

**COLLEGE OF THE SEQUIOIAS COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Meeting**  
July 13, 2020

**CONSENT CALENDAR**

**7**

College and Career Access Pathways Agreements  
Between the College of the Sequoias Community College  
District and Feeder School Districts

**Status:                      Action**

Presented by:      Jennifer Vega La Serna, Ph.D.  
   Vice President, Academic Services

**Issue**

Legislation on dual enrollment, AB 30, requires College and Career Access Pathways agreements to be presented to the College District's and the partnering School District's boards for approval.

**Background**

The agreement defines the responsibility of the School Districts and the College, as well as, state regulations and deliverables that are required of the College District. The following school districts participating in these partnerships are:

- Exeter Unified School District
- Lindsay Unified School District
- Tulare Joint Union High School District
- Visalia Unified School District
- Woodlake Unified School District

**Recommended Action**

It is recommended that the Board of Trustees approve these agreements between College of the Sequoias Community College District and feeder School Districts.

**Sequoias Community College District  
College and Career Access Pathways (CCAP) Agreements with Exeter Unified  
School District**

THIS AGREEMENT, made and entered into \_\_\_\_\_(enter date agreement signed), between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called “COS” and Exeter Unified School District, hereinafter called the “DISTRICT”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
  - a. Providing mutually agreed upon college-level courses at Exeter Union High School (EUHS).
    - i. Fall 2020 – Fall 2020 – FASH 140 (Introduction to the Fashion Industry), NURS 256 (Medical Terminology)
    - ii. Spring 2021 – FASH 143 (Fashion Career Readiness)
    - iii. Courses are contingent upon employment of qualified instructor[s].
  - b. Selecting the faculty member to teach the course(s).
  - c. Employing the faculty member(s).
  - d. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
  - e. Provide student support services to ensure proper testing, advisement, and enrollment.
  - f. Maintaining liability/property insurance coverage consistent with COS’ existing coverage and limits existing throughout COS.
  - g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.

- h. Providing student performance information to the student and the DISTRICT upon request.
    - i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.
    - j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.
    - k. Determine whether course(s) will be restricted to high school students – only.
    - l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.
    - m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.
    - n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.
    - o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.
  2. The DISTRICT shall be responsible for:
    - a. Providing an appropriate location and instructional space for the course(s).
    - b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.
  3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB230 – Holden]):

- a. Total number of students to be served: 120
- b. Total Full-Time Equivalent Students (FTES) expected to be claimed by COS: 16
- c. Scope & nature of the courses, including applicable programs of study:
  - i. Fashion courses can be applied to all fashion merchandising programs at the COS.
  - ii. Medical terminology course can be applied to all nursing and allied health programs at COS.
- d. Course(s), location, time, capacity
  - i. FASH 140, Introduction to the Fashion Industry, 3.0 units, EUHS, 1 section, M, T, R, 08/17/2020-12/18/2020, capacity 35
  - ii. FASH 143, Fashion Career Readiness, 3.0 units, EUHS, 1 section, M, T, R, 01/21/2021-05/19/2021, capacity 35
  - iii. NURS 256, medical terminology, 3.0 units, EUHS, 1 section, T,R, 8/17/2020 - 12/18/2020, capacity 40
- e. COS will require each high school student to complete the college's Dual Enrollment Permission Form.
- f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
  - i. The units constitute no more than four community college courses per term.
  - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for

information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.

- h. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in the designated COS courses are provided.
- i. Ability to benefit: High school students are deemed able to benefit from COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.
- j. Facilities use: The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.
- k. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
- l. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
- m. The DISTRICT agrees and acknowledges that all courses held under the terms of this CCAP Partnership Agreement may be restricted to students of the

DISTRICT.

- n. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.
- o. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- p. COS 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.
- q. COS 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 community college faculty member teaching the same course at the partnering community college campus.
- r. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- s. COS certifies that the college course(s) noted within this agreement are not oversubscribed.
- t. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college 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 community college.
- u. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- v. The DISTRICT certifies that the community college district complies with

local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

- w. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.
- x. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- y. COS certifies that any remedial course taught under this agreement 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 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.
- z. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.
- aa. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:
  - Name: Brandon Hildreth
  - Title: Director, Dual Enrollment
  - Phone: 559-730-3879
  - E-mail: [brandonhi@cos.edu](mailto:brandonhi@cos.edu)

4. General Provisions

a. Title VI

i. COS represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

i. COS shall indemnify and hold harmless the DISTRICT its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.

ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense,



claims or liability connected with the performance of its responsibilities under this agreement.

- c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- d. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on either party.
- e. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- f. Governing Law & Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.
- g. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

Sequoias Community College District:

Exeter Unified School District:

915 S. Mooney Blvd.

\_\_\_\_\_

Visalia, CA 93277

\_\_\_\_\_

Attn: Administrative Services

\_\_\_\_\_

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Sequoias Community College District

Exeter Unified School District

\_\_\_\_\_  
Brent Calvin  
Superintendent/President

\_\_\_\_\_  
George Eddy  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sequoias Community College District  
College and Career Access Pathways (CCAP) Agreements with Lindsay  
Unified School District**

THIS AGREEMENT, made and entered into \_\_\_\_\_(enter date agreement signed), between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called “COS” and Lindsay Unified School District, hereinafter called the “DISTRICT”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
  - a. Providing mutually agreed upon college-level courses at Lindsay High School (LHS).
    - i. Fall 2020 –NURS 256 (Medical Terminology)
    - ii. Courses are contingent upon employment of qualified instructor[s].
  - b. Selecting the faculty member to teach the course(s).
  - c. Employing the faculty member(s).
  - d. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
  - e. Provide student support services to ensure proper testing, advisement, and enrollment.
  - f. Maintaining liability/property insurance coverage consistent with COS’ existing coverage and limits existing throughout COS.
  - g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.
  - h. Providing student performance information to the student and the DISTRICT upon request.

- i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.
  - j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.
  - k. Determine whether course(s) will be restricted to high school students – only.
  - l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.
  - m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.
  - n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.
  - o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.
2. The DISTRICT shall be responsible for:
    - a. Providing an appropriate location and instructional space for the course(s).
    - b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.
  3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB230 – Holden]):
    - a. Total number of students to be served: 40
    - b. Total Full-Time Equivalent Students (FTES) expected to be claimed by

COS: 4

- c. Scope & nature of the courses, including applicable programs of study:
  - i. Medical terminology course can be applied to all nursing and allied health programs at COS.
- d. Course(s), location, time, capacity
  - i. NURS 256, medical terminology, 3.0 units, LHS, 1 section, T,R, 8/17/2020 - 12/18/2020, capacity 35
- e. COS will require each high school student to complete the college's Dual Enrollment Permission Form.
- f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
  - i. The units constitute no more than four community college courses per term.
  - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.
- h. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in the designated COS courses are provided.
- i. Ability to benefit: High school students are deemed able to benefit from

COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.

- j. Facilities use: The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.
- k. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
- l. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
- m. The DISTRICT agrees and acknowledges that all courses held under the terms of this CCAP Partnership Agreement may be restricted to students of the DISTRICT.
- n. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.
- o. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- p. COS 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.

- q. COS 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 community college faculty member teaching the same course at the partnering community college campus.
- r. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- s. COS certifies that the college course(s) noted within this agreement are not oversubscribed.
- t. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college 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 community college.
- u. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- v. The DISTRICT certifies that the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- w. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.
- x. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- y. COS certifies that any remedial course taught under this agreement 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 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.

- z. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.
- aa. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Brandon Hildreth

Title: Director, Dual Enrollment

Phone: 559-730-3879

E-mail: [brandonhi@cos.edu](mailto:brandonhi@cos.edu)

#### 4. General Provisions

##### a. Title VI

- i. COS represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil



Rights Act of 1964 and shall not discriminate as to employees or students.

- ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

- i. COS shall indemnify and hold harmless the DISTRICT its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.
- ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

d. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this

Agreement is binding on either party.

