COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT FOR DUAL ENROLLMENT

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Chabot-Las Positas Community College District, located at 7600 Dublin Boulevard, 3rd Floor, Dublin, California 94568 ("CLPCCD"), and Tracy Unified School District, located at 1875 W. Lowell Avenue, Tracy, CA 95376 ("TUSD").

WHEREAS, the mission of CLPCCD and its colleges, Chabot College and Las Positas College, includes providing educational programs and services that are responsive to the needs of the students and communities within the boundaries of CLPCCD; 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, Las Positas College ("COLLEGE") desires to offer or expand dual enrollment opportunities for students served by TUSD; and

WHEREAS, CLPCCD and TUSD are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of 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" 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."

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, CLPCCD and its colleges;

NOW THEREFORE, CLPCCD and TUSD agree as follows:

1. TERM OF AGREEMENT
   1.1. The term of this CCAP Agreement shall begin on January 21, 2024, and ends when terminated in accordance with Section 19 of this CCAP Agreement. The CCAP Appendix to this Agreement, attached hereto and made a part of this CCAP Agreement, must be renewed annually each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement. Each and every renewed Appendix to this Agreement shall be mutually agreed upon by TUSD and CLPCCD and incorporated into this Agreement by this reference.
   1.2. This CCAP Agreement outlines terms and conditions as required by Education Code section 76004. 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 CLPCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
   1.3. The CCAP Agreement Appendix shall identify a point of contact for the CLPCCD, Las Positas COLLEGE, and for Tracy Unified School District.
   1.4. A copy of the CLPCCD and TUSD CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership.

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, preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the TUSD have been approved in accordance with the policies and guidelines of CLPCCD, Las Positas COLLEGE, and applicable law.
   2.2. Consistent with Education Code section 76004, 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.”

2.3. Pupil or Student - A resident or nonresident student attending high school in California. Effective January 1, 2014, Pursuant to SB 150, the concurrent enrollment in secondary school and community college nonresident tuition exemption: concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

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

3.1. Student Eligibility - Students are eligible 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" 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."

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 CLPCCD standards and policies.

3.3. College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CLPCCD 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 TUSD unless otherwise specified in the CCAP Agreement Appendix.

3.5. Priority Enrollment – the COLLEGE, as a participant in this CCAP Agreement, may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school

as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001.

3.6. As part of this CCAP Agreement, CLPCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.

3.7. Students participating in a CCAP partnership program may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.8. Minimum School Day – TUSD shall certify that it shall teach TUSD students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code 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 TUSD will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

4.3. TUSD agrees to assist the COLLEGE in the admission and registration of TUSD students as may be necessary and requested by COLLEGE.

4.4. TUSD, CLPCCD, and COLLEGE understand and agree that timely and complete student admission and registration is essential for a successful CCAP Agreement dual enrollment program.

4.5. COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

4.6. 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.

5. PARTICIPATING STUDENTS

5.1. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011.

The governing board of CLPCCD shall exempt students enrolling in the COLLEGE under this CCAP Agreement from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121, as required by Education Code section 76004(q).

5.2. The total cost of books and instructional materials for TUSD students who enroll in a course offered as part of this CCAP Agreement will be specified in the CCAP Agreement Appendix. Costs will be borne by TUSD. Participating students must meet all CLPCCD prerequisite requirements as established by the CLPCCD and COLLEGE as stated in the COLLEGE's catalog before enrolling in a course offered as part of this CCAP Agreement.

5.3. 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's catalog.

5.4. 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.

5.5. Students enrolled in COLLEGE's 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 TUSD. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. TUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at TUSD.

5.6. 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.

5.7. A course dropped by the CLPCCD deadline to drop the course "without a W" will not appear on the TUSD or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

6.1. COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement.

6.2. Courses offered as part of this CCAP Agreement at the COLLEGE may not limit TUSD student enrollment in the course.

6.3. COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational

program is offered on site at the TUSD or at the COLLEGE.

