

DUAL ENROLLMENT
COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT

This Agreement is made by and between the Coast Community College District (“CCCD”), comprised of Coastline Community College, Golden West College, and Orange Coast College (“CCCD Colleges”), and the Huntington Beach Union High School District (“HBUHSD”) hereinafter collectively referred to as “Districts.”

RECITALS

WHEREAS, the Districts are mutually interested in supporting a Dual Enrollment College and Career Access Pathway Partnership (“CCAP Partnership”) in accordance with California Education Code section 76004 and applicable regulations;

WHEREAS, HBUHSD is located within the service area of CCCD;

WHEREAS, the Districts believe that through dual enrollment partnerships, the Districts can create clear pathways of aligned, sequenced coursework that will allow students to more easily and successfully transition to credit, college-level coursework leading to an associate degree, transfer to the University of California or the California State University, or to a program leading to a career technical education credential or certificate;

WHEREAS, the Districts wish to partner to offer or expand dual enrollment opportunities at CCCD Colleges for HBUHSD students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;

WHEREAS, the Districts have each, at an open public meeting of their respective governing boards, approved this Agreement. Board meetings were held as follows:

CCCD Board Meeting June 18, 2024

HBUHSD Board Meeting June 25, 2024

WHEREAS, the Districts wish to enter into a cooperative effort to provide these services to students who will benefit.

NOW, THEREFORE, the Districts agree as follows:

The recitals stated above are true and correct and are made a part of this Agreement.

1. Educational Program Requirements

- A. Total number of high school students to be served: 600 (projected) per semester.
- B. Total number of FTES projected to be claimed under this Agreement: 70 per semester.
- C. Scope, nature, time, location and listing of community college courses to be offered will be incorporated by reference and appended to this Agreement each semester during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office no later than September 30, 2024 by CCCD and shall subsequently be submitted per Chancellor's Office instructions. Physical Education courses will not be offered through this CCAP Partnership.
- D. All courses offered through this CCAP Partnership shall align with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.
- E. The Districts agree that a high school pupil enrolled in a course offered through this CCAP partnership shall not be assessed any fee that is prohibited by California Education Code Section 49011.
- F. CCCD may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in California Education Code Section 11300 and consistent with middle college high school provisions in California Education Code Section 76001.

2. Required Certifications

- A. CCCD certifies that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in California Education Code Section 87010, or any controlled substance offense as defined in California Education Code Section 87011.
- B. HBUHSD 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. The list of participating faculty members is listed on Appendix A.
- C. CCCD 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.

- D. CCCD hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at CCCD Colleges.
- E. CCCD hereby certifies that the relevant CCCD Colleges academic departments offering the courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the semester.
- F. CCCD hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at CCCD.
- G. CCCD hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated 2020.
- H. The Districts hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.
- I. CCCD will be the employer of record and compensate HBUHSD teachers hired as CCCD part-time faculty to teach CCCD college-level courses for courses which are not part of the regular high school teaching load paid by HBUHSD. The appropriate CCCD Vice President of Instruction or designee will be the Administrative Supervisor for the HBUHSD teachers hired as CCCD part-time faculty to teach assigned dual enrollment classes under this agreement.
- J. HBUHSD teachers teaching CCCD college-level courses scheduled as part of the regular high school teaching load paid by HBUHSD, which are in addition to the regular 240 minutes of high school classes, will be compensated by HBUHSD. HBUHSD will invoice CCCD for the cost of the instructional time of the class(es) and for the non-instructional hours associated with activities required by CCCD in which the teacher participates at the rate CCCD would have compensated the HBUHSD teacher if the teacher were hired as CCCD part-time faculty.
- K. CCCD will be the employer of record for:
 - i any CCCD faculty teaching at a CCCD college,
 - ii any CCCD faculty teaching dual enrollment classes at a high school,
 - iii any HBUHSD teachers hired as CCCD part-time faculty to teach assigned dual enrollment classes to be taught at a high school outside the regular teaching load paid by HBUHSD,
 - iv any HBUHSD teachers hired as CCCD part-time faculty to teach assigned dual enrollment classes to be taught at a high school in lieu of their high school planning period.

