



**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT**

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of **Butte Community College** ("College") and the **Willows Unified School District** ("School District") pursuant to the enacted Assembly Bill 288 College and Career Access Pathways Act ("AB 288") and California Education Code section 76004.

WHEREAS, Education Code section 76004 enables the governing board of a community college district to enter into a College and Career Access Pathways ("CCAP") partnership with the governing board of a public school district that is governed by a CCAP partnership agreement approved by the governing boards of both districts (Education Code § 76004 (a) and (b)); and

WHEREAS, School District is a public school district serving grades 9-12 located in Butte County or Glenn County and within the regional service area of the College, unless otherwise specified and agreed to as specified in Education Code section 76004 (e); and

WHEREAS, College and School District desire to enter into this CCAP Agreement, consistent with the provisions of Education Code Section 76004, for the purpose of 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 (Education Code, § 76004 (a)).

NOW THEREFORE, the College and School District agree as follows:

1. TERM OF AGREEMENT

- 1.1. The term of this CCAP Agreement shall be for THREE (3) years beginning on **July 1, 2018**, and ending on **June 30, 2021**, unless terminated earlier in accordance with this CCAP Agreement.

2. CCAP AGREEMENT APPENDIX

This CCAP Agreement outlines the terms of the CCAP partnership between the College and School District. The CCAP Agreement Appendix shall specify additional detail regarding, but not limited to:

- 2.1. The total number of high school students to be served;
- 2.2. The total number of full-time equivalent students projected to be claimed by the College for those students;
- 2.3. The scope, nature, time, location and listing of community college courses to be offered;
- 2.4. The criteria to assess the ability of pupils to benefit from those courses; (Ed. Code, § 76004 (c)(1)); and
- 2.5. A point of contact for the College and School District (Ed. Code, § 76004 (c)(2)).
- 2.6. Specify which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education (Ed. Code § 76004 (m)(2)).

3. STUDENT ELIGIBILITY, ADMISSION, REGISTRATION AND ENROLLMENT

- 3.1. Student Eligibility. 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. (Ed. Code, § 76004, subd. (a))
- 3.2. The School District and College understand and agree that successful College admission and registration requires that each high school student complete the College's application for admission and Dual Enrollment Approval Form.
- 3.3. Admission, registration, and withdrawal procedures for students participating in this CCAP Agreement shall be governed by the College and shall be in compliance with College's admissions, registration, and withdrawal guidelines set forth in applicable law and College policy. The College policy on open enrollment must be published in the College catalog, schedule of classes, and any addenda to the schedule of classes.
- 3.4. The College will provide the necessary admission, registration, and withdrawal forms and procedures, and will be responsible for processing student applications.
- 3.5. The School District agrees to assist College in the admission, registration, and withdrawal of School District students as may be necessary and requested by College.
- 3.6. The College and School District will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 3.7. Enrollment in College courses offered as part of this CCAP Agreement shall be open to School District students who:
 - 3.7.1. are high school students enrolled in the School District;
 - 3.7.2. have been admitted to the College;
 - 3.7.3. meet all applicable prerequisite requirements as established by the College and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement;
 - 3.7.4. have a written parental consent to enroll in a course offered as part of this CCAP Agreement on the Dual Enrollment Approval Form. (Ed. Code, § 76004, subd. (c)(1))
- 3.8. Students seeking to enroll in College courses offered as part of this CCAP Agreement may enroll in up to a maximum of 11 units per term if the all of the following circumstances are satisfied:
 - 3.8.1. The units constitute no more than four community college courses per term.
 - 3.8.2. The units are part of an academic program that is part of this CCAP Agreement.
 - 3.8.3. The units are part of an academic program that is designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed. Code, § 76004, subd. (p)(1)(2)(3))

4. PARTICIPATING STUDENTS

- 4.1. Students enrolled in College 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.
- 4.2. Grades earned by students enrolled in College 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.
- 4.3. 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 and School District.
- 4.4. Students who withdraw from College courses offered as part of this CCAP Agreement will not receive College credit. Students must submit appropriate paperwork by College's published deadlines. Transcripts will be annotated according to College policy.
- 4.5. 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, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (College's Student Code of Conduct) as those expected of students in courses taught on the College campus.