- e. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- f. Governing Law & Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.
- g. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

Sequoias Community College District:

Lindsay Unified School District:

915 S. Mooney Blvd.

\_\_\_\_\_

Visalia, CA 93277

\_\_\_\_\_

Attn: Administrative Services

\_\_\_\_\_

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Instructional CCAP 2020-21

Sequoias Community College District

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Brent Calvin  
Superintendent/President

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Date

Lindsay Unified School District

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Grant Schimelpfening  
Chief Business Official

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Date

**Sequoias Community College District  
College and Career Access Pathways (CCAP) Agreements with Tulare Joint  
Union High School District**

THIS AGREEMENT, made and entered into \_\_\_\_\_(enter date agreement signed), between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called “COS” and Tulare Joint Union High School District, hereinafter called the “DISTRICT”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
  - a. Providing mutually agreed upon college-level courses at Accelerated Charter High School (ACHS) and Tulare Western High School (TWHS).
    - i. Fall 2020 – ET 200 (Introduction to Electrician Training), ET 300 (Electrician Training Support Lab 1)
    - ii. Spring 2021 – ET 200 (Introduction to Electrician Training), ET 201 (Electrician Training 1), ET 300 (Electrician Training Support Lab 1), ET 301 (Electrician Training Support Lab 2), NURS 256 (Medical Terminology)
    - iii. Courses are contingent upon employment of qualified instructor[s].
  - b. Selecting the faculty member to teach the course(s).
  - c. Employing the faculty member(s).
  - d. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
  - e. Provide student support services to ensure proper testing, advisement, and enrollment.
  - f. Maintaining liability/property insurance coverage consistent with COS’

existing coverage and limits existing throughout COS.

- g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.
  - h. Providing student performance information to the student and the DISTRICT upon request.
  - i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.
  - j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.
  - k. Determine whether course(s) will be restricted to high school students – only.
  - l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.
  - m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.
  - n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.
  - o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.
2. The DISTRICT shall be responsible for:
- a. Providing an appropriate location and instructional space for the course(s).
  - b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.

- c. Supplying the faculty with the ability to properly utilize the DISTRICT's facilities (appropriate keys, copying, and other support which the faculty identifies to ensure student success).
  - d. Reimbursement to COS the cost of Electrician Training instructor(s) salary and benefits, pursuant to College of Sequoias Teacher's Association (COSTA) Negotiated Agreement and COS board policy, through the use of CCPT grant funds.
  - e. Required instructional costs associated with the course(s) normally paid by students in the form of Material Fees.
3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB30 – Holden]):
- a. Total number of students to be served: 165
  - b. Total Full-Time Equivalent Students (FTES) expected to be claimed by COS: 64
  - c. Scope & nature of the courses, including applicable programs of study:
    - i. Electrical Training courses required for successful completion of Certificate of Achievement in Electrician Training, and Electrician Apprenticeship.
    - ii. Medical Terminology course can be applied to all nursing and allied health programs at COS.
  - d. Course(s), location, time, capacity
    - i. ET 200, Introduction to Electrician Training, 4.0 units, ACHS, 3 sections, M,T,R, 8/17/2020 - 12/17/2021, capacity 35
    - ii. ET 201, Electrician Training 1, 4.0 units, ACHS, 3 sections, MTR, 1/21/2021 – 5/19/2021, capacity 35
    - iii. ET 300, Electrician Training Support Lab 1, 0.5 unit, ACHS, 3 sections, F, 8/17/2020- 12/18/2020, capacity 35
    - iv. ET 301, Electrician Training Support Lab 2, 0.5 unit, ACHS, 3 sections, F, 1/21/2021 – 5/19/2021, capacity 35
    - v. ET 200, Introduction to Electrician Training, 4.0 units, ACHS, 1

- section, MTR, 1/21/2021 – 5/19/2021, capacity 35
- vi. ET 300, Electrician Training Support Lab 1, 0.5 unit, ACHS, 1 section, F, 1/21/2021 – 5/19/2021, capacity 35
  - vii. NURS 256, Medical Terminology, 3.0 units, online, TWHS, 1 section, 1/21/2021 – 5/19/2021, capacity 35.
- e. COS will require each high school student to complete the college’s Dual Enrollment Permission Form.
- f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
- i. The units constitute no more than four community college courses per term.
  - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.
- h. Parental consent: Upon signatory authorization by the high school student’s parent/guardian parental consent for registration and enrollment in the designated COS courses are provided.
- i. Ability to benefit: High school students are deemed able to benefit from COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.
- j. Facilities use: The DISTRICT will provide adequate classroom space at its

facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.