- L. HBUHSD teachers may voluntarily agree to co-teach a dual enrollment course with a CCCD faculty. Such co-teaching situations need to be reviewed and approved by the CCCD Vice President of Instruction or designee and the CCCD faculty assigned to teach the respective course as well as by the HBUHSD Assistant Superintendent. The CCCD faculty will be the instructor of record for the course. The HBUHSD teacher co-teaching the course will support the CCCD faculty and the students in a manner mutually agreed upon between CCCD and HBUHSD. The HBUHSD teacher co-teaching the course will be compensated by HBUHSD.
- M. HBUHSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. CCCD Colleges will direct the respective college departments to conduct evaluation of all CCCD faculty and HBUHSD teachers teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.
- N. The Districts hereby certify that any remedial course taught by community college faculty at any HBUHSD high school 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 HBUHSD, 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.
- O. The HBUHSD teacher shall be deemed to be an employee of CCCD solely for the purposes of complying with the provisions of 5 CCR §§ 58051 and 58056, but for all other purposes, including but not limited to compensation, tenure and rights under collective bargaining agreements; the HBUHSD teacher described in 2-K.iv shall continue to be an employee of HBUHSD.

3. Duties of the HBUHSD Teacher Teaching Courses Offered as Part of This Agreement, and the Conduct of the Courses.

- A. When the HBUHSD Teacher is teaching a Course offered as part of this agreement, CCCD shall have the primary right to control and direct the instructional activities of the HBUHSD Teacher. (5 CCR § 58058(b)).
- B. The HBUHSD Teacher shall provide the necessary supervision and control for the protection of the health and safety of the students and shall not have any other assigned duty during the instructional activity, and must be physically present in the classroom or laboratory while teaching the Course.
- C. The HBUHSD Teacher shall teach the Course at a comparable level of rigor to courses offered at CCCD, in a manner consistent with the approved outline of record for the Course, and for the same number of hours as the same or similar courses taught at CCCD.
- D. Students shall be evaluated and graded according to the same standards as students

taking the same or equivalent courses at CCCD.

- E. CCCD will provide the HBUHSD Teacher with an orientation, instructor's manual, course outlines, curriculum materials, and other services that CCCD provides to faculty who teach classes at CCCD.
- F. CCCD will encourage the use of Open Educational Resources for courses offered under this Agreement.

4. Participation in Workshops and Meetings, Facilitating Enrollment, and End-of-Term Reporting.

- A. The HBUHSD Teacher shall attend the mandatory annual instructor orientation before the beginning of CCCD's term.
- B. The HBUHSD Teacher shall attend the annual or bi-annual articulation/instructional meeting held at CCCD and report current course offerings, enrollment status, future planned courses, and agree with CCCD Department Chairs on textbook and course content.

5. Compensation

- A. CCCD shall pay the HBUHSD teachers hired as CCCD part-time faculty according to the applicable CCCD salary schedule and collective bargaining agreements for CCCD part-time faculty for each course taught outside the regular teaching load paid by HBUHSD during that term for complying timely and accurately with all categories of duties described in Section 3 of this Agreement. HBUHSD will be the employer of record for teaching assignments which are part of the regular teaching load paid by HBUHSD and be responsible for compensating the teacher for those hours.
- B. If the HBUHSD teacher is unable to teach a course for an entire term through no fault of their own, the compensation will be pro-rated based upon the percentage of instructional days taught by the HBUHSD teacher.
- C. Other than the compensation paid by CCCD to the HBUHSD teacher hired as a CCCD part-time faculty for the purpose of teaching a dual enrollment course(s) offered as part of this Agreement, CCCD shall have no obligation to compensate the HBUHSD teacher or to provide him or her with any other benefits or rights afforded to CCCD employees.

6. Additional CCAP Partnership Conditions

In accordance with California Education Code section 76004, CCCD hereby agrees to the conditions specified below:

- A. CCCD 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 this CCAP partnership agreement.