5. PARTICIPATING STUDENT FEES

- 5.1. A high school student enrolled in College courses offered through this CCAP Agreement shall not be assessed or charged a fee prohibited by Education Code section 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Code, §§ 49010 et seq.; 76004 (f))
- 5.2. A high school student enrolled in College courses offered through this CCAP Agreement and that are properly classified as having "special part- time student" status as described by Education Code section 76004, subdivision (p), shall be exempt from the following community college fee requirements (Ed. Code, § 76004, subd. (q)):
 - 5.2.1. Student Representation Fee. (Ed. Code, § 76060.5)
 - 5.2.2. Nonresident Tuition Fee. (Ed. Code, § 76140)
 - 5.2.3. Transcript Fees. (Ed. Code, § 76223)
 - 5.2.4. Course Enrollment Fees. (Ed. Code, § 76300)
 - 5.2.5. Apprenticeship Course Fees. (Ed. Code, § 76350)
 - 5.2.6. Child Development Center Fees. (Ed. Code, § 79121)
 - 5.2.7. Any other fees charged as a condition for course registration, pursuant to Education Code section 49011.
- 5.3. 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 Appendix to this Agreement. Costs will be borne by School District.

6. CCAP AGREEMENT COURSES

- 6.1. 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. All College courses offered as part of this CCAP Agreement have been approved in accordance with the policies and guidelines of the College and applicable law.
- 6.2. The scope, nature, time, location and listing of courses offered by the College as part of this CCAP Agreement shall be determined by the College and will be recorded in the CCAP Agreement Appendix. (Educ. Code, § 76004 (c)(1))
- 6.3. The courses offered as part of this CCAP Agreement must be held at facilities which are clearly identified as being open to the general public, and must be open to any person who has been admitted to the College and has met any applicable prerequisite, except that the 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 as part of this CCAP Agreement. (Ed. Code § 76004 (o)(1))
- 6.4. 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. Procedures shall be put into place by the College to ensure instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course.
- 6.5. Courses offered as part of this CCAP Agreement either at the College or School District shall be jointly reviewed and approved.
- 6.6. Courses offered as part of this CCAP Agreement shall not provide physical education course opportunities to high school pupils participating in this CCAP Agreement or any other course opportunities that do not assist in the attainment of at least one of the goals outlined in this CCAP Agreement. (Ed. Code, § 76004, subd. (d))
- 6.7. Courses offered as part of this CCAP Agreement at the School District shall:
 - 6.7.1. Be of the same quality and rigor as those offered on College campus and shall be in compliance with College academic standards.
 - 6.7.2. Be listed in the College catalog with the same department designations, course descriptions, numbers, titles, and credits, and shall identify if the credit is transferable.
 - 6.7.3. 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 shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to College as well as any corresponding policies, practices and requirements of the School District. In the event of a conflict between 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. Standard FTES computation rules, support documentation, course section tabulations, and record retention requirements continue to apply.

- 6.9. Site visits and instruction audits by one or more representatives of the College 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 College academic standards.
- 6.10. College has the sole right to ensure compliance with course outline of record.
- 6.11. Prior to establishing a vocational or occupational training program (career technical education program), the governing board of the College shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. (Ed. Code § 78015) Degree and certificate programs require approval of the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved program, or the College must have received delegated authority to separately approve those courses locally.

