

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2022-2023**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Monterey Peninsula Community College District (“MPCCD”), on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940, and Pacific Grove Unified School District hereinafter known as “SCHOOL DISTRICT.” MPCCD and SCHOOL DISTRICT may collectively be referred to herein as the “Parties” or individually as “Party.”

WHEREAS, the mission of the COLLEGE states that “Monterey Peninsula College is actively committed to student access and success and to fostering an equitable, inclusive, respectful, and supportive community by providing excellent academic programs and student services that respond to the needs of our richly diverse region. The College welcomes all students seeking to enrich their lives, advance their careers, complete certificates, earn associate degrees, and transfer to continue their education” ; 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, SCHOOL DISTRICT is a public school district serving grades 7-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Education Code section 76004, subd. (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code section 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” 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.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d)); and

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 and COLLEGE.

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2022 and ending on June 30, 2023, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 20 of this CCAP Agreement.
- 1.2 This CCAP Agreement outlines the terms of the agreement between the Parties. 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 the COLLEGE for those students; the scope, nature, time, location, and listing of 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 SCHOOL DISTRICT pupils to enroll in COLLEGE courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the COLLEGE and SCHOOL DISTRICT. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of this 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. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COLLEGE and SCHOOL DISTRICT shall each present, take comments from the public on, and approve or disapprove this CCAP Agreement at an open public meeting. (Ed. Code, § 76004, subd. (b)(2).)

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, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. (Ed. Code, § 76004, subd. (a).) All COLLEGE courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law.
- 2.2 Pupil or Student - A resident or nonresident student attending high school in California. SCHOOL DISTRICT pupils enrolled in a course offered through this CCAP partnership shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).)

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

- 3.1 Student Eligibility - SCHOOL DISTRICT 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” 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.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) Sec. 1, subd. (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 the 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 the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement (“Participating Students”) shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD 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 SCHOOL DISTRICT unless otherwise specified in the CCAP Agreement Appendix.
- 3.5 Priority Enrollment - COLLEGE may assign priority course registration to a pupil seeking to enroll in a COLLEGE course that is required for the pupil’s CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g)(1).)
- 3.6 COLLEGE shall not provide physical education course opportunities to SCHOOL DISTRICT 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. (Ed. Code, § 76004, subd. (d).)
- 3.7 Students participating in CCAP Agreement Courses may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004(p) (“Special Part-Time Students”). 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 this CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating in CCAP Agreement Courses no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each Participating Student has completed the COLLEGE enrollment application process.

5. PARTICIPATING STUDENTS

- 5.1 A SCHOOL DISTRICT student enrolled in CCAP Agreement Courses shall not be assessed any fee that is prohibited by Education Code sections 49011. (Ed. Code, § 76004, subd. (f).) MPCCD shall exempt Special Part-Time Students participating in CCAP Agreement Courses from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subd. (q).)
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the CCAP Agreement Appendix. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating Students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to Participating Students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 The SCHOOL DISTRICT and MPCCD hereby represent and warrant that they will satisfy their respective obligations pursuant to state and federal law regarding students with disabilities who enroll in CCAP Agreement Courses.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the MPCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a COLLEGE course solely to eligible SCHOOL DISTRICT students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the COLLEGE course is offered pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the courses solely to SCHOOL DISTRICT students. (Ed. Code, § 76004, subd. (o)(1).)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by COLLEGE shall first be determined by COLLEGE with the approval of the Governing Board and will be recorded in the CCAP Agreement Appendix. (Ed. Code, § 76004, subd. (c)(1).) In the event that the COLLEGE has to shift mode of instruction the COLLEGE will notify the SCHOOL in a timely manner.

- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved by the Parties.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus and shall be in compliance with MPCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors shall be part of an approved Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT as required by MPCCD Business Procedures.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.

- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all Instructors teaching COLLEGE courses, including those who are SCHOOL DISTRICT employees.
- 6.15 Degree and Certificate programs that are included in this CCAP Agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide instructional support and preparation that will allow students to meet college level requirements for COLLEGE courses.
- 6.17 To the extent that the Parties offer career technical education pathways pursuant to this CCAP Agreement, COLLEGE and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The COLLEGE and SCHOOL DISTRICT governing boards shall have final decision-making authority regarding the career technical education pathways to be provided pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (b)(1).)
- 6.18 Any remedial course taught by COLLEGE instructors at a SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between COLLEGE and SCHOOL DISTRICT instructors to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)

7. INSTRUCTORS

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060 or as amended.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Ed. Code, § 76004, subd. (m)(2).)

- 7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such a complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.
- 7.5 Instructors who teach COLLEGE courses offered as part of this CCAP agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 and/or Education Code section 87013 as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 and/or Education Code section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code section 87405, et seq. when the COLLEGE is designated the employer of record.
- 7.7 COLLEGE and SCHOOL DISTRICT instructors will complete all mandatory training regarding the CCAP Agreement Courses as required by the employer of record.
- 7.8 Prior to teaching, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from 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.
- 7.9 Prior to teaching, instructors provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.
- 7.10 Instructors provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by

the terms and condition of this CCAP Agreement and shall be encouraged to participate in ongoing collegial interaction to include, but not be limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct instructors are not required to participate in these activities; however, they are encouraged to participate.

- 7.11 Performance of instructors employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where an instructor is employed by the SCHOOL DISTRICT to teach courses pursuant to this CCAP Agreement, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement to be developed between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 The COLLEGE may select instructors from the SCHOOL DISTRICT to be instructors of record for certain COLLEGE courses offered as CCAP Agreement Courses. SCHOOL DISTRICT instructors who are selected by the COLLEGE may remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the COLLEGE course.
- 7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.
- 7.14 The COLLEGE and the SCHOOL DISTRICT will work collaboratively to identify instructors from the SCHOOL DISTRICT who may meet minimum qualifications to teach a COLLEGE course and encourage them to apply for consideration. Instructors will be required to go through the COLLEGE screening process for possible selection and assignment to a course.

8. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement, alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither

COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

- 8.2 COLLEGE and SCHOOL DISTRICT employees, excluding instructors (“Personnel”) (including tutors and volunteers working with students shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 COLLEGE and SCHOOL DISTRICT Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the CCAP Agreement Appendix, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 10.2 The SCHOOL DISTRICT 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 SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)

- 10.3 The COLLEGE will provide SCHOOL DISTRICT Personnel, instructors, and volunteers 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 MPCCD policy and COLLEGE procedures and academic standards.
- 10.4 The SCHOOL DISTRICT shall provide Personnel and/or volunteers 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 to achieve the purposes of this CCAP Agreement.
- 10.5 The SCHOOL DISTRICT's employees will perform services specified in Section 10.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT employees performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 10.6 This CCAP Agreement requires an annual report as specified in the CCAP Agreement Appendix, to be submitted to the Office of the Chancellor of the California Community Colleges by COLLEGE and SCHOOL DISTRICT that includes all of the following information:
 - A. The total number of SCHOOL DISTRICT students by school site enrolled in CCAP Agreement Courses, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
 - B. The total number of COLLEGE courses by course category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)
 - C. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
 - D. The total number of full-time equivalent students generated by CCAP partnership MPCCD participants. (Ed. Code, § 76004, subd. (t)(1)(D).)

- E. The total number of full-time equivalent MPCCD students served online pursuant to this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)

11. APPORTIONMENT

- 11.1 MPCCD 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.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, if MPCCD conducts a closed course on a SCHOOL DISTRICT campus, MPCCD shall be credited with those units of full-time equivalent students attributable to the attendance of eligible SCHOOL DISTRICT pupils. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a SCHOOL DISTRICT pupil at the COLLEGE as a Participating Student is authorized attendance for which the COLLEGE shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 MPCCD 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.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in COLLEGE course(s) under this CCAP Agreement.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)

- 12.5 This CCAP Agreement certifies that any COLLEGE instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. (Ed. Code, § 76004, subd. (i).)
- 12.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT instructor teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE instructor teaching the same course at the COLLEGE's campus. (Ed. Code, § 76004, subd. (j).)
- 12.7 The COLLEGE certifies that:
- A. A COLLEGE course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the COLLEGE. (Ed. Code, § 76004, subd. (k)(1).)
 - B. A COLLEGE course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)
 - C. The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Education Code section 66010.4, and that students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. (Ed. Code, § 76004, subd. (k)(3).)
- 12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE will comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement Course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

- 13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT 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.

