

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter “AGREEMENT”) between Citrus Community College District (hereafter “COLLEGE DISTRICT”) and Azusa Unified School District (hereafter “SCHOOL DISTRICT”).

1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for 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” *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities 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, or helping high school pupils achieve college and career readiness;” and

WHEREAS, the governing boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that board took comments from the public and approved the AGREEMENT;

COLLEGE DISTRICT Board Meetings:

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| a. Information Board Meeting Date | 6-21-22 |
| b. Public Hearing Board Meeting Date | 7-19-22 |

SCHOOL DISTRICT Board Meetings:

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|--------------------------------------|---------|
| a. Information Board Meeting Date | 6-14-22 |
| b. Public Hearing Board Meeting Date | 8-9-22 |

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

2. TERMS OF CCAP PARTNERSHIP

2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
 - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
 - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. www.cccco.edu
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.
- g. Courses offered in SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.
- h. COLLEGE DISTRICT courses offered in SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE DISTRICT campus.
- i. COLLEGE DISTRICT reserves the right to cancel courses that are low enrolled, as determined solely by the COLLEGE DISTRICT.

- j. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. The instructor will be required to complete the Citrus College CCAP Faculty Assignment Form.
 - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- k. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.
- l. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- m. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership.
- n. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- o. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may provide instruction for up to four (4) classes per term per school within the SCHOOL DISTRICT.
- p. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT policies and local collective bargaining agreements in effect at the time in which the course is offered.
- q. The COLLEGE DISTRICT shall compensate each CCAP instructor in accordance with the collective bargaining agreement between the COLLEGE DISTRICT and

the Citrus College Adjunct Federation agreement. Where the CCAP instructor is primarily employed full-time by the SCHOOL DISTRICT, and the instructor teaches a COLLEGE DISTRICT course during their normal hours of instruction with the SCHOOL DISTRICT, they will be paid by the SCHOOL DISTRICT, at their normal rate of pay. In such cases, COLLEGE DISTRICT shall reimburse SCHOOL DISTRICT, in accordance with paragraph “u” of this agreement.

- r. If necessary, substitute faculty must be approved by COLLEGE DISTRICT using the same process and will be subject to the same terms of this agreement, described herein.
- s. The CCAP instructor shall maintain records of student attendance and achievement. These records shall be subject to review, upon request, by officials for the COLLEGE DISTRICT in accordance with existing policies related to student records. The CCAP instructor will comply and adhere to COLLEGE DISTRICT deadlines.
- t. In cooperation with SCHOOL DISTRICT, COLLEGE DISTRICT shall inform SCHOOL DISTRICT of student misconduct. The instructor of record is to comply with COLLEGE DISTRICT policies pertaining to student conduct, academic integrity, and discipline.
- u. For those CCAP instructors who are primarily employed full-time by the SCHOOL DISTRICT, and teach a COLLEGE DISTRICT course during their normal hours of instruction with the SCHOOL DISTRICT, the COLLEGE DISTRICT shall reimburse the SCHOOL DISTRICT, in accordance with paragraph “q” of this agreement, upon submission of all required attendance documents and final student course grades, and upon submission of an invoice in a format prescribed by the COLLEGE DISTRICT. Reimbursements shall be subject to verification of all required documents, by the COLLEGE DISTRICT.

2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
 - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.

- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*
- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Citrus College Concurrent Enrollment Authorization Form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
 - i. By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. The SCHOOL DISTRICT with assistance from the COLLEGE DISTRICT, shall recruit and select students for the CCAP program and adhere to COLLEGE DISTRICT timelines.

- e. The SCHOOL DISTRICT shall ensure that students have applied to COLLEGE DISTRICT and shall provide a list to COLLEGE DISTRICT of all students to be enrolled in each course section.
- f. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:
 - i. The units constitute no more than four COLLEGE DISTRICT courses per term
 - ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this 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. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
- h. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
- i. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student’s official COLLEGE DISTRICT transcript.

2.6 Student Fees and Instructional Materials

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
 - i. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
 - ii. Textbooks are normally adopted for a minimum of three years. Once selected, textbooks for any given course will not change due to a change in the instructor. Any change in textbook outside of the three-year adoption period initiated by a COLLEGE DISTRICT employee will be at the expense of the COLLEGE DISTRICT.

- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having “special part-time student” status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
 - i. Student Representation Fee (*EC § 76060.5*)
 - ii. Nonresident Tuition Fee (*EC § 76140*)
 - iii. Transcript Fees (*EC § 76223*)
 - iv. Course Enrollment Fees (*EC § 76300*)
 - v. Apprenticeship Course Fees (*EC § 76350*)
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user’s authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.

- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:
 - i. Employer of record for purposes of assignment monitoring and reporting to the county office of education
 - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
 - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*
 - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
 - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus

during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*

- ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004 (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*
- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its governing board regarding the following:
 - i. Enrollment period
 - ii. Student fees
 - iii. Number of class hours sufficient to meet the stated performance objectives (if applicable)
 - iv. Supervision and evaluation of students
 - v. Withdrawal of students prior to completion of a course of program

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at www.citruscollege.edu

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.

- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

3. CERTIFICATIONS

- 3.1 This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*
- 3.2 This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3 This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*
- 3.4 This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*
- 3.5 This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2, EC § 76004(n)*
- 3.6 The COLLEGE DISTRICT certifies that:
 - a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor's Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*

- b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
- c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*
- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT 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 COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*
- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

4. INDEMNIFICATION

- 4.1** The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from willful acts or active negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.
- 4.2** The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from willful acts or active negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

5. NON-DISCRIMINATION

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618

Note: "Education Code" and "EC" refer to the California Education Code

Note: "CCR" refers to the California Code of Regulations

- 5.1** It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2** The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

6. INSURANCE

- 6.1** Each Party shall, during the term of this agreement, maintain in force the policies set forth in and required by each Party's use permit policies. All policies, endorsements and certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon the Effective Date of this agreement.

7. CCAP POINTS OF CONTACT

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix B of this AGREEMENT, to serve as designated point of contact for the CCAP Partnership.
- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

8. FILING OF CCAP PARTNERSHIP AGREEMENT

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

9. TERM OF CCAP PARTNERSHIP AGREEMENT

- 9.1** The term of this AGREEMENT shall be for four years beginning on the start date for the term first identified in Appendix B and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL

DISTRICT pursuant to Section 10 of this AGREEMENT.

10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT

10.1 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start of any course(s) to be offered as part of the CCAP partnership.

10.2 Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

11. NOTICES

11.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

COLLEGE DISTRICT

Citrus Community College District
1000 West Foothill Boulevard
Glendora, California 91741-1885
ATTN: Ms. Claudette Dain, Vice President of Finance and Administrative Services

SCHOOL DISTRICT

Azusa Unified School District
546 South Citrus Avenue
Azusa, California 91702
ATTN: Arturo Ortega, Assistant Superintendent, Educational Services

12. ACCEPTANCE OF FACSIMILE SIGNATURES

12.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

13. GOVERNING LAW

13.1 This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

14. SEVERABILITY

14.1 If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

15. AUTHORIZATION WARRANTY

15.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

16. COUNTERPARTS

16.1 This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Citrus Community College District

By: _____ Date _____
Claudette Dain
Vice President, Finance and Administrative Services

Azusa Unified School District

By: _____ Date _____
Signature of authorized officer

Norma Camacho
Assistant Superintendent, Educational Services

Note: "AB 288" refers to California Assembly Bill No. 288 Chapter 618
Note: "Education Code" and "EC" refer to the California Education Code
Note: "CCR" refers to the California Code of Regulations