7. INSTRUCTORS

- 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 California Code of Regulations, Title 5, Sections 53410 and 58060 as amended. The College shall be responsible to ensure all instructors teaching College courses offered as part of this CCAP Agreement meet the minimum qualifications for instruction in the discipline of the course in a California community college.
- 7.2. The College and School District may agree to select instructors from School District personnel to teach College courses offered as part of this CCAP Agreement. The School District shall provide and pay School District personnel selected to teach courses offered as part of this CCAP Agreement. School District personnel selected to be instructors remain employees of the School District, subject to the authority of the School District, but will also be subject to the authority of the College specifically with regard to their duties as instructors teaching College courses offered as a part of this CCAP Agreement.
- 7.3. Each instructor furnished by the School District to teach College courses offered as a part of this CCAP Agreement shall execute a separate written agreement with the College in the form of a CCAP Agreement Instructor Agreement as specified in Exhibit A to this CCAP Agreement. The CCAP Agreement Instructor Agreement shall require student attendance and FTES be reported by the instructor, and state that the College has the primary right to control and direct the instructional activities of the instructor. Instructors provided by the School District shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled. (Cal. Code Regs. tit. 5 § 58058(b))
- 7.4. The School District will be responsible for reporting pursuant to applicable federal teacher quality mandates for all instructors provided by the School District. (Ed. Code, § 76004, subd. (m)(2))
- 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. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)
- 7.6. Instructors who teach College courses offered as part of this CCAP Agreement shall be responsible for the evaluation of students enrolled in courses in accordance with College policies, guidelines, and pertinent statutes and regulations.

- 7.7. Instructors who teach College courses offered as part of this CCAP Agreement 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 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 School District site.
- 7.8. Prior to teaching College courses offered as part of this CCAP Agreement, instructors shall receive discipline-specific training and orientation from the College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities, as is provided to College's hourly on-campus instructors. Said training shall be approved by and provided by the College. The College shall provide materials to instructors as are provided to College's hourly on-campus instructors, which may include instructor's manuals, course outlines, curriculum materials, and other materials.
- 7.9. Instructors who teach College courses offered as part of this CCAP Agreement will participate in professional development activities sponsored by the College and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10. Instructors who teach College courses offered as part of this CCAP Agreement will be evaluated by the College using the adopted performance evaluation process and standards for faculty of the College, subject to the approval of the College.

8. LIAISON COORDINATION OF RESPONSIBILITIES

- 8.1. The 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 School District on matters related to this CCAP Agreement in conformity with College policies and standards. (Ed. Code, 76004, subd. (c)(2))
- 8.2. The School District shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as the point of contact to facilitate coordination and cooperation between College and School District on matters related to this CCAP Agreement in conformity with School District standards. (Ed. Code, 76004, subd. (c)(2))
- 8.3. The College will provide School District personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach and recruitment activities, and compliance with the College policies, procedures and academic standards.
- 8.4. The School District will 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. The School District's personnel will perform services 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.
- 8.5. The 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.

8.6. The School District shall ensure that student support services, including counseling and guidance, assistance with assessment and placement and tutoring are available to participating students at the School District.

9. STATE APPORTIONMENT

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

9.2. 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. (Ed. Code, § 76004, subd. (o)(2))

9.3. The College 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. (Ed. Code, § 76004, subd. (r))

9.4. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this CCAP Agreement is authorized attendance for which the College shall be credited or reimbursed pursuant to Education Codes sections 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s))

9.5. The School District agrees and acknowledges that College will claim apportionment for the School District students enrolled in community college course(s) under this CCAP Agreement.

9.6. The College shall demonstrate, and maintain documentation, that instruction claimed for apportionment pursuant to this CCAP Agreement is under the immediate supervision and control of an employee of the College who has met the minimum qualifications for instruction in the discipline of the course in a California community college. (Cal. Code Regs. tit. 5 §§ 58050, 58051, 58056, 58058)

10. CCAP AGREEMENT CERTIFICATIONS

10.1. This CCAP Agreement certifies:

10.1.1. That any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code section 87010, or any controlled substance offense as defined in Education Code section 87011. (Ed. Code, 76004, subd. (h))

10.1.2. 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. (Ed. Code, § 76004, subd. (i))