14. RECORDS

- 14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in CCAP Agreement Courses. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

- 14.2 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.

15. REIMBURSEMENT

- 15.1 Upon approval of the CCAP Agreement by both the COLLEGE's and SCHOOL DISTRICT's governing boards, the COLLEGE and SCHOOL DISTRICT will develop and execute an Instructional Service Agreement to, among other items, formalize staff teaching assignments and reimbursement schedules.

16. FACILITIES

- 16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct instruction pursuant to this CCAP Agreement and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 16.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The Parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.
- 16.3 The COLLEGE facilities may be used subject to mutual agreement by the Parties as set forth in the CCAP Agreement Appendix.

17. INDEMNIFICATION

- 17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD 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 SCHOOL DISTRICT's performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 17.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT 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 MPCCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE and their officers, employees, independent contractors, subcontractors, agents and other representatives.

18. INSURANCE

- 18.1 The SCHOOL DISTRICT, in order to protect the MPCCD, 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 CCAP 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 the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.
- 18.2 MPCCD, in order to protect the SCHOOL DISTRICT, 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 CCAP 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 the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- 18.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its employees who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing,

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

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

20.1 Either Party may terminate this CCAP Agreement by giving written notice specifying the effective date 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 21 below.

21. NOTICES

21.1 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:

MPCCD/COLLEGE
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940
Attn: Laurence E. Walker, Vice President of Student Services

SCHOOL DISTRICT
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950
Attn: Shane Steinback, Pacific Grove High School Assistant Principal

22. INTEGRATION

22.1 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 CCAP Agreement.

MODIFICATION AND AMENDMENT

23.1 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.

24. GOVERNING LAWS

24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of MPCCD, 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.

26. SEVERABILITY

26.1 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.

27. COUNTERPARTS

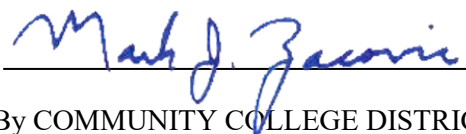
27.1 This CCAP Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on: May 2, 2022

Executed on: April 27, 2022



By SCHOOL DISTRICT



By COMMUNITY COLLEGE DISTRICT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (“CCAP”) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Monterey Peninsula Community College District (“MPCCD”) on behalf of Monterey Peninsula College (“COLLEGE”), 980 Fremont Street, Monterey, CA 93940 and Pacific Grove Unified School District (“SCHOOL DISTRICT”); and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using this CCAP Agreement Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of SCHOOL DISTRICT students to be served and the total number of full-time equivalent students projected to be claimed by MPCCD for those students; the scope, nature, time, location, and listing of COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, this 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 SCHOOL DISTRICT pupils to enroll in COLLEGE courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code section 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE (Ed. Code, § 76004, subd. (k)(3)).

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

a. COLLEGE and SCHOOL DISTRICT shall each hold one public (adoption) meeting to review and approve this CCAP Agreement and shall receive public comment regarding this CCAP Agreement at such meetings. (Ed. Code, § 76004, subd. (b)(2).)

b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California Community Colleges and the California Department of Education prior to the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)

c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** of each year and follow the protocols set forth in (a) and (b) of this section with respect to each new or amended CCAP Agreement.

d. MPCCD, COLLEGE and SCHOOL DISTRICT points of contact (Ed. Code, § 76004, subd. (c)(2)):

e.

