

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Chabot-Las Positas Community College District 7600 Dublin Boulevard, 3<sup>rd</sup> Floor, Dublin, California 94568 (“CLPCCD”), and New Haven Unified School District (“NHUSD”) 34200 Alvarado-Niles Rd., Union City, CA. 94587.

WHEREAS, the mission of CLPCCD and its colleges, Chabot College and Las Positas College, includes providing educational programs and services that are responsive to the needs of the students and communities within the Chabot-Las Positas Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, NHUSD is a public school district serving grades 9-12 located in within the regional service area of CLPCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS CLPCCD desires to offer or expand dual enrollment opportunities for students served by NHUSD; and

WHEREAS, CLPCCD and NHUSD are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288 (Education Code § 76004), for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, CLPCCD and its colleges;

NOW THEREFORE, CLPCCD and NHUSD agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be ongoing beginning on Dec. 1, 2021 unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time

equivalent students projected to be claimed by CLPCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the CLPCCD, Chabot Community College, and for NHUSD. Sec. 2 (c)(2)

1.4 A copy of the CLPCCD and NHUSD CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

## **2. DEFINITIONS**

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the NHUSD have been approved in accordance with the policies and guidelines of CLPCCD, Chabot College, and applicable law. Sec. 2 (a)

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

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

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

3.1 Student Eligibility - Students are eligible who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical

education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to Chabot Community College and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by Chabot Community College and shall be in compliance with applicable law and CLPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CLPCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the NHUSD unless otherwise specified in the Appendix.
- 3.5 As part of this CCAP Agreement, CLPCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.6 Students participating in a CCAP partnership program may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.7 Minimum School Day – NHUSD CT shall certify that it shall teach NHUSD students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 Chabot College will be responsible for processing student applications.

- 4.2 Chabot College will provide the necessary admission and registration forms and procedures and both Chabot College and NHUSD will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 NHUSD agrees to assist Chabot College in the admission and registration of NHUSD students as may be necessary and requested by Chabot College.
- 4.4 NHUSD, CLPCCD, and Chabot College understand and agree that timely and complete student admission and registration is essential for a successful CCAP Agreement dual enrollment program.
- 4.5 Chabot College admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.6 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

## **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of CLPCCD shall exempt special part-time students under this CCAP Agreement as described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for NHUSD students who enroll in a Chabot College course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by NHUSD. Participating students must meet all CLPCCD prerequisite requirements as established by the CLPCCD and Chabot College as stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.3 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official Chabot College transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the Chabot College catalog.
- 5.4 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the Chabot College for information regarding applicable policies and procedures.
- 5.5 Students enrolled in Chabot College courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the NHUSD. Chabot 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 Chabot College. NHUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the NHUSD.

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

## **6. CCAP AGREEMENT COURSES**

- 6.1 Chabot College may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the Chabot College may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 Chabot College is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the NHUSD or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by COLLEGE with the approval of CLPCCD and the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1) Courses offered as part of this CCAP Agreement either at the COLLEGE or NHUSD shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the NHUSD shall be of the same quality and rigor as those offered on Chabot College campus and shall be in compliance with CLPCCD academic standards.
- 6.6 Courses offered as part of this CCAP Agreement at the NHUSD shall be listed in the Chabot College catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.7 Courses offered as part of this CCAP Agreement at the NHUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated Chabot College academic department.

- 6.8 Courses offered as part of this CCAP Agreement and taught by NHUSD instructor are part of an approved Instructional Service Agreement as required by CLPCCD policies and procedures.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to CLPCCD and Chabot College as well as any corresponding policies, practices, and requirements of the NHUSD. In the event of a conflict between CLPCCD and/or Chabot College course related regulations, policies, procedures, prerequisites and standards and NHUSD policies, practices and requirements, the CLPCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of Chabot College and or CLPCCD shall be permitted by the NHUSD to ensure that courses offered as part of this CCAP Agreement in the NHUSD are the same as the courses offered on the college campus and in compliance with CLPCCD academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with CLPCCD and Chabot College guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with CLPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 Chabot College has the sole right to control and direct the instructional activities of all instructors, including those who are NHUSD employees [once they become adjunct employees of Chabot College.]
- 6.14 CLPCCD, Chabot College and NHUSD certify that any remedial course taught by Chabot College faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering NHUSD, and shall involve collaborative effort between the NHUSD and the Chabot 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. Sec. 2 (n)

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching Chabot College courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended, and be hired by the CLPCCD.

