

**West Kern Community College District Taft Union High School
District
Board of Trustees Meeting**

**COLLEGE AND CAREER ACCESS PATHWAYS
(CCAP) AGREEMENT between WEST KERN COMMUNITY
COLLEGE DISTRICT (WKCCD) and TAFT UNION HIGH
SCHOOL DISTRICT (TUHSD)**

Status: **Action**

Presented by: Mark Williams,
Vice President, Instruction

Issue

New legislation on Dual Enrollment requires College and Career Access Pathways (CCAP) agreements under AB 288 be presented to both the Taft College and TUHS Boards, first as informational items and in the subsequent month as an action item.

Background

Taft Union High School (TUHS) has previously partnered with West Kern Community College District (WKCCD) Concurrent Enrollment and Articulation opportunities. Recent legislation provides options for strategically restricting enrollment when appropriate and simplifying apportionment concerns. The initial Career Technical Educational pathway will be Welding courses, starting with WELD 1500-Welding Processes and INTC 1000 Career Readiness in Industrial Technology.

Recommended Action

It is recommended that the Board of Trustees for Taft College approve the CCAP agreement with TUHSD.

West Kern Community College District / Taft Union High School District College and Career Access Pathways (CCAP) Agreement

THIS AGREEMENT, made and entered into _____(enter date agreement signed), between the WEST KERN COMMUNITY COLLEGE DISTRICT hereinafter called “WKCCD” and TAFT UNION HIGH SCHOOL DISTRICT, hereinafter called the “TUHSD”; and supersedes all previous contracts and shall be valid for a period not to exceed one year, and supersedes all previous education Agreements. Specific agreement between Taft Union High School (TUHS) and Taft College (TC).

Whereas additional addendums are permits in this document as needed.

Taft College and Taft Union High School

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

1. TC shall be responsible for:
 - a. Providing mutually agreed upon college-level courses at Taft Union High School (TUHS).
 - i. Fall 2017 – WELD 1500
 - ii. Spring 2018 – INTC 1000
 - b. Selecting the faculty member to teach the course(s).
 - c. Evaluating the faculty member teaching the course(s), as per the faculty member’s union master agreement.
 - d. Providing student support services to ensure proper testing, advisement, and enrollment.
 - e. Maintaining liability/property insurance coverage consistent with TC’s existing coverage and limits existing throughout TC.
 - f. Holding TUHS students enrolled in the course(s) accountable to the standards for the policies and procedures of TC.

- i. WELD 1500, K Building, 3 unit, TUHS, 1 section, 8/14/2017 - 12/22/2017, capacity 20.
 - ii. INTC 1000, K Building, 3 unit, TUHS, 1 sections, 1/18/2018 - 5/30/2018, capacity 20.
- e. TC will require each high school student to complete the college's Concurrent High School Student Permission Form (special admit form).
- f. A part-time student participating in this CCAP Partnership Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:
 - i. The units constitute no more than four community college courses per term.
 - ii. The units are part of an academic program that is part of a CCAP partnership agreement.
 - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- g. Information sharing: Upon signatory authorization by the high school administrator, parent/guardian, and student this form provides consent for information sharing between TC and the TUHS to include the following: Any and all admissions, registration, and grade information. Form signatories agree to notification of Family Educational Rights of Privacy Act (FERPA) regulations and limitations.
- h. Parental consent: Upon signatory authorization by the high school student's parent/guardian parental consent for registration and enrollment in the designated TC courses is provided.
- i. Ability to benefit: High school students are deemed able to benefit from TC courses as determined by the recommendation of the designated high

school administrator and/or standard TC instituted pre-requisite criteria.

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

- q. TC certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- r. TC certifies that the college course(s) noted within this agreement do not reduce access to the same course offered at the partnering community college campus.
- s. TC certifies that the college course(s) noted within this agreement are not over enrolled.
- t. TC certifies that the offering of college course(s) noted within this agreement is consistent with the core mission of the community college pursuant to Section 66010.4 and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- u. TC certifies the community college district complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- v. TUHS certifies the community college complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- w. TC will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.
- x. TC will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- y. At no cost to TUHS, TC will provide supportive services of staff members who will facilitate coordination and cooperation between TC and TUHS. TC will provide TUHS personnel with reasonable assistance,

direction and instruction in how to fulfill their responsibilities under this agreement, including conducting appropriate student assessments, outreach/recruitment activities and the TC's application procedures.

- z. TC and TUHS will designate a liaison(s) or point of contact. The following person(s) has been designated:

Name: Mark Williams

Title: Vice President of Instruction

Phone: 661-763-7871

E-mail: mwilliams@taftcollege.edu

Name: Tony Cordova

Title: Director, CTE & Workforce Development

Phone: 661-763-7814

E-mail: acordova@taftcollege.edu

Name: Sandra Mittlesteadt

Title: CTEC Administrator

Phone: 661-763-2390

E-mail: smittlesteadt@taftunion.org

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

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

6. WKCCD shall indemnify and hold harmless the TUHSD, its officers, agents, employees and students from all loss, costs, expense, claims or liability connected with the performance of the TC faculty member and staff.
7. TUHSD will indemnify and hold harmless the WKCCD, its officers, agents, employees and students from all loss, costs, expense, claims or liability connected with the performance of its responsibilities under this agreement.
8. This Agreement represents the entire agreement between WKCCD and TUHSD as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

West Kern Community College District WKCCD

Taft Union High School District TUHS

Dr. Debra Daniels
Superintendent/President

Dr. Blanca Cavazos
Superintendent