- k. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
- l. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
- m. The DISTRICT agrees and acknowledges that all courses held under the terms of this CCAP Partnership Agreement may be restricted to students of the DISTRICT.
- n. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.
- o. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- p. COS 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.
- q. COS 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 community college faculty member teaching the same course at the partnering community college campus.

- r. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- s. COS certifies that the college course(s) noted within this agreement are not oversubscribed.
- t. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college 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 community college.
- u. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- v. The DISTRICT certifies that the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- w. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.
- x. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- y. COS certifies that any remedial course taught under this agreement 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 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.

z. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.

aa. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Brandon Hildreth

Title: Director, Dual Enrollment

Phone: 559-730-3879

E-mail: [brandonhi@cos.edu](mailto:brandonhi@cos.edu)

#### 4. General Provisions

##### a. Title VI

i. COS represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical

practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

i. COS shall indemnify and hold harmless the DISTRICT its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.

ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

d. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on either party.

e. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

f. Governing Law & Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting

terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.

- g. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

Sequoias Community College District:

Tulare Joint Union High School District:

915 S. Mooney Blvd.

\_\_\_\_\_

Visalia, CA 93277

\_\_\_\_\_

Attn: Administrative Services

\_\_\_\_\_

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Sequoias Community College District

Tulare Joint Union High School District

\_\_\_\_\_  
Brent Calvin  
Superintendent/President

\_\_\_\_\_  
Tony Rodriguez  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Instructional CCAP 2020-21

**Sequoias Community College District  
College and Career Access Pathways (CCAP) Agreements with Visalia  
Unified School District**

THIS AGREEMENT, made and entered into \_\_\_\_\_(enter date agreement signed), between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called “COS” and Visalia Unified School District, hereinafter called the “DISTRICT”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
  - a. Providing mutually agreed upon college-level courses at El Diamante High School (EDHS), Golden West High School (GWHS), Mt. Whitney High School (MWHS), and Visalia Independent Charter High School (VCIS).
    - i. Spring 2021 –BUS 185 (Ethnics in Business and Industry); NURS 256 (Medical Terminology)
    - ii. Courses are contingent upon employment of qualified instructor[s].
  - b. Selecting the faculty member to teach the course(s).
  - c. Employing the faculty member(s).
  - d. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
  - e. Provide student support services to ensure proper testing, advisement, and enrollment.
  - f. Maintaining liability/property insurance coverage consistent with COS’ existing coverage and limits existing coverage throughout COS.
  - g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.
  - h. Providing student performance information to the student and the

DISTRICT upon request.

- i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.
  - j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.
  - k. Determine whether course(s) will be restricted to high school students – only.
  - l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.
  - m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.
  - n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.
  - o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.
2. The DISTRICT shall be responsible for:
- a. Providing an appropriate location and instructional space for the course(s).
  - b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.
3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB30 – Holden]):
- a. Total number of students to be served: 160
  - b. Total Full-Time Equivalent Students (FTES) expected to be claimed by

COS: 18

- c. Scope & nature of the courses, including applicable programs of study:
  - i. Business courses can be applied to all business programs at COS.
  - ii. Medical Terminology course can be applied to all nursing and allied health programs at COS.
- d. Course(s), location, time, capacity
  - i. BUS 185, Ethics in Business and Industry, 3.0 units, GWHS, 1 section, T,W,R, 11:35AM – 12:25PM, 01/21/2021-05/19/2021, capacity 35
  - ii. NURS 256, Medical Terminology, 3.0 units, EDHS, online, 1 section, 01/21/2021-05/19/2021, capacity 35.
  - iii. NURS 256, Medical Terminology, 3.0 units, MWHS, online, 1 section, 01/21/2021-05/19/2021, capacity 35.
  - iv. NURS 256, Medical Terminology, 3.0 units, VCIS, online, 1 section, 01/21/2021-05/19/2021, capacity 35.
- e. COS will require each high school student to complete the college's Dual Enrollment Permission Form.
- f. COS will require that the DISTRICT do not enroll students below junior level in BUS 185, due to readiness concerns from the department of students below junior level.
- g. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
  - i. The units constitute no more than four community college courses per term.
  - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

- h. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.
- i. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in the designated COS courses are provided.
- j. Ability to benefit: High school students are deemed able to benefit from COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.
- k. Facilities use: The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.
- l. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
- m. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
- n. The DISTRICT agrees and acknowledges that all courses held under the



terms of this CCAP Partnership Agreement may be restricted to students of the DISTRICT.

