

**College and Career Access Pathways (CCAP)
Partnership Agreement between
Southwestern Community College District (SCCD)
and
Coronado Unified School District (CUSD)**

In accordance with Education Code Section 76004, enacted by AB 288, Chapter 618, Statutes of 2015, the Southwestern Community College District (SCCD) and the Coronado Unified School District (CUSD) enter into this *College and Career Access Pathways (CCAP)* Partnership Agreement. This Partnership Agreement serves as the Master Agreement between both institutions intended to collectively provide education and career training for the communities served.

The CUSD Superintendent and the SCCD Superintendent/President or their designees are authorized to enter into educational Partnership Agreements in accordance with the terms and conditions of the Master Agreement. The “host” campus is the CUSD campus at which the program is being held. SCCD faculty are the college faculty working on CUSD campuses.

PURPOSE

The purpose of this College and Career Access Pathways (CCAP) Agreement is to develop a seamless pathway to community college for high school students that may not be college bound, or are traditionally underserved in higher education. This Agreement offers students the opportunity to concurrently enroll in college courses on the respective high school campus to help achieve college-readiness, and to equalize educational opportunities between advantaged and disadvantaged groups and establish a strong foundation for college success. All college courses offered under this Agreement will qualify for both high school and college credit.

TERMS OF THE AGREEMENT

This Agreement shall commence June 18, 2020 through **June 30, 2022**. The parties commit to conduct an ongoing assessment and evaluation of this educational partnership and the program components to ensure currency and compliance with federal, state, and local regulations.

CLASS OFFERINGS

Classes will be scheduled on the high school campuses of the Coronado Unified School District that are feeder high schools to Southwestern Community College District (Courses offered: See attachment A).

CUSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without additional charge to students. CUSD agrees to clean, maintain, and safeguard District premises to the same extent as it does with its other class offerings. SCCD facilities may be used subject to prior mutual agreement by

the parties expressed in writing.

INSTRUCTIONAL FACULTY

The faculty teaching courses under this Agreement shall be SCCD faculty. No SCCD faculty will be permitted to teach under this Agreement if they have ever been convicted of a sex offense as defined in Education Code Section 87010. SCCD shall be responsible for all wages and benefits, as well as performance evaluations for the SCCD faculty.

The SCCD and CUSD agree to adhere to all collective bargaining agreements and state and federal laws and reporting requirements. No SCCD faculty or CUSD teachers will be displaced by this Agreement.

Accordingly, SCCD shall be the employer of record for purposes of assignment monitoring and reporting to the County Office of Education, if required, and shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Copies of documents provided to the County Office of Education shall be provided to CUSD.

CONDITIONS

- A. The courses offered under this CCAP Partnership Agreement shall be taught on the high school campus, outside the regular school day that is claimed for Average Daily Attendance (ADA), and will be closed to the public.
- B. All of the courses shall meet both the SCCD and CUSD curriculum requirements. The college courses shall have the same quality and rigor as those courses offered on the college campuses.
- C. Students will be enrolled in a maximum of two SCCD courses per semester under this Agreement.
- D. Eligible student participants will be identified by the high school counselor/liaison at each high school campus based upon ability to benefit from the courses in accordance with the purpose of this Agreement.
- E. Pre-Collegiate courses will only be offered to high school students who do not meet state level standards in English and/or math based upon an assessment conducted by CUSD collaboration with SCCD.
- F. Students must complete a Southwestern Community College District application for admission and meet all course requisites as stated in the SCCD course catalog.
- G. Students will be required to comply with all academic requirements and deadlines in accordance with the SCCD catalog and schedule of classes.
- H. Students who do not make satisfactory academic progress in the SCCD courses offered under this Agreement may not participate in the program in a subsequent semester. Exceptions may be considered based upon extenuating circumstances.