LOCATION	NAME	TELEPHONE	EMAIL
MPCCD/COLLEGE:	Laurence E. Walker, Vice-President of Student Services	(831) 646-4191	lwalker@mpc.edu
SCHOOL DISTRICT:	Shane Steinback, Pacific Grove High School Assistant Principal	(831) 646-6590 ext. 274	steinback@pgusd.org

2. STUDENT SELECTION

- A. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of this CCAP Agreement (“Participating Students”) no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of SCHOOL DISTRICT students in a CCAP Agreement COLLEGE course.
- B. SCHOOL DISTRICT shall select students consistent with the intent of Assembly Bill 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”) 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.” (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d).)
- C. COLLEGE and SCHOOL DISTRICT shall certify that SCHOOL DISTRICT Participating Students will have a signed parental consent form on file with the COLLEGE. (Ed. Code, § 76004, subd. (c)(1).) SCHOOL DISTRICT students will only be required to submit one parental consent form for the duration of each student’s participation in this CCAP partnership.
- D. COLLEGE and SCHOOL DISTRICT shall certify that certain students (“Special Part-Time Students”) may enroll in up to a maximum of 15 units per term pursuant to this CCAP Agreement, the units may not constitute more than four COLLEGE 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. (Ed. Code, § 76004, subd. (p).)

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

- A. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

5. CCAP AGREEMENT PROGRAM YEAR FALL 2022 - COLLEGE 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.

PROGRAM YEAR:2022-23 COLLEGE: Monterey Peninsula College SCHOOL DISTRICT: PGUSD

A. 1 HIGH SCHOOL: Pacific Grove High School

EDUCATIONAL PROGRAM: Photography

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30	TOTAL PROJECTED FTES: 3
---	-------------------------

COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
DIGITAL PHOTOGRAPHY I	ARTP 12A	3	Spring	HS Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
PHOTO I: BLACK AND WHITE	ARTP 11A	3	Fall/Spring	HS Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
INTRO. TO PHOTOGRAPHY	ARTP 10	3	Fall	HS Staff	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

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

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

A. 2 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
Digital Photography	To be determined	TBD		
Photography I: Black and White	To be determined	TBD		
INTRO. TO PHOTOGRAPHY	To be determined	TBD		

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**B. 1 HIGH SCHOOL:** Pacific Grove High School      **EDUCATIONAL PROGRAM:** Computer Networking and Security

|                                           |                           |
|-------------------------------------------|---------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 15 | TOTAL PROJECTED FTES: 1.5 |
|-------------------------------------------|---------------------------|

| COURSE NAME               | COURSE NUMBER | UNITS | TERM   | INSTRUCTOR | EMPLOYER OF RECORD                                                 | LOCATION                                                           |
|---------------------------|---------------|-------|--------|------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| PROGRAMMING FUND.: PYTHON | CSIS 9        | 3     | Spring | HS Staff   | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

|                       |         |   |        |          |                                    |                                    |
|-----------------------|---------|---|--------|----------|------------------------------------|------------------------------------|
| PROG. METHODS I: JAVA | CSIS 10 | 4 | Spring | HS Staff | <input type="checkbox"/> CC [X] 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)*):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**B.2 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 |
|----------------------------------------------|---------------------------------------------------------------------------------------|----------------|-------------------------------|------|
| CSIS 9- Programming<br>Fundamentals - Python | How to Think Like a Computer Scientist:<br>Interactive Edition (Using Python 3.x)     | Free<br>online |                               |      |
|                                              | Python for Informatics: Exploring Information                                         | \$0.00         |                               |      |
|                                              | Eloquent JavaScript A Modern Introduction to<br>Programming                           |                |                               |      |
|                                              |                                                                                       |                |                               |      |
| CSIS 10A Programming<br>Methods I ; JAVA     | Think Java by Allen Downey and Introduction to<br>Programming Using Java by David Eck | Free<br>online |                               |      |

|  |  |        |  |  |
|--|--|--------|--|--|
|  |  | \$0.00 |  |  |
|--|--|--------|--|--|