- 7.2 The CCAP Agreement Appendix shall specify which participating NHUSD or Chabot College will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the NHUSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach Chabot College courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 Instructors who teach Chabot College courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 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 NHUSD site.
- 7.6 Prior to teaching, faculty provided by the NHUSD shall receive discipline-specific training and orientation from Chabot College regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the college.
- 7.7 Faculty provided by the NHUSD will participate in professional development activities sponsored by Chabot College as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by Chabot College using the adopted evaluation process and standards for faculty of Chabot College, subject to the approval of CLPCCD.
- 7.9 Chabot College may select instructors from NHUSD personnel. NHUSD personnel selected to be instructors remain employees of the NHUSD, subject to the authority of the NHUSD, but will also be subject to the authority of CLPCCD specifically with regard to their duties as instructors.
- 7.10 Chabot College shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by CLPCCD.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the NHUSD High Schools shall be held to the same standards of achievement as students in courses taught on the Chabot College campus.
- 8.2 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the NHUSD shall be held to the same grading standards as those expected of students in courses taught on the Chabot College campus.
- 8.3 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the NHUSD shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the Chabot College campus.
- 8.4 Students enrolled in Chabot College courses offered as part of this CCAP Agreement at the NHUSD shall be held to the same behavioral standards as those expected of students in courses taught on the Chabot College campus.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 CLPCCD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact for Chabot College and NHUSD to facilitate and coordinate as to this agreement in conformity with CLPCCD policies and standards.
- 9.2 Chabot 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 Chabot College and NHUSD in conformity with CLPCCD policies and standards. Sec. 2 (c)(2)
- 9.3 NHUSD 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 NHUSD and Chabot College in conformity with NHUSD policies and standards. Sec. 2 (c)(2)
- 9.4 Chabot College will provide NHUSD personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with CLPCCD policy and Chabot College procedures and academic standards.
- 9.5 The NHUSD shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.



- 9.6 The NHUSD's personnel will perform services specified in 9.4 as part of their regular assignment. NHUSD personnel performing these services will be employees of NHUSD, subject to the authority of NHUSD, but will also be subject to the direction of Chabot College, specifically with regard to their duties pertaining to the Chabot College courses.
- 9.7 This CCAP Agreement requires completion and submission of an annual report, as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by Chabot College and NHUSD on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in this CCAP Agreement partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP Agreement partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP Agreement partnership participants. Sec. 2 (t)(C)
  - The total number of full-time equivalent students generated for CLPCCD by CCAP Agreement partnership participants. Sec. 2 (t)(1)(D)

## **10. APPORTIONMENT**

- 10.1 CLPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 CLPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at Chabot College as a special part-time or full-time student pursuant to this section is authorized attendance for which CLPCCD Chabot College shall be credited or reimbursed pursuant to Section

48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

## 11. CERTIFICATIONS

- 11.1 NHUSD certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 CLPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 NHUSD agrees and acknowledges that CLPCCD will claim apportionment for the NHUSD students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any Chabot College instructor teaching a course on a NHUSD campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing Chabot College faculty member teaching the same course at the Chabot College campus. Sec. 2 (j)
- 11.7 Chabot College certifies that:
  - A community college course offered for college credit at the participating school district high school does not reduce access to the same course offered at the partnering college. Sec. 2 (k)(1)
  - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the Chabot College pursuant to Section 66010.4, and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the college. Sec. 2 (k)(3)

11.8 This Agreement certifies that CLPCCD, NHUSD and Chabot College comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

12.1 CLPCCD, Chabot College and NHUSD may annually conduct surveys of participating NHUSD pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

## **13. RECORDS**

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

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

## **14. REIMBURSEMENT**

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

## **15. FACILITIES**

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

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

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

## **16. INDEMNIFICATION**

- 16.1 NHUSD agrees to and shall indemnify, save and hold harmless the Chabot College and CLPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NHUSD's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NHUSD, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 CLPCCD agrees to and shall indemnify, save and hold harmless the NHUSD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of CLPCCD and Chabot College's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of CLPCCD and Chabot College, its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

- 17.1 NHUSD, in order to protect CLPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name Chabot College and CLPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to Chabot College and to CLPCCD.
- 17.2 For the purpose of Workers' Compensation, NHUSD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. NHUSD shall be solely responsible for processing, investigating, defending,

and paying all workers' compensation claims by their respective NHUSD personnel made in connection with performing services and receiving instruction under this Agreement. NHUSD agrees to hold harmless, indemnify, and defend Chabot College and CLPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by NHUSD personnel connected with providing services under this CCAP Agreement. NHUSD is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the NHUSD.

## **18. NON-DISCRIMINATION**

18.1 Neither NHUSD nor Chabot College and CLPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

19.1 Either party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

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

Chabot-Las Positas Community College District  
7600 Dublin Boulevard, 3<sup>rd</sup> Floor  
Dublin, CA 94568  
Attn: Jonah Nicholas, Vice Chancellor, Business Services

New Haven Unified School District  
34200 Alvarado-Niles. Road]  
Union City, CA 94587  
Attn: Scott Pizani, Chief Academic Officer

## **21. INTEGRATION**

21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations,

express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**23. GOVERNING LAWS**

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

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical service area boundaries of CLPCCD, CLPCCD and Chabot College will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on Nov. 16, 2021

By: \_\_\_\_\_  
Scott Pizani, Chief Academic Officer  
New Haven Unified School District

By: \_\_\_\_\_  
Jonah Nicholas, Vice Chancellor, Business Services  
Chabot-Las Positas Community College District