- I. Courses will be eligible for both college and high school credit.
- J. Students must receive parental approval through the requisite application form (jointly approved by SCCD and CUSD), which includes access to student records information. As part of the permission process, parents acknowledge that their child is enrolling in a college class with adult content. A parental consent form and principal recommendation will be submitted for the duration of the student's participation in the program
- K. Students will have access to all college support services, including tutoring support, located on the college campus.
- L. Students in the program will be exempt from all fees and costs for instructional materials.
- M. SCCD courses offered on the high school campuses under this Agreement are not oversubscribed at the college and will not diminish access to the same courses offered on the SCCD campus by otherwise eligible adults.
- N. The criteria to assess the ability of pupils to benefit from those courses is as follows: Students will be recruited for this program based on a targeted GPA of 2.0-2.9 and priority will be given to first generation college students. Vulnerability for attending college post-high school graduation should also be considered. The program is not designed for students who may not graduate from high school, nor is it designed for highly motivated students who have a clear trajectory towards a 4-year university or college. Rather, it is designed for students who are uncertain about attending college or are lacking the skills and confidence to succeed in college. School Principal recommendation, School Counselor recommendation, demonstrated maturity, and SCCD Faculty recommendation may each be considered.

DATA SHARING/OWNERSHIP

- A. SCCD and CUSD desire to monitor and evaluate student progress and success and improve education programs through the analysis of academic performance data concerning their students; and
- B. Pursuant to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. Section 1232g(b)(1)(F)) and California Education Code 10807, regarding the transfer of student educational data from one educational segment to another, in effort to evaluate and improve their respective educational programs, the Parties will share academic performance data of students who have, or who are, attending their institutions by facilitating the transfer of data, ensuring the confidentiality of records, and their consistency with FERPA (Family Educational Rights and Privacy Act) guidelines.
 - 1) Timeline.
The educational institutions shall provide one another with academic data, concerning their respective students annually each August in a manner and form specified by the designated representatives of the parties including, but

not limited to, the data elements listed in Addendum #3.

2) Confidentiality.

- a) Confidential Information Defined. Each Party (the “Disclosing Party”) may from time to time during the Term disclose to the other Party (the “Receiving Party”) certain information regarding the Disclosing Party’s business, including technical, marketing, financial, employee, planning, student education records, and other confidential or proprietary information (“Confidential Information”). Data from either Party will be considered Confidential Information of that District.

Protection of Confidential Information. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The confidentiality requirements shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

- b) Exceptions. The Receiving Party’s obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- c) Return of Confidential Information. Promptly upon the written request of the Disclosing Party following termination of this Agreement, the Receiving Party will either, at Disclosing Party’s option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and certify in writing that it has fully complied with its obligations under this Section.
- d) Use of Confidential Information. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose prohibited by law or other than as required or specifically permitted by this Agreement.

Parties further agrees it will not use any personally identifiable information to engage in or facilitate targeted advertising.

Current student data from CUSD and SCCD shall be placed in CalPASSPlus annually as an intermediary to facilitate data sharing between the Parties. CUSD will upload student data to CALPADS and maintain an Agreement with CalPASSPlus such that CalPASSPlus is authorized to obtain agreed upon data for grades 7 - 12 students from CALPADS. SCCD will maintain an Agreement with CalPASSPlus to provide agreed upon data. CUSD and SCCD will initiate data requests using CalPASSPlus protocols, i.e., requesting party submits request to CalPASSPlus, CalPASSPlus seeks approval from data owner to fulfill request, CalPASSPlus provides data for approved requests.

- C. Requests for data will be initiated through the SCCD Director of Institutional Research & Assessment and the CUSD Director of Research, Evaluation and Accountability. The Parties further agree that CUSD will remind parents of students participating in Southwestern Community College District educational partnerships that parents cannot access their child's SCCD academic record without written permission of the student.