6.4. The scope, nature, time, location, and listing of courses offered by COLLEGE with the approval of CLPCCD and the Governing Board and will be recorded in the CCAP Agreement Appendix. Courses offered as part of this CCAP Agreement either at the COLLEGE or TUSD shall be jointly reviewed and approved.

6.5. Courses offered as part of this CCAP Agreement at the TUSD shall be of the same quality and rigor as those offered at COLLEGE and shall be in compliance with CLPCCD academic standards.

6.6. Courses offered as part of this CCAP Agreement at the TUSD shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

6.7. Courses offered as part of this CCAP Agreement at the TUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

6.8. Courses offered as part of this CCAP Agreement and taught by a TUSD instructor are part of, or shall be pursuant to, an approved Instructional Service Agreement as required by CLPCCD policies and procedures.

6.9. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to CLPCCD and Las Positas COLLEGE as well as any corresponding policies, practices, and requirements of the TUSD. In the event of a conflict between CLPCCD and/or COLLEGE course-related regulations, policies, procedures, prerequisites and standards and TUSD policies, practices and requirements, the CLPCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.10. Site visits and instructor evaluations by one or more representatives of the COLLEGE and or CLPCCD shall be permitted by the TUSD to ensure that courses offered as part of this CCAP Agreement in the TUSD are the same as the courses offered on the COLLEGE campus and in compliance with CLPCCD academic standards.

6.11. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with CLPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.

6.12. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with CLPCCD guidelines, policies, pertinent statutes, and regulations.

6.13. COLLEGE has the sole right to direct the instructional activities of all instructors, including those who are TUSD employees, pursuant to the terms of this CCAP Agreement.

6.14. CLPCCD, COLLEGE and TUSD certify that any remedial course taught by COLLEGE faculty at a partnering high school campus shall be offered only to

high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve collaborative effort between the TUSD and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

7. INSTRUCTOR(S)
   7.1. All instructors teaching COLLEGE's courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Sections 53410 and 58060 of Title 5 of the California Code of Regulations, and be hired by the CLPCCD.
   7.2. The CCAP Agreement Appendix shall specify which participating TUSD or COLLEGE will be the employer of record for sole and limited purposes of assignment monitoring and reporting to the county office of education.
   7.3. This CCAP Agreement specifies the TUSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
   7.4. Instructors who teach COLLEGE's courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
   7.5. Instructors who teach COLLEGE's courses at TUSD shall comply with the fingerprinting requirements set forth in Education Code section 45125.1, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code section 49406. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a TUSD site.
   7.6. Prior to teaching, faculty provided by the TUSD shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

7.7. Faculty provided by the TUSD will participate in professional development activities sponsored by COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.8. Faculty performance shall be evaluated by COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of CLPCCD.

7.9. COLLEGE may select instructors from TUSD personnel. TUSD personnel selected to be instructors remain employees of the TUSD, subject to the authority of the TUSD, but will also be subject to the direction of CLPCCD specifically with regard to instruction and assessment provided for the COLLEGE courses.

7.10. COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by CLPCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the TUSD's high schools shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

8.2. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the TUSD shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the TUSD shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

8.4. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the TUSD shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1. CLPCCD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact for COLLEGE and TUSD to facilitate and coordinate as to this agreement in conformity with CLPCCD policies and standards.

9.2. COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to

facilitate coordination and cooperation between COLLEGE and TUSD in conformity with CLPCCD policies and standards.

9.3. TUSD 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 TUSD and COLLEGE in conformity with TUSD policies and standards.

9.4. COLLEGE will provide TUSD personnel 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 CLPCCD policy and COLLEGE procedures and academic standards.

9.5. The TUSD shall provide personnel 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.

9.6. The TUSD's personnel will perform services specified in 9.5 as part of their regular assignment. TUSD personnel performing these services will be employees of TUSD, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of Las Positas COLLEGE, specifically with regard to the provision of instruction and assessment pertaining to the COLLEGE courses.

9.7. This CCAP Agreement requires completion and submission of an annual report, as specified in the Appendix, to the Office of the Chancellor of the California Community Colleges by COLLEGE and TUSD on all the following information:

A. The total number of high school students by school site enrolled in this CCAP Agreement 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 Agreement partnership participants.

C. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP Agreement partnership participants.

D. The total number of full-time equivalent students generated for CLPCCD by CCAP Agreement partnership participants.

10. APPORTIONMENT

10.1. CLPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

10.3. CLPCCD 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.

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

11. CERTIFICATIONS

11.1. TUSD certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2. CLPCCD 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.

11.3. TUSD agrees and acknowledges that CLPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

11.4. This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a TUSD campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.

11.5. This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

11.6. This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing Las Positas COLLEGE faculty member teaching the same course at the Las Positas COLLEGE campus.

11.7. COLLEGE certifies that:

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

11.8. This Agreement certifies that CLPCCD, TUSD and Las Positas COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit.

12. PROGRAM IMPROVEMENT

12.1. CLPCCD, COLLEGE and TUSD may annually conduct surveys of TUSD 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.

13. RECORDS

13.1. Permanent records of student attendance, grades and achievement will be maintained by TUSD for TUSD students who enroll in any course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

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

15. FACILITIES

15.1. TUSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to CLPCCD or students. TUSD agrees to clean, maintain, and safeguard TUSD's premises. TUSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2. TUSD will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all TUSD students. The parties understand that such equipment and materials are TUSD'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. TUSD understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.

15.3. COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

16.1. To the furthest extent permitted by California law, TUSD agrees to and shall indemnify, save and hold harmless COLLEGE and CLPCCD 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 TUSD's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of TUSD, its officers, employees, independent contractors, subcontractors, agents and other representatives.

16.2. To the furthest extent permitted by California law, CLPCCD agrees to and shall indemnify, save and hold harmless the TUSD 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 CLPCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of CLPCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

17.1. TUSD, in order to protect CLPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any

manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this 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 Las Positas COLLEGE and CLPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to Las Positas COLLEGE and to CLPCCD.

17.2. CLPCCD, in order to protect TUSD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this 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 TUSD and its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to TUSD.

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

for non-School District personnel who may serve as instructors or students who are not affiliated with the TUSD.

18. NON-DISCRIMINATION

18.1. Neither TUSD nor Las Positas COLLEGE and CLPCCD 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.

19. TERMINATION

19.1. 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 20 below.

20. NOTICES

20.1. 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:

CLPCCD
Chabot-Las Positas Community College District
7600 Dublin Boulevard, 3rd Floor
Dublin, CA 94568
Attn: Vice Chancellor, Educational Services

TUSD
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
Attn: Director, Adult and Career Technical Education

21. INTEGRATION

21.1. 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 Agreement.

22. MODIFICATION AND AMENDMENT

22.1. 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.

23. GOVERNING LAWS

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

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1. For locations outside the geographical service area boundaries of CLPCCD, CLPCCD and 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.

25. SEVERABILITY

25.1. 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.

26. COUNTERPARTS

26.1. 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: _____

By: _____

Robert Pecot, Ed.D., Superintendent
Tracy Unified School District

By: _____

Theresa Fleischer-Rowland, Vice-Chancellor
Chabot-Las Positas Community College District

APPENDIX

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

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Chabot-Las Positas Community College District ("CLPCCD"), located at 7600 Dublin Boulevard, 3rd Floor, Dublin, CA 94568, and Tracy Unified School District ("TUSD"), located at 1875 W. Lowell Avenue, Tracy, CA 95376, and

WHEREAS, CLPCCD and TUSD agree to record Las Positas Community College ("COLLEGE") and TUSD specific components of the CCAP Agreement using this Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

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

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4, and pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, CLPCCD, Las Positas COLLEGE and TUSD agree as follows:

1. CCAP AGREEMENT
    a. The governing board of CLPCCD, COLLEGE and TUSD, shall present, take comments from the public on, and approve or disapprove the dual enrollment partnership agreement at an open public meeting of the governing board.
    b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Confirmation of the filing shall be provided to TUSD and CLPCCD.

