICT ~~teacher~~ instructor teaching a course offered for college credit at a ~~high school~~ SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing ~~community college~~ COLLEGE ~~faculty member~~ instructor teaching the same course at the ~~partnering community college~~ COLLEGE's campus. ~~Sec. 2 (j)~~(Ed. Code, § 76004, subd. (j).)
- 12.7 The COLLEGE certifies that:
 - (a) A ~~community college~~ 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)~~(Ed. Code, § 76004, subd. (k)(1).)

- (b) A ~~community college~~ COLLEGE course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. ~~Sec. 2-(k)(2)~~(Ed. Code, § 76004, subd. (k)(2).)
- (c) The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Education Code sSection 66010.4, and that students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. ~~Sec. 2-(k)(3)~~(Ed. Code, § 76004, subd. (k)(3).)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE will comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the ~~teacher or faculty member~~instructor teaching a CCAP Agreement Course offered for high school credit. ~~Sec. 2-(l)~~(Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a ~~course(s) offered as part of this~~ CCAP Agreement Courses. 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.

15. REIMBURSEMENT

15.1 Upon approval of the CCAP Agreement by both the COLLEGE's and SCHOOL DISTRICT's governing boards, the COLLEGE and SCHOOL DISTRICT will develop and execute ~~sign~~ an Instructional Service Agreement to, among other items, formalize staff teaching assignments and reimbursement schedules.

16. FACILITIES

- 16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct ~~the~~ instruction pursuant to this CCAP Agreement and do so without charge to MPCCD 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.
- 16.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The Parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.
- 16.3 The COLLEGE facilities may be used subject to mutually agreement by the Parties as ~~expressed set forth~~ in the ~~Appendix to this CCAP Agreement~~ Appendix.

17. INDEMNIFICATION

- 17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD 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 CCAP 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.
- 17.2 The MPCCD 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 MPCCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend

to all claims and losses that arise from the negligence of the MPCCD and COLLEGE and their officers, employees, independent contractors, subcontractors, agents and other representatives.

18. INSURANCE

18.1 The SCHOOL DISTRICT, in order to protect the MPCCD, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 and MPCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.

18.2 MPCCD, in order to protect the SCHOOL DISTRICT, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.

18.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its ~~personnel~~employees 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~~employees made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, 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~~employees connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-School-DistrictSCHOOL DISTRICT ~~personnel~~employees who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD 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.

20. TERMINATION

20.1 Either Party may terminate this CCAP 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 CCAP Agreement shall be addressed to the responsible person listed in Section 21 below.

21. NOTICES

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

MPCCD/COLLEGE
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940

Attn: Laurence E. Walker, Vice President of Student Services

SCHOOL DISTRICT

Salinas Union High School District

431 W. Alisal St

Salinas, CA 93901

Attn: Robert Appel, K-12 Pathways Coordinator

22. INTEGRATION

22.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCAP 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 CCAP 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 MPCCD, 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 ~~__February~~ 2021

By:

SCHOOL DISTRICT



By:

Monterey Peninsula COMMUNITY COLLEGE DISTRICT

By:



COLLEGE

~~Note: All referenced Sections from AB 288 (Education Code § 76004)~~

APPENDIX

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

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between ~~Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (“MPCCD”) on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940 and Salinas Unified Union High School District (“SCHOOL DISTRICT”); and:~~

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using this CCAP

Agreement Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of ~~high school~~SCHOOL DISTRICT students to be served and the total number of full-time equivalent students projected to be claimed by ~~the community college district~~MPCCD for those students; the scope, nature, time, location, and listing of ~~community college~~COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and ~~Sec. 2 (c)(1)~~

WHEREAS, ~~this~~ 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~~SCHOOL DISTRICT pupils to enroll in ~~community college~~COLLEGE courses (Ed. Code, § 76004, subd. (c)(1)); and ~~Sec. 2 (c)(1)~~

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code sSection 66010.4, and that pupils participating in ~~this~~ CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the ~~community college~~COLLEGE (Ed. Code, § 76004, subd. (k)(3)).; ~~Sec. 2 (k)(3)~~

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ~~ensure that each~~ hold one public (adoption) meetings ~~are held in the review and approval of~~ to review and approve this CCAP Agreement and shall receive public comment regarding this CCAP Agreement at such meetings. ~~Sec. 2 (b)~~(Ed. Code, § 76004, subd. (b)(2).)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California ~~C~~ommunity ~~C~~olleges and the California Department of Education prior to the start of the CCAP partnership. ~~Sec. 2 (c)(2)~~(Ed. Code, § 76004, subd. (c)(3).)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** of each year and follow the protocols set forth in (a) and (b) of this section with respect to each new or amended CCAP Agreement.
- d. MPCCD, COLLEGE and SCHOOL DISTRICT points of contact (Ed. Code, § 76004, subd. (c)(2));~~Sec. 2 (c)(2)~~

| LOCATION | NAME | TELEPHONE | EMAIL |
|----------------|---|----------------|--|
| MPCCD/COLLEGE: | Laurence E. Walker, Vice-President of Student Services | (831) 646-4191 | lwalker@mpc.edu |

| | | | |
|--|--|----------------------------|--|
| School District SCHOOL DISTRICT: | Robert Appel K-12 Pathway Coordinator | (831) 753-4209 ext 1218 | robert.appel@salinasuhdsd.org |
|--|--|----------------------------|--|

2. STUDENT SELECTION

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of ~~this~~ a CCAP Agreement (“Participating Students”) no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code ~~§§~~ sections 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of ~~high school~~ SCHOOL DISTRICT students in a CCAP Agreement ~~community college~~ COLLEGE course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of Assembly Bill 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [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)~~ (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d).)