STUDENT SAFETY

- A. SCCD faculty will be trained on the specific safety protocols of the host campus, including appropriate supervision responsibilities.
- B. SCCD faculty and administration should be provided with a copy of the host campus' emergency response plan, and SCCD faculty should participate in the host facility's normal drills when they occur during a SCCD class period. During an emergency, it is the responsibility of SCCD faculty and students to follow the applicable high school campus' emergency response plan. When the emergency has subsided, it is the high school campus administration's responsibility to notify the SCCD administration with details related to the disposition of students and staff and whether additional assistance is needed. It is important that both entities recognize that Government Code section 3100-3109 describes all public employees as "disaster service workers".
- C. CUSD agrees to provide one administrator or designee from each high school where SCCD classes are taught to be trained in High School-Campus Emergency Response Training procedures.
- D. Mandated Reporting – SCCD acknowledges that its faculty and any SCCD employee who has direct contact with minors are considered mandated reporters of child abuse. SCCD representatives whose programs are located on CUSD campuses will be trained in accordance with the law.
- E. Incidents of Gender or Sex-Based Misconduct – CUSD agrees to take responsibility for victim support for all incidents of sexual harassment involving a CUSD student attending SCCD classes on high school campuses and SCCD will follow established policies and procedures for investigation of the alleged misconduct. When the misconduct includes a

student, findings will be forwarded to CUSD for appropriate student disciplinary action.

- F. Timely warning notices for CUSD shall be sent to the SCCD Superintendent/President.

STUDENT RESPONSIBILITIES

CUSD students are expected to adhere to SCCD policies and the Student Code of Conduct at all times. Any disciplinary action for a violation of the Student Code of Conduct by a student enrolled in this partnership is the responsibility of CUSD.

SCCD will provide academic accommodations for students with disabilities. It is the responsibility of CUSD to identify the need for such accommodation and to notify the course instructor and the SCCD Disability Support Services (DSS) Office within the first week of class. CUSD will ensure that SCCD academic accommodation request forms and guidelines are available to individual students and counselors as needed.

SCCD will provide academic accommodations for students with disabilities. It is the student's responsibility to contact Southwestern College's Disability Support Services (DSS) Office by calling 619-482-6512 or 619-207-4480 (video phone) in a timely manner to make an appointment to meet with DSS to request academic accommodations. DSS will authorize Academic Accommodations once the student has completed the DSS process. It is the student's responsibility to provide the SWC instructor with the DSS Authorized Academic Accommodation form in order to receive accommodations in the class.

STUDENT RECORDS/CONFIDENTIALITY

- A. Both institutions shall be familiar with, understand, and follow applicable CUSD and SCCD policies and procedures, which are available on both Districts websites.
- B. Both institutions shall keep confidential student information in conformance with all policies and procedures of both Districts, as well as applicable state and federal laws and regulations, including but not limited to Federal Family Educational Rights and Privacy Act (FERPA) of 1974. Both institutions' obligations hereunder shall include the obligation to defend, indemnify, and hold harmless the indemnified Parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by the failure to comply with student confidentiality requirements.

EMPLOYEE RESPONSIBILITIES

- A. SCCD faculty teaching at a CUSD campus are responsible for knowing all relevant policies, procedures, and protocols of their assigned CUSD campus, as well as the responsibilities for student safety and confidentiality of student records as described in the Student Safety and Student Records/Confidentiality sections of this Agreement.

SCCD and CUSD agree to ensure all SCCD faculty attend student safety training specific to the host campus.

- B. CUSD staff are responsible for securing signed acknowledgement of risk from the student's legal guardian on the Southwestern College High School Special form. The form has been jointly developed by SCCD and CUSD and includes language covering Education Code 48980. The form includes, among other items, acknowledgment that the course content of classes offered by SCCD is college level and might not otherwise be appropriate for minor students. In addition, CUSD staff are responsible for securing signed consent on the form for SCCD to authorize medical treatment from the student's legal guardian. Such executed forms are to be provided to SCCD prior to the commencement of the first day of any classes or programs covered by this Agreement.
- C. SCCD agrees to provide CUSD with access to its current SCCD policies, procedures and protocols that impact CUSD staff and parents prior to the start of the fall semester. The CUSD Superintendent's representative and the principal of the partnering high school agree to accept these materials on behalf of CUSD and acknowledge that staff, students and parents will be made aware of and trained on these materials as acknowledged by the signature of receipt of these materials. Further, CUSD agrees not to commence classes for its students in the fall of each academic year until said materials have been acknowledged through the signature of both the CUSD Superintendent's representative and the principal of the partnering high school. In the event that SCCD does not provide CUSD with these materials by the beginning of July of each academic year, then the proceeding year's rules and protocols shall govern both Parties and the same acknowledgement format of acceptance of these rules and protocols will be followed by CUSD.
- D. No officer, agent or employee of CUSD or SCCD shall be deemed an officer, agent or employee of the other Party. Neither CUSD nor SCCD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

