Board Agenda Item

Date: April 3, 2018
Submitted by: Dr. Debra Daniels, Superintendent/President
Area Administrator: Dr. Debra Daniels, Superintendent/President
Subject: Request for Approval

Board Meeting Date: April 11, 2018

Title of Board Item:
Second Presentation and Request for Approval: College and Career Access Pathways (CCAP) Agreement with Taft Union High School District (TUHSD)

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 was Welding courses, starting with WELD 1500 – Welding Processes and INTC 1000 – Career Readiness in Industrial Technology. We are requesting to continue these course offerings through this agreement.

Terms (if applicable):
Effective upon signature for 1 year

Expense (if applicable):
The agreement for dual enrollment with TUHS is a zero cost course for students meeting eligibility. Zero cost for WKCCD.

Fiscal Impact Including Source of Funds (if applicable):
Apportionment will be awarded to WKCCD as per CCAP agreement.

Approved: [Signature]
Dr. Debra Daniels, Superintendent/President
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).

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 2018 – WELD 1500
      ii. Spring 2019 – 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.
g. Providing student performance information to the student and TUHS upon request.

h. Collecting and submitting attendance information to TUHS in the form and manner the faculty would collect such data for submission of Full Time Equivalent Student (FTES) information to the California Community College State Chancellor’s Office.

i. Submitting FTES to California Community College Chancellor’s Office as authorized by statute.

2. TUHS shall be responsible for:
   a. Providing an appropriate location and instructional space for the course(s).
   b. Maintaining liability/property insurance coverage consistent with TUHS’s existing coverage and limits existing throughout TUHSD.
   c. Supplying the faculty with the ability to properly utilize TUHSD’s facilities (appropriate keys, copying, and other support which the faculty identifies to ensure student success).
   d. Holding TUHS students enrolled in the course(s) accountable to the standards for the policies and procedures of TUHSD.

3. Protocols required for College and Career Access Pathways (CCAP) partnerships (California Code of Regulations, Title 5, section 76004 [AB288 – Holden]):
   a. Total number of students to be served: 20
   b. Total Full-Time Equivalent Students (FTES) expected to be claimed by WKCCD: 4
   c. Scope & nature of the courses, including applicable programs of study:
      i. Welding courses applied as required core courses for successful completion of Associate of Science in Welding Technology, a non-transferrable degree.
   d. Course(s), location, time, capacity
i. WELD 1500, K Building, 3 unit, TUHS, 1 section, 8/13/2018 - 12/21/2018, capacity 20.

ii. INTC 1000, K Building, 3 unit, TUHS, 1 sections, 1/17/2019- 5/30/2019, 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 form 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 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: Dr. Debra Daniels  
   Title: Superintendent/President  
   Phone: 661-763-7710  
   E-Mail: daniels@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-2000e9 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                        Dr. Blanca Cavazos
Superintendent/President                 Superintendent

Instructional CCAP 2018