

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter "AGREEMENT") between Napa Valley Community College District (hereafter "COLLEGE DISTRICT") and the Napa Valley Unified School District (hereafter "SCHOOL DISTRICT").

**1. LEGAL AUTHORITY**

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a "strategy to provide critical support for 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" *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, "offering or expanding dual enrollment opportunities 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, or helping high school pupils achieve college and career readiness;" and

WHEREAS, the Governing Boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that Board took comments from the public and approved the AGREEMENT;

**COLLEGE DISTRICT Board Meetings:**

- |                                      |                |
|--------------------------------------|----------------|
| a. Information Board Meeting Date    | April 11, 2019 |
| b. Public Hearing Board Meeting Date | May 9, 2019    |

**SCHOOL DISTRICT Board Meetings:**

- |                                      |       |
|--------------------------------------|-------|
| a. Information Board Meeting Date    | _____ |
| b. Public Hearing Board Meeting Date | _____ |

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

## 2. TERMS OF CCAP PARTNERSHIP

### 2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
  - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
  - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix B. Any updates to Appendix B, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

## 2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office.  
[www.cccco.edu](http://www.cccco.edu)
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.
- g. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor.
  - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- h. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning

outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.

- i. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- j. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership and communicate any matters with COLLEGE DISTRICT designated contact.
- k. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- l. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may enroll a special part-time student in up to a maximum of 15 units per term so long as the units constitute no more than four (4) classes per term per school within the SCHOOL DISTRICT.
- m. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT practices in effect at the time in which the course is offered and will take into consideration the room capacity of the SCHOOL DISTRICT.
- n. The SCHOOL DISTRICT will be immediately notified of any change in textbook selection initiated by a COLLEGE DISTRICT employee. Every attempt will be made to maintain selected textbooks for any given course if there is a change in the instructor.

### **2.3 Educational Facilities**

- a. The SCHOOL DISTRICT shall provide adequate classroom space, inclusive of required technological or laboratory equipment, to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
  - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

## 2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*
- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Napa Valley College High School Permit to Attend form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
  - i. By endorsing a high school student's Dual Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

## 2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary. SCHOOL DISTRICT students requiring disability-related accommodations will be provided by SCHOOL DISTRICT in accordance to Section 504 or ADA requirements and as authorized by COLLEGE DISTRICT standards.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:

- i. The units constitute no more than four COLLEGE DISTRICT courses per term
  - ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this AGREEMENT
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- a. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
  - b. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
  - c. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE DISTRICT transcript.

## **2.6 Student Fees and Instructional Materials**

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
  - i. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
  - i. Student Representation Fee (*EC § 76060.5*);
  - ii. Nonresident Tuition Fee (*EC § 76140*);
  - iii. Transcript Fees (*EC § 76223*);
  - iv. Course Enrollment Fees (*EC § 76300*); and
  - v. Apprenticeship Course Fees (*EC § 76350*).
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

## 2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.
- f. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, SHUSD will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college term, NVCCD will release student demographic information, grades and course completion data for all SHUSD students.
- g. If the COLLEGE DISTRICT and the SCHOOL DISTRICT determines that parent consent is necessary, it will be the SCHOOL DISTRICT's responsibility to attain such consent.

## 2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:

- i. Employer of record for purposes of assignment monitoring and reporting to the county office of education; and
  - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
  - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
  - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
  - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*
  - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

## 2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
  - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*
  - ii. 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 pursuant to *AB 288 Sec. 2, Education Code Section 76004 (p)(1)* shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*
- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall 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. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details



(e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

## **2.10 Other Procedures, Terms, and Conditions**

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:
  - i. Enrollment period;
  - ii. Student fees ;
  - iii. Number of class hours sufficient to meet the stated performance objectives (if applicable);
  - iv. Supervision and evaluation of students; and
  - v. Withdrawal of students prior to completion of a course of program.

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at [www.napavalley.edu](http://www.napavalley.edu)

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

## **3. CERTIFICATIONS**

- 3.1 This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*
- 3.2 This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3 This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*
- 3.4 This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the

qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*

- 3.5** This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership 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 SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community 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. *AB 288 Sec. 2, EC § 76004(n)*

- 3.6** The COLLEGE DISTRICT certifies that:

- a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor's Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*
- b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
- c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*
- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*
- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

#### **4. INDEMNIFICATION**

- 4.1** The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE

DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.

- 4.2** The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

## **5. NON-DISCRIMINATION**

- 5.1** It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2** The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

## **6. INSURANCE**

- 6.1** Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

## **7. CCAP POINTS OF CONTACT**

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix A of this AGREEMENT, to serve as designated point of contact for the CCAP

Partnership.

- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

## **8. FILING OF CCAP PARTNERSHIP AGREEMENT**

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

## **9. TERM OF CCAP PARTNERSHIP AGREEMENT**

- 9.1** The term of this AGREEMENT shall be for one year beginning on the start date for the 2019-2020 academic year and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT. Per Education Code Section 81644, this continuing contract will be renewed annually, unless cancelled otherwise, for a period not to exceed 5 years.

## **10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT**

- 10.1** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start of any course(s) to be offered as part of the CCAP partnership.
- 10.2** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

## **11. NOTICES**

- 11.1** Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

**COLLEGE DISTRICT**

Napa Valley Community College District

2277 Napa-Vallejo Highway

Napa, California 94558

ATTN: Mr. Erik Shearer, Assistant Superintendent/Vice President of Academic Affairs

**SCHOOL DISTRICT**

Napa Valley Unified School District

2425 Jefferson Street

Napa, California 94558

ATTN: Dr. Rosanna Mucetti, Superintendent

**12. ACCEPTANCE OF FACSIMILE SIGNATURES**

- 12.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

**13. GOVERNING LAW**

- 13.1** This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Napa County.

**14. SEVERABILITY**

- 14.1** If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

**15. AUTHORIZATION WARRANTY**

- 15.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

**16. COUNTERPARTS**

- 16.1** This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

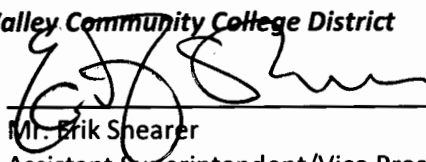
**COLLEGE AND CAREER PATHWAYS (CCAP) PARTNERSHIP AGREEMENT**

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IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

***Napa Valley Community College District***

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

  
Mr. Erik Shearer  
Assistant Superintendent/Vice President of  
Academic Affairs

Date

05-15-19

***Napa Valley Unified School District***

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

Dr. Rosanna Mucetti  
Superintendent

Date \_\_\_\_\_

## APPENDIX A

Pursuant to California Assembly Bill No. 288, the COLLEGE DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer College and Career Pathways (CCAPs) to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the CCAP partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or 2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in the CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT:

**1. CSU GE-Breadth Certification for Transfer Pathway\***

This pathway includes COLLEGE DISTRICT courses which have been approved to meet one of the General Education Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system.

**2. Intersegmental General Education Transfer Curriculum (IGETC) Pathway\*\***

This pathway includes COLLEGE DISTRICT courses which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

**3. College Preparation Pathway\*\*\***

This pathway includes COLLEGE DISTRICT courses in Math and English that prepare students for entry into college-level Math and English. Courses in this pathway are restricted to courses one or two levels below college. Successful completion of these courses will allow students to matriculate at college level in Math and English.

*\* The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for CSU GE-Breadth Certification in the semester in which they are offered.*

*\*\* The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.*

*\*\*\*The specific courses offered during any particular term may vary, but may include MATH 90 or 94 and ENGL 90 and would be paired with the collegiate level course in the subsequent semester.*

**APPENDIX B – SUBMISSION FOR 2019-20**

The following pathways are included in this CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT: Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

EDUCATIONAL PATHWAY(S): CSU GE Breadth, IGETC for Transfer Preparation, and College Preparation

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60

TOTAL PROJECTED FTES: 9.2

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1. Calculus I	MATH 120	X Fall Spring	TBD	TBD / 90 total hours	TBD	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC X HS
2. Calculus II	MATH 121	<input type="checkbox"/> Fall X Spring	TBD	TBD/ 90 total hours	TBD	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC X HS
3. College Algebra	MATH 106	X Fall Spring	TBD	TBD/ 90 total hours	TBD	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC X HS
4. Trigonometry	MATH 108	<input type="checkbox"/> Fall X Spring	TBD	TBD/ 54 total hours	TBD	<input type="checkbox"/> CC X HS	<input type="checkbox"/> CC X HS

**INSTRUCTIONAL MATERIALS AND COSTS** - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT. The selection of the textbook will be made by the COLLEGE DISTRICT instructor.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Calculus I	Calculus Early Transcendentals, 8 <sup>th</sup> Ed. By James Stewart, Published by Cengage Learning	\$134	None	
2. Calculus II	Calculus Early Transcendentals, 8 <sup>th</sup> Ed. By James Stewart, Published by Cengage Learning	\$134	None	



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3. College Algebra	Precalulus by Jay Abramson (open source resource)	\$0	None	
4. Trigonometry	Trigonometry, 8 <sup>th</sup> ed. By McTeague, Published by Cengage	\$117	None	

**POINTS OF CONTACT****COLLEGE DISTRICT**

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**SCHOOL DISTRICT**

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