FUNDING/EXPENSES

- A. Apportionment – Concurrently enrolled high school students shall receive college credit for all college classes offered by the SCCD. SCCD shall claim state apportionment for all attendance of concurrently enrolled high school students in college classes offered on the high school campuses. CUSD will ensure that all students are granted permission by the high school principal and parent to attend a college class while concurrently enrolled in high school. CUSD will ensure that the requisite permission forms are obtained prior the

commencement of the first day of any classes or programs covered by this Agreement. CUSD agrees to not claim for Average Daily Attendance (ADA) for the students attending college classes held on the high school campus in accordance with state regulations.

- B. Textbooks and Instructional Materials – CUSD will ensure that concurrently enrolled high school students obtain textbooks and required materials for all SCCD classes. Students shall not be required to pay for textbooks or instructional materials.
- C. Enrollment Fees – CCAP students will have their SCCD enrollment fees waived.
- D. Non-resident Tuition – CCAP students who are not residents of the State of California for tuition purposes shall have their non-resident tuition waived.
- E. Other Fees – CCAP students shall not be required to pay any community college fees.

STATE REPORTING

The following information shall be reported to the California Community College State Chancellor's Office by SCCD no later than July 15, each year, for the prior academic year.

- A. Total number of high school students enrolled, disaggregated by gender and ethnicity for each high school.
- B. Total number of courses offered at each high school, by course name and type.
- C. The number and rate of successful course completions by course and type, by high school; disaggregated by gender and ethnicity.
- D. Total Full Time Equivalent Students (FTES) generated.
- E. All other relevant information.

INDEMNIFICATION AND INSURANCE

- A. Liability – The parties agree to allocate potential liability between themselves with the intent that SCCD shall generally be responsible for the acts and omissions of its own employees and CUSD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in Section B., Mutual Indemnification.
- B. Mutual Indemnification – In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata, but instead the SCCD and CUSD agree to the following:
 - 1. Claims Arising From Sole Acts or Omissions of SCCD – The SCCD agrees to defend and indemnify the CUSD, its agents, officers and employees from any

claim, action or proceeding against CUSD, arising solely out of the acts or omissions of the SCCD in the performance of this Agreement. At its sole discretion, CUSD may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the SCCD of any obligation imposed by this Agreement. CUSD shall notify the SCCD promptly of any claim, action or proceeding and cooperate fully in its defense.

2. Claims Arising from the Sole Acts or Omissions of CUSD – CUSD agrees to defend and indemnify the SCCD, its agents, officers and employees from any claim, action or proceeding against SCCD, arising solely out of the acts or omissions of the CUSD in the performance of this Agreement. At its sole discretion, SCCD may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CUSD of any obligation imposed by this Agreement. SCCD shall notify CUSD promptly of any claim, action or proceeding and cooperate fully in the defense.
3. Claims Arising from Concurrent Acts or Omissions – SCCD agrees to defend itself and the CUSD agrees to defend itself, from any claim, action or proceeding arising out of the concurrent action or omissions of SCCD and CUSD. In such cases, SCCD and CUSD agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs except as provided in the paragraph below.
4. Joint Defense – Notwithstanding paragraph above, in a case where SCCD and CUSD agree in writing to a joint defense, SCCD and CUSD may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CUSD and SCCD. Joint defense counsel shall be selected by mutual agreement of the SCCD and CUSD. SCCD and CUSD agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. SCCD and CUSD further agree that neither Party may bind the other to a settlement agreement without the written consent of both SCCD and CUSD.
5. Reimbursement and/or Reallocation – Where a trial verdict, or neutral third party in an arbitration award allocates or determines the comparative fault of the Parties, SCCD and CUSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

C. Insurance – Without limiting the indemnification, each Party shall maintain or cause to be maintained the following insurance coverage:

1. A policy of commercial general liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate;

2. A policy of workers' compensation providing statutory coverage;
3. A policy of professional errors and omissions liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence/aggregate; and
4. Such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other party as an additional insured. A Certificate of Insurance certifying that coverage as required herein has been obtained shall be provided to the other party. The requirements of this section may be satisfied by the provision of similar coverage through a self-insurance program.