- B. For purposes of allowances and apportionments from Section B of the State School Fund, CCCD conducting a closed course on a high school campus as described in Section 6-A shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.
- C. CCCD may allow a special part-time student participating in this CCAP partnership agreement to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
 - 1) The units constitute no more than four community college courses per term. However, CCCD agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high school day. Pupils under this Agreement could take up to 15 units or a maximum of four college courses per term, but the other two community college courses must occur in zero period, after school, at the community college campus, or online.
 - 2) The units are part of an academic program that is part of the CCAP partnership Agreement.
 - 3) 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.
 - 4) CCCD shall exempt special part-time students described in this section from the fee requirements in California Education Code sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- D. CCCD will communicate with HBUHSD at least 45 calendar days in advance of the start of the term whether a class cannot be staffed.
- E. HBUHSD is responsible for acquiring and providing to students the textbooks and other applicable materials required for the classes taught under this Agreement.

7. Funding

The Districts agree that neither shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. The HBUHSD and the CCCD agree that the HBUHSD shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction. CCCD shall claim apportionment for classes offered as part of this Agreement as allowed by California Education Code.

In accordance with California Education Code Section 76004, the attendance of a high school pupil at a community college as a special part-time or full-time student as part of this CCAP partnership is authorized attendance for which the community college shall be credited or reimbursed pursuant to California Education Code Section 48802 or 76002,

provided that no school district has received reimbursement for the same instructional activity.

8. Joint Use of Facilities

CCCD and HBUHSD agree to share facilities as needed to ensure the CCAP partnership courses have adequate facilities.

9. Information Sharing

CCCD and HBUHSD agree to share information to the maximum extent permitted by state and federal law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. section 1232g and 34 C.F.R. part 99, to ensure student success. Information that may be shared may include, but not be limited to, the following:

- (a) Grades
- (b) Attendance
- (c) Test scores

10. Parent Authorization

Parental consent for high school pupils to enroll in community college courses shall be obtained by HBUHSD. In addition, any parent/legal guardian authorizations to share information shall be obtained by the Districts, as applicable.

11. Reporting Requirements

CCCD and HBUHSD agree to annually report to the office of the Chancellor of the California Community Colleges the following:

- A. The total number of high school pupils by school site enrolled in the CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- B. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- C. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
- D. The total number of full-time equivalent students generated by CCAP partnership community college district participants.

12. Term of the Agreement

This term of the Agreement will be July 1, 2024, through June 30, 2027, subject to termination as set forth herein.

13. Termination

Participation in this Agreement may be terminated by either party. A District wishing to

terminate shall provide thirty (30) days prior written notice to the other District. The Districts agree that services will continue through the end of the academic year.

14. Indemnification

HBUHSD agrees to defend, indemnify and hold harmless CCCD, its governing board, agents and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of HBUHSD.

CCCD agrees to defend, indemnify and hold harmless HBUHSD, its governing board, agents and employees from every claim or demand made and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the intentional or negligent act or negligent omission of CCCD.

15. Insurance

Each of the Districts has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of either party to this Agreement.

16. Independent Contractors

Each District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each District understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any of the participating Districts to this Agreement. Each District assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each District shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to District's employees.

17. Assignment

This Agreement and the services provided herein shall not be assigned by either party.

18. Points of Contact and Notices

Notice shall be in writing and be given by personal service, inter-district mail service, or by U.S. Mail, postage prepaid, to the contacts noted below. Notice shall be considered given when received, if personally served; if provided by inter-district mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

Coast Community College District Point of Contact
Name: Dr. Andreea Serban
Title: Vice Chancellor Educational Services and Technology
Contact Information: aserban@cccd.edu, (714) 438-4698

Huntington Beach Union High School District Point of Contact
Name: Dr. Owen Crosby
Title: Assistant Superintendent, Educational Services
Contact Information: ocrosby@hbuhd.edu, (714) 903-7000 ext. 504401

19. **Applicable Laws.** The Districts agree to comply with all laws, rules and regulations applicable to providing CCAP services in the State of California.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Districts. This Agreement may be amended only by a written amendment executed by the Districts.

Huntington Beach Union High School District

Dr. Clint Harwick, Superintendent	Date

Coast Community College District

Dr. Whitney Yamamura, Chancellor	Date

CCCD Board approval on	June 18, 2024
HBUHSD Board approval on	June 25, 2024

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APPENDIX A

Schedule of classes, locations, and times. This section will be modified every term to respond to changing needs of our students.

Course	Start/End Date	Mtg Days	Location	Instructor
GENERAL				
CTE				
OTHER				