10.1.3. That a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. (Ed. Code, § 76004, subd. (j))

- 10.1.4. That any remedial course taught by community college faculty (which includes a qualified high school teacher teaching a college course as an "employee" of the community college district pursuant to California Code of Regulations, title 5, section 58058, subdivision (b)) 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 based on an interim assessment in grade 10 or 11, as determined by the partnering school district, and that the delivery of these remedial courses 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 high school graduation. (Ed. Code, § 76004, subd. (n))
- 10.1.5. That both the school district and the community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an CCAP Agreement course offered for high school credit. (Ed. Code, § 76004, subd. (l))
- 10.2. The College certifies that:
 - 10.2.1. That a community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus. (Ed. Code, § 76004, subd. (k)(1))
 - 10.2.2. That a community college course that is oversubscribed or has a waiting list shall not be offered in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2))
 - 10.2.3. That participation in this CCAP Agreement is consistent with the core mission of the community colleges pursuant to Ed Code § 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college. (Ed. Code, § 76004, subd. (k)(3))
 - 10.2.4. The College certifies that it will not receive full compensation for the direct education costs of the course(s) offered under this CCAP Agreement from any public or private agency, individual or group. (Ed. Code, § 84752; Cal. Code of Regs., tit. 5, § 58051.5)
- 10.3. 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. (Ed. Code, § 84752; Cal. Code Regs. tit. 5 § 58051.5)
- 11. RECORDS
 - 11.1. 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.
 - 11.2. Permanent records of student enrollment, grades and achievement for College students shall be maintained by College.
 - 11.3. Records will be open for review at all times by College officials and submitted on a schedule developed by the College. (Cal. Code Regs., tit. 5, §§ 55021, 55040, 58030)

- 11.4. 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.

12. REIMBURSEMENT

- 12.1. The financial arrangements implied in this CCAP Agreement will be further detailed in the CCAP Agreement Appendix.

13. FACILITIES

- 13.1. The School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction of courses offered as part of this CCAP Agreement and do so without charge to College 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.
- 13.2. 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.
- 13.3. The College facilities may be used subject to mutual agreement by the parties as expressed in the CCAP Agreement Appendix.

14. REPORTING TO THE STATE CHANCELLOR'S OFFICE

- 14.1. The College, in conjunction with the School District, shall report annually to the State Chancellor's Office all of the following information. (Ed. Code, § 76004, subd. (t))
 - 14.1.1. 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.
 - 14.1.2. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - 14.1.3. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - 14.1.4. The total number of full-time equivalent students generated by CCAP partnership community college district participants.
- 14.2. The School District and College shall work cooperatively for timely submission of said annual reports in accordance with any and all deadlines prescribed by the State Chancellor's Office.

15. CCAP AGREEMENT APPROVAL REQUIREMENTS

- 15.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, present this CCAP Agreement or any Appendix as an information item. The College and School District shall ensure that the governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove this CCAP Agreement or any Appendix. (Ed. Code, § 76004, subd. (b))

- 15.2. Upon approval of this CCAP Agreement or any Appendix by the governing boards of both the College and School District, the College will provide a copy of this CCAP Agreement or any Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3))

16. PRIVACY OF STUDENT RECORDS

- 16.1. College and School District understand and agree that education records of students enrolled in a College course offered as part of this CCAP Agreement 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 law as set forth in Education Code §§ 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)
- 16.2. Limitation on Use. College and School District shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its 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)
- 16.3. 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 § 99.32 and under Education Code § 49064 as applicable.
- 16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, College and School District 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.

17. INDEMNIFICATION

- 17.1. School District shall defend, indemnify and hold College, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, employees or agents.
- 17.2. College shall defend, indemnify and hold School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this CCAP Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees or agents.

18. INSURANCE

- 18.1. The School District shall secure and maintain in force during the entire term of this CCAP Agreement the following insurance coverage or an approved program of self-insurance 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.

- 18.1.1. General Liability insurance with a limit of not less than \$1,000,000 per occurrence, for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this agreement.

The General Liability insurance coverage, shall be **endorsed** to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.

- 18.1.2. Automobile Liability insurance, "any auto" with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

The Automobile Liability insurance coverage, shall be **endorsed** to name the Butte-Glenn Community College District, its officers, employees, and agents as additional insureds for the purpose of this CCAP Agreement.

- 18.1.3. Workers' Compensation insurance with limits statutorily required by the State of California, and Employer's Liability insurance with limits of not less \$1,000,000 per accident for bodily injury or disease.

- 18.2. School District shall furnish the College with original certificates of insurance and endorsements evidencing the coverages, conditions, and limits required by this CCAP Agreement.