TERMINATION

This Agreement may be terminated by either party with advanced written notice. Notification of termination must be submitted by April 15 for the following academic year. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

ASSIGNMENT

Neither CUSD nor SCCD may assign or transfer any interest in this Agreement without the prior written consent of the other party.

PARTNERSHIP LIAISON

CUSD will identify a program liaison at each high school where CCAP classes are scheduled. SCCD will identify a program liaison for all high schools where CCAP classes are scheduled.

PARTNERSHIP CONTACTS

Southwestern Community College District

Minou D. Spradley, Ph.D.
Vice President for Academic Affairs
(619) 482-6338
mspradley@swccd.edu

Coronado Unified School District

Megan Battle, Ed.D.
Director of Learning
(619) 522-8900
megan.battle@coronadousd.net

Donnie Salamanca
Assistant Superintendent
Coronado Unified School District
(619) 522-8900
donnie.salamanca@coronadousd.net

NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the Party giving or serving the same, and shall be served either by personal delivery or certified mail to the following person and at the following addresses:

Southwestern Community College District

Kindred Murillo, Ed.D.
Superintendent/President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, CA 91910

Coronado Unified School District

Karl Mueller
Superintendent
Coronado Unified School District
201 Sixth Street
Coronado, CA 92118

CONTRACT DOCUMENTS

This Agreement includes the terms and conditions set forth in this document.

The duly authorized representatives of the parties sign this Agreement below.

Southwestern Community College District

Coronado Unified School District

By: _____

Kindred Murillo, Ed.D.
Superintendent/President

By: _____

Karl Mueller
Superintendent

Date: _____

Date: _____

Originator: Minou D. Spradley, Ph.D.
Vice President for Academic Affairs
Account No.: No Cost to the District

ATTACHMENT A

ANNUAL PROGRAM COMPONENTS

Courses of Instruction: Southwestern College may schedule classes each year per high school to prepare students for college success and to fulfill their general education breadth requirements while in high school:

Course Name	Course Title	Course Minimum	Course Maximum
Astronomy 101	Principles of Astronomy	30	45
Administrative Justice 111	Introduction to Administration of Justice	30	45
Administrative Justice 151	Concepts of Criminal Law	30	45
Art 104	Introduction to Art	30	45
American Sign Language 101	American Sign Language I	30	30
Comm 103	Oral Communication	30	30
Culinary Arts 170	Professional Cooking, Basic Skills	20	20
Culinary Arts 182	Introduction to Baking Skills and Culinary Arts	20	20
Engineering 110	Engineering Design and Graphics	18	18
Film Television Media Arts 120	Video Post-Production, Graphics, and Special Effects	20	20
Fire Science 101	Fire Protection Organization	25	25
Geography 100	Introduction to Geography – Physical Elements	30	45
Geography 101	Physical Geography Laboratory	25	25
Geography 120	Introduction to Geography – Cultural Elements	30	45
History/Afro 110	African-American History I	30	45
History/Afro 111	African-American History II	30	45
History/Asia 112	Asian-American History I	30	45
History/Asia 113	Asian-American History II	30	45
History 114	Filipino-American History	30	45
History/MAS 141	Mexican-American Studies I	30	45
History/MAS 142	Mexican-American Studies II	30	45
Health 101	Principles of Healthful Living	30	45
Health 110	First Responder	30	45
Health 204	Fundamentals of Nutrition	30	45
Personal Development 100	Lifelong Success	30	30
Personal Development 101	Orientation to College	30	30
Personal Development 110	College success Skills	30	32
Political Science 102	Introduction to American Government and Politics	30	45
Psychology 101	General Psychology	30	45
Psychology 230	Developmental Psychology	30	45
Soc/Psychology 116	Introduction to Social Psychology	30	45
Sociology 101	Introduction to Sociology	30	45

Additional courses may be added with mutual agreement between CUSD and SCCD. Course maximums vary by course and are determined by the course curriculum that is approved by the State of California Chancellor's Office.

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