**C.1 HIGH SCHOOL: Pacific Grove High School**

**EDUCATIONAL PROGRAM: Hospitality**

|                                            |                          |
|--------------------------------------------|--------------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 120 | TOTAL PROJECTED FTES: 12 |
|--------------------------------------------|--------------------------|

| <b>COURSE NAME</b>                                | <b>COURSE NUMBER</b> | <b>UNITS</b> | <b>TERM</b> | <b>INSTRUCTOR</b> | <b>EMPLOYER OF RECORD</b>                                          | <b>LOCATION</b>                                                    |
|---------------------------------------------------|----------------------|--------------|-------------|-------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Catering                                          | HOSP 20              | 2            | Spring      | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Culinary Foundations of Professional Cooking 1    | HOSP 23              | 3            | Fall        | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Bakeshop: Yeasted and Non-Yeasted Breads          | HOSP 77              | 0.5          | Fall        | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Pies and Tarts                                    | HOSP 81              | 0.5          | Fall        | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Bakeshop: Basic Baking Techniques                 | HOSP 78              | 1            | SPRING      | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| French Pastries and Restaurant Style Desserts     | HOSP 83              | 0.5          | SPRING      | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Bakeshop: Cakes, Tortes and Decorating Techniques | HOSP 82              | 1            | SPRING      | HS Staff          | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |



|                 |            |     |        |          |                                                                    |                                                                    |
|-----------------|------------|-----|--------|----------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Work Experience | COOP 91.21 | 1-2 | SPRING | HS Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
|-----------------|------------|-----|--------|----------|--------------------------------------------------------------------|--------------------------------------------------------------------|

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

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**C. 2 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 |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------|------|
| <b>Catering</b>                                | None                                                                                                                                                                                                                                                                   |      |                               |      |
| Culinary Foundations of Professional Cooking 1 | Professional Chef (Study Guide) Author: Culinary Inst of America Edition: 9 <sup>th</sup> ISBN: 9781118139882 Copyright Year: 2011 Publisher: John Wiley & Sons, Incorporated<br><br>Professional Chef Author: Culinary Inst of America Edition: 9 <sup>th</sup> ISBN: |      |                               |      |

|                                                      |                                                                                     |  |  |  |
|------------------------------------------------------|-------------------------------------------------------------------------------------|--|--|--|
|                                                      | 9780470421352 Copyright Year:<br>2011 Publisher: John Wiley & Sons,<br>Incorporated |  |  |  |
| Bakeshop: Yeasted and<br>Non-Yeasted Breads          | None                                                                                |  |  |  |
| Pies and Tarts                                       | None                                                                                |  |  |  |
| Bakeshop: Basic Baking<br>Techniques                 | None                                                                                |  |  |  |
| French Pastries and<br>Restaurant Style Desserts     | None                                                                                |  |  |  |
| Bakeshop: Cakes, Tortes and<br>Decorating Techniques | None                                                                                |  |  |  |
| Work Experience                                      | None                                                                                |  |  |  |

**D. 1 HIGH SCHOOL: Pacific Grove High School and  
Pacific Grove Adult School**

**EDUCATIONAL PROGRAM: Online Academy**

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

| COURSE NAME |               |       |      |            |                    |          |
|-------------|---------------|-------|------|------------|--------------------|----------|
| COURSE NAME | COURSE NUMBER | UNITS | TERM | INSTRUCTOR | EMPLOYER OF RECORD | LOCATION |

|                              |         |   |             |           |                                    |                                    |
|------------------------------|---------|---|-------------|-----------|------------------------------------|------------------------------------|
| Child Growth and Development | ECED 1  | 3 | Spring      | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| Child, Family, and Community | ECED 55 | 3 | Fall        | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| AFR.-AMER. ARTS/MUSIC        | ETNC 5  | 3 | Spring      | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| INTRO TO SOCIAL JUSTICE      | ETNC 10 | 3 | Fall        | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| INTRO GENDR/WOMN STUDIES     | GWOS 1  | 3 | Fall        | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| GENDER,SEX & POP CULTURE     | GWOS 4  | 3 | Spring      | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| COLLEGE SUCCESS              | PERS 10 | 1 | Fall/Spring | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| Study Skills for Success     | PERS 59 | 1 | Fall/Spring | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |
| Foundations of Career Choice | PERS 71 | 1 | Fall/Spring | MPC Staff | [X] CC <input type="checkbox"/> HS | [X] CC <input type="checkbox"/> HS |

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

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**D. 2 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.