- 18.3. For the purpose of Workers' Compensation, School District shall be the "primary employer" for all its personnel 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 made in connection with performing services and receiving instruction under this CCAP Agreement. School District agrees to hold harmless, indemnify, and defend College, its officers, employees and agents from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by School District personnel connected with providing services under this CCAP Agreement. School District is not responsible for non-School District personnel who may serve as instructors.

19. NON-DISCRIMINATION

- 19.1. Neither the School District nor the College 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 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.

21. FUNDS UNAVAILABLE

- 21.1. This CCAP Agreement may be terminated immediately by either party if funds become unavailable for the support of the CCAP Agreement. In the event termination is pursuant to this

paragraph, a notice specifying the reason for termination shall be sent as soon as possible after the termination.

22. NOTICES

22.1. Any and all notices under this CCAP Agreement shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive
Oroville, CA 95965
ATTN: Vice President for Administration

WILLOWS UNIFIED SCHOOL DISTRICT
823 W Laurel Street
Willows, CA 95988
ATTN: Superintendent

23. ENTIRETY OF AGREEMENT

23.1. This CCAP Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter of this CCAP Agreement, and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

24. AMENDMENTS

24.1. This CCAP Agreement may be modified only by written amendments duly executed by the College and the School District.

25. APPLICABLE LAW AND VENUE

25.1. This CCAP Agreement shall be construed in accordance with and governed by the laws of the State of California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1. For locations outside the geographical boundaries of Butte-Glenn Community College District, College will comply with the requirements of California Code of Regulations, title 5, sections 55300 et seq., or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

27. SEVERABILITY

27.1. If any term, provision, covenant, or condition of this CCAP Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the CCAP Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

28. TERMS AND CONDITIONS

28.1. The parties to this CCAP Agreement acknowledge that they have read and understood this CCAP Agreement completely, and will fully comply with all terms and conditions of this CCAP Agreement set forth herein.

29. COUNTERPARTS

29.1. 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.

IN WITNESS WHEREOF, the parties to this CCAP Agreement have executed this CCAP Agreement by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
 (Signature of person authorized to execute Agreement on behalf of College.)

By: _____
 (Signature of person authorized to execute Agreement on behalf of School District.)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Attachments

- CCAP Agreement Appendix
- Exhibit A – College and Career Access Pathways Agreement Instructor Agreement

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	VPI	Preparer's Name & ID:	TANNA NEILSEN 3180821	Phone:	6108
Vendor Name:	WILLOWS UNIFIED SCHOOL DISTRICT		Vendor ID:		
PO Description (Max. 25 characters):					
Budget Code:	12.205.110.1.601010.55100		PO Amount:		
Contract Monitor Name (Person Who Approves Invoices):		TANNA NEILSEN		Phone:	EXT
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:		-	



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

**COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT**

APPENDIX

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between **Butte-Glenn Community College District** ("College") and **Willows Unified 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 the CCAP Agreement Appendix to specify additional detail regarding, but not limited to: the total number of high school students to be served; the total number of full-time equivalent students projected to be claimed by the College for those students; the scope, nature, time, location and listing of community college courses to be offered; and the criteria to assess the ability of pupils to benefit from those courses. (Ed. Code, § 76004, subd. (c)(1))

NOW THEREFORE, the College and School District agree as follows:

1. CCAP AGREEMENT

1.1. The College and School District entered into this CCAP Agreement on **July 1, 2018**, pursuant to action of the governing boards of the College and School District.

1.1.1. COLLEGE BOARD MEETINGS

Information Board Meeting Date:	
Public Comment and Approval Board Meeting Dates:	

1.1.2. SCHOOL DISTRICT BOARD MEETINGS

Information Board Meeting Date:	
Public Comment and Approval Board Meeting Dates:	

2. POINTS OF CONTACT

2.1. College and School District points of contact for this CCAP Agreement: (Ed. Code, § 76004 (c)(2))

COLLEGE

Name:	Tanna Neilsen	Title:	Administrative Secretary
Telephone:	(530)879-6108	Email:	neilsenta@butte.edu

SCHOOL DISTRICT

Name:	Julie Soeth	Title:	Administrative Assistant
Telephone:	(530)937-6600 x2	Email:	jsoeth@willowsunified.org

3. STUDENT SELECTION

3.1. College and School District shall adhere to the terms outlined in Section 3, Student Eligibility, Admission, Registration and Enrollment of the CCAP Agreement to select eligible students.