- o. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.
- p. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- q. COS 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.
- r. COS 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 community college faculty member teaching the same course at the partnering community college campus.
- s. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- t. COS certifies that the college course(s) noted within this agreement are not oversubscribed.
- u. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college 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 community college.
- v. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- w. The DISTRICT certifies the community college district complies with local

collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

- x. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.
- y. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- z. COS certifies that any remedial course taught under this agreement 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 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.
- aa. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.
- bb. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Brandon Hildreth

Title: Director, Dual Enrollment

Phone: 559-730-3879

E-mail: [brandonhi@cos.edu](mailto:brandonhi@cos.edu)

#### 4. General Provisions

##### a. Title VI

- i. COS represents that it is in compliance with Title VI of the Civil

Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

- ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

- i. COS shall indemnify and hold harmless the DISTRICT its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.
- ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

- c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or

written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

- d. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on either party.
- e. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- f. Governing Law & Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.
- g. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

Sequoias Community College District:

Visalia Unified School District:

915 S. Mooney Blvd.

\_\_\_\_\_

Visalia, CA 93277

\_\_\_\_\_

Attn: Administrative Services

\_\_\_\_\_

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day  
Instructional CCAP 2020-21

they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Sequoias Community College District

Visalia Unified School District

\_\_\_\_\_  
Brent Calvin  
Superintendent/President

\_\_\_\_\_  
Tamara Ravlin, Ed.D  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sequoias Community College District  
College and Career Access Pathways (CCAP) Agreements with Woodlake  
Unified School District**

THIS AGREEMENT, made and entered into \_\_\_\_\_(enter date agreement signed), between the SEQUOIAS COMMUNITY COLLEGE DISTRICT hereinafter called “COS” and Woodlake Unified School District, hereinafter called the “DISTRICT”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements.

WHEREAS COS and the DISTRICT find it mutually beneficial to operate the courses indicated below within the DISTRICT boundaries to serve students identified by the DISTRICT each party shall agree to take on the following duties and responsibilities:

1. COS shall be responsible for:
  - a. Providing mutually agreed upon college-level courses at Woodlake High School (WHS).
    - i. Fall 2020 –NURS 256 (Medical Terminology)
    - ii. Courses are contingent upon employment of qualified instructor[s].
  - b. Selecting the faculty member to teach the course(s).
  - c. Employing the faculty member(s).
  - d. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
  - e. Provide student support services to ensure proper testing, advisement, and enrollment.
  - f. Maintaining liability/property insurance coverage consistent with COS’ existing coverage and limits existing throughout COS.
  - g. Disciplining the DISTRICT students enrolled in the course(s) within the policies and procedures of COS.
  - h. Providing student performance information to the student and the DISTRICT upon request.

- i. Collecting and submitting attendance information to the DISTRICT in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor's Office.
  - j. Submitting FTES to California Community College Chancellor's Office as authorized by statute.
  - k. Determine whether course(s) will be restricted to high school students – only.
  - l. Remove any fee assessed by high school students enrolled in all course(s) offered through this CCAP partnership.
  - m. May assign priority for enrollment and course registration for high school students seeking to enroll in COS courses under this CCAP partnership. If exercised, the priority status should be the equivalent to those students attending a middle college high school.
  - n. Units completed by high school students participating under the CCAP program may count towards students' registration priority for enrollment and course registration at COS.
  - o. Require high school students participating under this CCAP partnership to submit one parental consent form and principal recommendation for the duration of their participation in the program.
2. The DISTRICT shall be responsible for:
    - a. Providing an appropriate location and instructional space for the course(s).
    - b. Maintaining liability/property insurance coverage consistent with the DISTRICT's existing coverage and limits existing throughout the DISTRICT.
  3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB230 – Holden]):
    - a. Total number of students to be served: 40
    - b. Total Full-Time Equivalent Students (FTES) expected to be claimed by

COS: 4

- c. Scope & nature of the courses, including applicable programs of study:
  - i. Medical terminology course can be applied to all nursing and allied health programs at the college
- d. Course(s), location, time, capacity
  - i. NURS 256, Medical Terminology, 3.0 units, WHS, 1 section, T,R, 8/17/2020 - 12/18/2020, capacity 35
- e. COS will require each high school student to complete the college's Dual Enrollment Permission Form.
- f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
  - i. The units constitute no more than four community college courses per term.
  - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
  - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between COS and the DISTRICT to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.
- h. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in the designated COS courses are provided.
- i. Ability to benefit: High school students are deemed able to benefit from



COS courses as determined by the recommendation of the designated high school administrator and/or standard COS instituted placement criteria.