- c. COLLEGE and SCHOOL DISTRICT shall certify that ~~SCHOOL DISTRICT P~~participating Sstudents will have a signed parental consent form on file with the COLLEGE. ~~Preamble and Sec. 2 (c)(1)~~(Ed. Code, § 76004, subd. (c)(1).) SCHOOL DISTRICT students will only be required to submit one parental consent form for the duration of each student²'s participation in this CCAP partnership.
- d. COLLEGE and SCHOOL DISTRICT shall certify that ~~participating~~ certain students (“Special Part-Time Students”) may enroll in up to a maximum of 15 units~~-load~~ per term pursuant to this CCAP Agreement, the units may not constitute more than four COLLEGE courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. (Ed. Code, § 76004, subd. (p).)~~Sec. 2 (p)(1-3)~~

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

- a. 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.

- 4. CCAP AGREEMENT PROGRAM YEAR FALL 2021 -** 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: 2021-2022

COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Salinas Union High School District

A-1 HIGH SCHOOL: Mission Trails ROP

EDUCATIONAL PROGRAM: Fire Protection Technology

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30

TOTAL PROJECTED FTES: 3

| COURSE NAME | COURSE NUMBER | UNITS | TERM | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
|--|---------------|-------|--------|------|------------|-------------|------------------------------------|------------------------------------|
| Principal of Emergency Services | FPTC 1 | 3 | Spring | TBD | TBD | High School | <input type="checkbox"/> CC [X] HS | <input type="checkbox"/> CC [X] HS |
| Principal of Fire and Emergency Services safety and Survival | FPTC 3 | 3 | Fall | TBD | TBD | High School | <input type="checkbox"/> CC [X] HS | <input type="checkbox"/> CC [X] HS |

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Ed. Code, § 76004, subd. (c)(1)); ~~Sec. 2(c)(1):~~

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned a Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE ~~faculty~~ **instructors** identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

~~Note: All referenced Sections from AB 288 (Education Code § 76004)~~ **A.2 BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SCHOOL DISTRICT students participating as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.

| COURSE NAME | TEXT | COST | OTHER INSTRUCTIONAL MATERIALS | COST |
|-------------|------|------|-------------------------------|------|
|-------------|------|------|-------------------------------|------|

| | | | | |
|--|---|----------|--|--|
| FPTC 1: Principal of Emergency Services | Intro to Fire Protection Edition: 5th ISBN: 9781284032987 Author: Klinoff Publisher: Jones & Bartlett Learning | \$133.25 | | |
| FPTC 3: Principal of Fire and Emergency Services Safety and Survival | FIREFIGHTER SAFETY & SURVIVAL (Second Edition)*, DELMAR Cengage Learning 2012, Don Zimmerman ISBN 978-1-284-03641-1 | \$140.00 | | |
| | | | | |

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership ~~community college district~~MPCCD participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement Course, which enrollment numbers shall be ~~are~~ aggregated by gender and ethnicity and reconciled on or before June 30 of each year and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the ~~O~~office of the Chancellor of the California Community Colleges. ~~Sec. 2 (t) (1)(A)~~(Ed. Code, § 76004, subd. (t)(1)(A).)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of ~~community college~~COLLEGE courses by category and type and by school site enrolled in by ~~this CCAP Agreement~~Participating Students. ~~Sec. 2 (t) (1)(B)~~(Ed. Code, § 76004, subd. (t)(1)(B).)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site, by Participating Students: ~~Sec. 2 (t)(1)(C)~~(Ed. Code, § 76004, subd. (t)(1)(C).)

- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. (Ed. Code, § 76004, subd. (t)(1)(D).) ~~Sec. 2 (t)(1)(D)~~
- f. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students served online generated by MPCCD participants in this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)
- g. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of Pparticipating Sstudent data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ~~ensure~~ implement operational protocols consistent with the collection of Pparticipating Sstudent data and the timely submission of the data.
- b. COLLEGE shall report all program and Pparticipating Sstudent data to the Ooffice of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in ~~the~~ CCAP Agreement Courses and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (“FERPA”), as set forth in 20 U.S.C. section § 1232g; ~~34 C.F.R.~~ Title 34, Code of Federal Regulations: Part 99, including the disclosure provisions of Title 34, Code of Federal Regulations section § 99.30 and state law as set forth in Education Code §§ sections 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.)

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

8. FACILITIES USE

- a. MPCCD ~~COLLEGE~~ and SCHOOL DISTRICT shall adhere to the terms outlined in Section 165, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 165.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities to the SCHOOL DISTRICT:

c.

| BUILDING | CLASSROOM | DAYS | | HOURS |
|----------|-----------|------|--|-------|
|----------|-----------|------|--|-------|

| | | | | |
|--------------------|-----|----------------|--|----------------|
| Mission Trails ROP | TBD | See days above | | See days above |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

~~Note: All referenced Sections from AB-288 (Education Code § 76004)~~