c. CLPCCD, COLLEGE and TUSD shall review and establish new or amended CCAP Agreements annually on or before the end of each school year and follow the protocols set forth in (a) and (b) of this section.
d. CLPCCD, COLLEGE and TUSD point of contact:

LOCATION	NAME	TELEPHONE	EMAIL
CLPCCD:	Theresa Fleischer-Rowland	(510) 485-5208	trowland@clpccd.org
Las Positas College:	Traci Peterson	925-424-1109	tpeterson@laspositascollege.edu
Tracy Unified School District:	Sam Strube	209-830-3384	sstrube@tusd.net

2. STUDENT SELECTION
   a. Minimum School Day – TUSD certifies that it shall teach TUSD students participating as part of the CCAP Agreement 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 COLLEGE shall claim allowable FTES for the enrollment of high school students in any CCAP Agreement community college course.
   b. TUSD shall select students consistent with Education Code section 76004 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" 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."
   c. COLLEGE and TUSD certify that participating students will have a signed parental consent form on file with the COLLEGE.
   d. COLLEGE and TUSD certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four 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.

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)
    a. COLLEGE is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the TUSD or COLLEGE.

4. COLLEGE
, has identified the following list of courses to provide a breadth of options and access to college and career pathways. This course list will be modified each year to accommodate the needs of students.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 50	TOTAL PROJECTED FTES: 10

COURSE #	COURSE NAME	UNITS	LOCATION
EMS 70	CPR for Health Care Providers	0.5	CC HS
FST 10	Fire Academy Preparation	1	CC HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered:

Counselors and teachers select students based on academic readiness and the alignment of the course content to students' and educational goals. TUSD and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school and college programs of study. 2) the potential for course completion to accelerate students' time to complete a post-secondary degree or certificate.

5. 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. The COLLEGE will make a good faith effort to only require a new edition of books and instructional materials every five years.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
TBD based on availability				

6. MANDATED ANNUAL STATE REPORTING
    a. COLLEGE and TUSD shall ensure accurate and timely reporting of the total number of CLPCCD full-time equivalent students generated by CCAP Agreement partnership participants.
    b. COLLEGE and TUSD shall each year report the annual total number of unduplicated high school student headcount by school site enrolled under the CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30th, and the information shall be reported in compliance with all applicable state and federal privacy laws. The CLPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges.

c. COLLEGE and TUSD shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement.
d. COLLEGE and TUSD 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.
e. Las Positas COLLEGE and TUSD shall report the annual total number of full-time equivalent students generated by this CCAP Agreement.
f. COLLEGE and TUSD shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

7. CCAP AGREEMENT DATA MATCH AND REPORTING
    a. COLLEGE and TUSD shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
    b. CLPCCD shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

8. PRIVACY OF STUDENT RECORDS
    a. CLPCCD, COLLEGE and TUSD understand and agree that education records of students enrolled in the CCAP Agreement course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. §1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state 005142.00043 13951870.1 law as set forth in Education Code §§ 49064 and 49076). CLPCCD, COLLEGE and TUSD agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
    b. Limitation on Use. CLPCCD, COLLEGE and TUSD shall use each student education record that is collected pursuant to this CCAP Agreement solely for a purpose(s) consistent with CLPCCD, COLLEGE and TUSD authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

c. Recordkeeping Requirements. COLLEGE and TUSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code §49064 as applicable.
d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, CLPCCD, COLLEGE and TUSD hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

9. FACILITIES USE
    a. COLLEGE and TUSD shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
    b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
TBD	TBD	TBD	TBD

TRACY
UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
    a. List the "Certificate Holder" as follows:
    Tracy Unified School District
    1875 W. Lowell Avenue
    Tracy, CA 95376

    b. Comprehensive General Liability with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Rick Management Department).

    c. Proof of Automobile Liability, if transporting students or routinely driving on campus.

    d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).

    e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage ($1,000,000) with endorsement.

2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:

    a. List the "Additional Insured" as follows:
    Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.

    b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).

    c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

As an agent of _____, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated _____.

_____ _____

Name Title Date