- j. Facilities use: The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location to conduct the contemplated instruction and will do so without charge to COS or students. The DISTRICT agrees to clean, maintain, and safeguard the DISTRICT's premises. The DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. Pursuant to the provisions of Penal Code Section 627.9 (d) the DISTRICT Board of Trustees will pass a resolution before courses are held which exempts all campuses in the DISTRICT which will be used for courses under this agreement from the provisions of Penal Code Section 627.2. The exemption from Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time courses are being held under the terms of this agreement.
- k. The DISTRICT certifies that the direct education costs of the courses are not being fully funded through other sources.
- l. COS certifies that it has not received full compensation for the direct education costs for the conduct of the course from other sources.
- m. The DISTRICT agrees and acknowledges that all courses held under the terms of this CCAP Partnership Agreement may be restricted to students of the DISTRICT.
- n. The DISTRICT agrees and acknowledges that COS will claim apportionment for the students enrolled in courses under this agreement.
- o. COS certifies that no community college instructor teaching a course on a high school campus has been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- p. COS 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.

- q. COS 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 community college faculty member teaching the same course at the partnering community college campus.
- r. COS certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- s. COS certifies that the college course(s) noted within this agreement are not oversubscribed.
- t. COS certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college 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 community college.
- u. COS certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- v. The DISTRICT certifies that the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- w. COS will be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education.
- x. COS will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- y. COS certifies that any remedial course taught under this agreement 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 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.

z. At no cost to the DISTRICT, COS will provide the services of faculty members who will facilitate coordination and cooperation between COS and the DISTRICT. COS will provide DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and COS's application procedures.

aa. COS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Brandon Hildreth

Title: Director, Dual Enrollment

Phone: 559-730-3879

E-mail: [brandonhi@cos.edu](mailto:brandonhi@cos.edu)

#### 4. General Provisions

##### a. Title VI

i. COS represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil

Rights Act of 1964 and shall not discriminate as to employees or students.

- ii. The DISTRICT represents that it is in compliance with Title VI of the Civil Rights Act of 1964 dated and filed May 15, 1979, and Title IX of the Educational Amendments of 1972, [42 U.S.C.A. §2000c-2000c9 and 42 U.S.C.A. §2000d-2000d-7] and adheres to ethical practices, and does not and shall not discriminate as to employees or students on the basis of any protected class, including but not limited to, race, sex, sexual orientation, color, religion, gender, disability, age, or national origin; represents that it is in compliance with Title VI of the Civil Rights Act of 1964 and shall not discriminate as to employees or students.

b. Indemnity.

- i. COS shall indemnify and hold harmless the DISTRICT its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of the COS faculty member and staff.
- ii. The DISTRICT will indemnify and hold harmless COS, its officers, agents, employees and students from all loss, cost, expense, claims or liability connected with the performance of its responsibilities under this agreement.

- c. Entire Agreement. This Agreement represents the entire agreement between COS and the DISTRICT as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

- d. Amendments. This agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties. No oral understanding or agreement not incorporated in this

Agreement is binding on either party.

- e. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- f. Governing Law & Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement needed to effectuate changes in state or federal laws following the execution of this Agreement.
- g. Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

Sequoias Community College District:

Woodlake Unified School District:

915 S. Mooney Blvd.

\_\_\_\_\_

Visalia, CA 93277

\_\_\_\_\_

Attn: Administrative Services

\_\_\_\_\_

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

IN WITNESS WHEREOF, said parties to this agreement have executed these presents and hereunto set their hands on the day and year herein first written.

Sequoias Community College District

Woodlake Unified School District

\_\_\_\_\_  
Brent Calvin  
Superintendent/President

\_\_\_\_\_  
Lauran A. Gonzalez  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date