4. **CCAP AGREEMENT EDUCATION PROGRAM(S) AND COURSE(S).** The College has identified the following: program year; educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR:	2018-19	EDUCATIONAL PROGRAM:	
SCHOOL DISTRICT:	Willows Unified School District	HIGH SCHOOL:	Willows High School

TOTAL NUMBER OF STUDENTS TO BE SERVED:	TOTAL PROJECTED FTES:
---	------------------------------

COURSE NAME	COURSE NUMBER	TERM	# OF SECTIONS	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
							<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
							<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS
							<input type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input type="checkbox"/> HS

Required: Attach the course description for each course listed above. Each course description should include information regarding the nature and scope of the course.

Required: Describe the criteria used to assess the ability of pupils to benefit from the courses(s) offered: (Ed. Code, § 76004 (c)(1))

--

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.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST

6. **REIMBURSEMENT.**

- 6.1. Use of School District Instructor. For those courses in which a School District instructor is responsible for the instructional services for a course offered as part of this CCAP Agreement, the College will reimburse the School District **\$400.00 per section.**
- 6.2. Invoicing Procedures. Within 30 days after the end of each academic term, the School District shall provide an invoice to the College for reimbursement implied in this CCAP Agreement Appendix. The invoice must specify the course name, course number, term, instructor and the number of students served.

7. FACILITIES USE.

7.1. College and School District shall adhere to the terms outlined in Section 13, Facilities, of this CCAP Agreement.

7.2. School District as part of Section 13.1 of this CCAP Agreement, shall extend access and use of the following School District facilities:

BUILDING	CLASSROOM	DAYS	HOURS

8. APPENDIX APPROVAL

8.1. The College and School District shall ensure that the governing board of each district, at an open public meeting of that board, present this Appendix as an information item. The College and School District shall ensure that the governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove this Appendix. (Ed. Code, § 76004, subd. (b))

8.2. Upon approval of this Appendix by the governing boards of both the College and School District, the College will provide a copy of this Appendix to the Chancellor's Office of the California Community Colleges prior to the start of the course. (Ed. Code, § 76004, subd. (c)(3))

IN WITNESS WHEREOF, the parties to the CCAP Agreement have executed this CCAP Agreement Appendix by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
 (Signature of person authorized to execute Appendix on behalf of College.)

By: _____
 (Signature of person authorized to execute Appendix on behalf of School District.)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

COLLEGE AND CAREER ACCESS PATHWAYS
INSTRUCTOR AGREEMENT

This College and Career Access Pathways ("CCAP") Instructor Agreement ("CCAP Instructor Agreement") is made and entered into this _____ [DAY] of _____ [MONTH/YEAR], by the Butte-Glenn Community College District ("College") and [INSERT CCAP INSTRUCTOR NAME] ("CCAP Instructor") an employee of the **Willows Unified School District** ("School District") who is being assigned to the College on a part-time basis pursuant to Title 5, California Code of Regulations, Sections 58058 (b), and shall be an at-will and uncompensated temporary academic employee of the College on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the College needs supervisory and instructional services with regard to instruction for classes offered by the College in cooperation with the School District, subject to the terms and conditions set forth in the separate College and Career Access Pathways ("CCAP") Partnership Agreement ("CCAP Agreement") between the College and the School District; and

WHEREAS, the School District has the experience, training, equipment and other resources, and qualified staff necessary to provide supervisory and instructional services in the area of [INSERT DESCRIPTION OF TRAINING PROGRAM] to School District students. Such training will be structured and designed 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 authority for this CCAP Instructor Agreement includes Title 5, California Code of Regulations, Section 58058 (b) and Education Code section 76004.