By: Susan Sperling  
Susan Sperling, President  
Chabot College

## APPENDIX

### COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT FOR DUAL ENROLLMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Chabot-Las Positas Community College District (“CLPCCD”), 7600 Dublin Boulevard, 3<sup>rd</sup> Floor, Dublin, CA 94568, and New Haven Unified School District (“NHUSD”) and

WHEREAS, CLPCCD and NHUSD agree to record CLPCCD and NHUSD specific components of the CCAP Agreement using this Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, CLPCCD, Chabot College and NHUSD agree as follows:

#### 1. CCAP AGREEMENT

- a. Chabot College and NHUSD shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. Chabot College shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2) Confirmation of the filing shall be provided to NHUSD and CLPCCD.
- c. CLPCCD, Chabot College and NHUSD shall review and establish new or amended CCAP Agreements annually on or before the end of each school year and follow the protocols set forth in (a) and (b) of this section.
- d. CLPCCD, COLLEGE and NHUSD point of contact: Sec. 2 (c)(2)

<b>LOCATION</b>	<b>NAME</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
CLPCCD:	Theresa Rowland	(510) 723-6600	trowland@chabot college.edu
Chabot College:	Christina Read	(510) 723-7174	cread@chabotcollege.edu
New Haven Unified School District:	Scott Pizani	(510) 471-1100	spizani@nhusd.k12.ca.us

## **2. STUDENT SELECTION**

- a. Minimum School Day - NHUSD certifies that it shall teach NHUSD students participating as part of the CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances Chabot College shall claim allowable FTES for the enrollment of high school students in any CCAP Agreement community college course.
- b. NHUSD shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. Chabot College and NHUSD certify that participating students will have a signed parental consent form on file with Chabot College. *Preamble and Sec. 2 (c)(1)*
- d. Chabot College and NHUSD certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

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

- a. Chabot College is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the NHUSD or the college.



4. **CCAP AGREEMENT WITH NEW HAVEN UNIFIED SCHOOL DISTRICT - CHABOT COLLEGE** of the Chabot-Las Positas Community College District (CLPCCD), has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

EDUCATIONAL PROGRAM (S): All

HIGH SCHOOLS:

**James Logan High School**  
1800 H St.  
Union City, CA. 94587

**Conley-Caraballo High School**  
541 Blanche St.  
Hayward, CA. 94544

**Decoto School for Independent Study**  
725 Whipple Rd.  
Union City, CA. 94587

TOTAL NUMBER OF STUDENTS TO BE SERVED ANNUALLY: 300	TOTAL PROJECTED FTES: 20
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COURSE NAME	COURSE NUMBER	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
College Readiness Strategies	PSCN 21	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
History of Rock and Roll	MUSC 8	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intro to Business	BUS 12	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intro to Administration of Justice	ADMJ 50	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
The Solar System	ASTR 10	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intro to Theater	THTR 10	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intercultural Communication	COMM 11	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
History of California	HIS 12	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Business Law	BUS 10	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Fundamentals of Speech	COMM 1	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intro to Philosophy	PHIL 60	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Creativity and Community	HUMN 60	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Interpersonal Relationships	PSCN 11	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

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

Human Resource Management	BUS 21	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Criminal Law	ADMJ 60	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Religions of the World	RELS 50	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Business Mathematics	BUS 16	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Skills for Supervisors	BUS 50A	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Interviewing for Success	BUS 50C	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Persuasion and Communication	COMM 20	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Criminal Court Process	ADMJ 80	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intermediate French	FRNC 1B	TBD	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

Students who are interested in participating in the courses will indicate interest with their counselor and will be evaluated based on their current GPA, attendance, and course load. Counselors will make recommendations based on their evaluation of the students who will be enrolled.

**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
1. TBD based on course available from list				

## **6. MANDATED ANNUAL STATE REPORTING**

- a. Chabot College and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of CLPCCD full-time equivalent students generated by CCAP Agreement partnership participants.
- b. Chabot College and NHUSD shall each year report the annual total number of unduplicated high school student headcount by school site enrolled under the CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30, and the information shall be reported in compliance with all applicable state and federal privacy laws. The CLPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. Chabot College and NHUSD shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. Chabot College and NHUSD shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. Chabot College and NHUSD shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. Chabot College and NHUSD shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## **7. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. Chabot College and NHUSD shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. CLPCCD shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## **8. PRIVACY OF STUDENT RECORDS**

- a. CLPCCD, Chabot College and NHUSD understand and agree that education records of students enrolled in the CCAP Agreement course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). CLPCCD, Chabot College and NHUSD agree to hold all student education records generated pursuant to this CCAP

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

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Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** CLPCCD, Chabot College and NHUSD shall use each student education record that is collected pursuant to this CCAP Agreement solely for a purpose(s) consistent with CLPCCD, Chabot College and NHUSD authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** Chabot College and NHUSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, CLPCCD, Chabot College and NHUSD hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

**9. FACILITIES USE**

- a. Chabot College and NHUSD shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. Chabot College, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following Chabot College facilities:

<b>BUILDING</b>	<b>CLASSROOM</b>	<b>DAYS</b>	<b>HOURS</b>
TBD by HS Site	TBD by HS Site	TBD by College	TBD by College & Site