| <b>COURSE NAME</b>                                | <b>TEXT</b>                                                                                                                  | <b>COST</b>                        | <b>OTHER INSTRUCTIONAL MATERIALS</b> | <b>COST</b> |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|-------------|
| ECED 1 Child Growth and Development               | Martorell, G (2013). Child,From Birth to Adolescence.New York, NY: McGraw-Hill Companies,Inc.                                | No cost already purchased<br>\$109 |                                      |             |
| ECED 55 Child, Family, and Community              | Berns, R.M., (2016). Child, Family, School, Community Socialization and Support (10 <sup>th</sup> Edition), Cengage Learning | No cost already purchased<br>\$80  |                                      |             |
| ETNC 5                                            | 1. Lift Every Voice<br>ISBN: 9780742558120<br>Author: Peretti<br>Publisher: Rowman& Littlefield Publishing                   |                                    |                                      |             |
| ETNC 10                                           | Open source                                                                                                                  |                                    |                                      |             |
| GWOS 1 Introduction to Gender and Women's Studies | 1. Mrs. Packard by Emily Mann<br>978-0-88145-558-8<br><br>2. I'm Down by Mishna Wolfe 978-                                   | Copies at Marina HS                |                                      |             |

|                                               |                                                                  |                     |  |  |
|-----------------------------------------------|------------------------------------------------------------------|---------------------|--|--|
|                                               | 0-312-37909-4                                                    |                     |  |  |
| GWOS 4 Gender, Sexuality, and Popular Culture | 1. Feminism and Pop Culture by Andi Zeisler ISBN-10 : 1580052371 | Copies at Marina HS |  |  |
| PERS 10 College Success                       | Open source                                                      |                     |  |  |
| PERS 59: Study Skills for Success             | Open source provided by the instructor                           |                     |  |  |
| PERS 71: Foundations of Career Choice         | Open source provided by the instructor                           |                     |  |  |

## **5. MANDATED ANNUAL STATE REPORTING**

- A. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership MPCCD participants.
- B. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement Course, which enrollment numbers shall be aggregated by gender and ethnicity and reconciled on or before June 30 of each year and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the Office of the Chancellor of the California Community Colleges. (Ed. Code, § 76004, subd. (t)(1)(A).)
- C. COLLEGE and SCHOOL DISTRICT shall report the annual total number of COLLEGE courses by category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)
- D. COLLEGE and SCHOOL DISTRICT 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, by Participating Students (Ed. Code, § 76004, subd. (t)(1)(C).)
- E. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. (Ed. Code, § 76004, subd. (t)(1)(D).)
- F. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students served online generated by MPCCD participants in this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)
- G. COLLEGE and SCHOOL DISTRICT 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.

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

- A. COLLEGE and SCHOOL DISTRICT shall implement operational protocols consistent with the collection of Participating Student data and the timely submission of the data.
- B. COLLEGE shall report all program and Participating Student data to the Office of the Chancellor of the California Community Colleges.

## **7. PRIVACY OF STUDENT RECORDS**

COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in CCAP Agreement Courses and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (“FERPA”), as set forth in 20 U.S.C. section 1232g; Title 34, Code of Federal Regulations Part 99, including the disclosure provisions of Title 34, Code of Federal Regulations section 99.30 and state law as set forth in Education Code sections 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further 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); Ed. Code, §§ 49064, 49076.)

- A. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to federal and State law, as may be as applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, § 49076.)
- B. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations section 99.32 and under Education Code section 49064 as applicable.
- C. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this CCAP Agreement, MPCCD and SCHOOL DISTRICT hereby acknowledges that they have been provided with the notice required under Title 34, Code of Federal Regulations, section 99.33(d) that they are 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.

**8. FACILITIES USE**

- A. MPCCD and SCHOOL DISTRICT shall adhere to the terms outlined in Section 16, Facilities, of this CCAP Agreement.
- B. COLLEGE, as part of Section 16.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities to the SCHOOL DISTRICT:

| <b>BUILDING</b> | <b>CLASSROOM</b> | <b>DAYS</b>    | <b>HOURS</b>   |
|-----------------|------------------|----------------|----------------|
|                 | TBD              | See days above | See days above |
|                 |                  |                |                |
|                 |                  |                |                |
|                 |                  |                |                |