NOW, THEREFORE, the parties to this CCAP Instructor Agreement hereby agree as follows:

1. The CCAP Instructor is an employee of School District but will be assigned to College as an at-will, uncompensated temporary academic employee of the College for the purposes of providing supervisory and instructional services as authorized by the separate CCAP Agreement, for the courses specifically described in the appendix to the CCAP Agreement, attached and incorporated herein as Attachment 1, which may be updated from time to time by the School District and College.
2. At all times during which the CCAP Instructor is providing supervisory and instructional services on behalf of the College, the College shall have the right to control and direct the instructional activities of the CCAP Instructor.
3. The College shall be responsible for providing the CCAP Instructor with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on-campus instructors.
4. The CCAP Instructor is responsible for the following.
 - 4.1. Meeting the "Minimum Qualifications" identified by the College, in compliance with Title 5, California Code of Regulations, Section 53410. Said minimum qualifications are attached hereto as Attachment 2.
 - 4.2. Complying with the fingerprinting requirements set forth in Education Code Section 45125 or as amended and the tuberculosis testing and risk assessment requirements of the California Health and Safety Code Section 121525 or as amendment.

- 4.3. Attending discipline-specific training and orientation provided by College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities.
 - 4.4. Participating in professional development activities sponsored by the College and in ongoing collegial interaction to include, but not limited to address course content, course delivery, assessment, evaluation and/or research and development in the field.
 - 4.5. Being familiar with and comply with all relevant College policies, rules and regulations, including but not limited, to those related to student safety, grading, attendance, sexual harassment and discrimination.
 - 4.6. Complying with the supervision and control requirements outlined in Title 5, California Code of Regulations, Sections 58055 and 58056, which include but are not limited to the following.
 - 4.7. Being in sufficient physical proximity and range of communication to provide line-of-sight instructional supervision and control of students.
 - 4.8. Providing the supervision and control necessary for the protection of the health and safety of students.
 - 4.9. Ensuring that he/she does not have any other assigned duty during the hours of supervisory and instructional services provided pursuant to this CCAP Instructor Agreement.
 - 4.10. Ensuring that instructional services he/she provides adhere to the official course outlines of record and the student learning outcomes established by the College.
 - 4.11. Ensuring and reporting accurate and current daily student attendance records.
 - 4.12. Ensuring and reporting the accurate calculation of final student grades and the prompt submission of them to the College.
5. The term of this CCAP Instructor Agreement shall be for the period of [DATE] through [DATE].
 6. For purposes of indemnification and defense of any claims, actions or lawsuits, pursuant to Section 17 of the CCAP Agreement, the CCAP Instructor shall be considered an employee of the College only during those times when he/she is actually performing supervisory and instructional services on behalf of the College, except that any worker's compensation claims filed by the CCAP Instructor shall be filed with the School District pursuant to CCAP Agreement Section 18.1.3.
 7. The College may terminate this CCAP Instructor Agreement at any time, in the College's sole and exclusive discretion, upon written notice to the CCAP Instructor.
 8. The CCAP Instructor may terminate this CCAP Instructor Agreement, in the CCAP Instructor's sole and exclusive discretion, by providing the College with thirty (30) days' prior written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties enter into this Career and College Access Pathway Instructor Agreement as of the date executed by the College.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

CCAP INSTRUCTOR

By: _____
(Signature of person authorized to execute agreement.)

Name: Andrew B. Suleski
Title: Vice President for Administration
Date: _____

By: _____
(Signature of person authorized to execute agreement.)

Name: _____
Title: _____
Date: _____

TO BE COMPLETED BY COLLEGE ONLY	
<i>Approved by Human Resources</i>	<i>Approved by Dean of Instruction</i>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**CAREER AND COLLEGE ACCESS PATHWAYS INSTRUCTOR AGREEMENT
ATTACHMENT 2
MINIMUM QUALIFICATIONS**

**CAREER AND COLLEGE ACCESS PATHWAYS INSTRUCTOR AGREEMENT
ATTACHMENT 2
MINIMUM QUALIFICATIONS**

CCAP Instructor shall meet the Minimum Qualifications listed herein:

[INSERT MINIMUM QUALIFICATIONS]