



**BOARD OF EDUCATION & BOARD OF TRUSTEES JOINT MEETING
AGENDA**

September 20, 2016

The Santa Monica-Malibu Unified School District Board of Education and the Santa Monica College Board of Trustees will be holding a special joint meeting on **Tuesday, September 20, 2016**, on the **Santa Monica College Bundy Campus, Room 121**: 3171 S. Bundy Drive, Los Angeles, CA. The Board of Education and Board of Trustees will call the meeting to order at 6:00 p.m.

The public meeting will begin at 6:00 p.m.

OPEN SESSION

I. CALL TO ORDER

- A. Roll Call (for both governing bodies)
- B. Pledge of Allegiance

II. STUDY SESSION ITEMS

- S.01 Joint Study Session between the Santa Monica-Malibu Unified School District Board of Education and Santa Monica College Board of Trustees 1

III. ACTION ITEMS

- A.01 College and Career Access Pathways MOU: A Dual Enrollment Partnership Agreement (**)2-2v

IV. PUBLIC COMMENTS

Public Comments is the time when members of the audience may address the Board of Education on items not scheduled on the meeting’s agenda (the following rules apply to both general public comments as well as comments about a specific agenda item). The Brown Act (Government Code) states that Board members may not engage in discussion of issues raised during Public Comments, except to ask clarifying questions, make a brief announcement, make a brief report on his or her own activities, or to refer the matter to staff. Individual members of the public who submit a public speaking card prior to the Board hearing an agenda item or general public comments shall be allowed three (3) minutes to address the Board on each agenda or nonagenda item, depending on the number of speakers. If there are ten or more speakers on an agenda or nonagenda item, the Board shall limit the allowed time to two (2) minutes per speaker. Individual speakers who submit a public speaking card after the Board begins to hear an agenda item or general public comments shall be allowed one (1) minute to address the Board. A public speaker may yield his/her time to another speaker, but must be present when his/her name is called. The donor would then give up his/her opportunity to speak. The public speaker who receives the donated minutes shall speak for no more than four (4) minutes maximum. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. Individuals represented by a common point of view may be asked to select one individual to speak for the group. The president may, at his/her discretion, allow five (5) minutes for those who are serving as a spokesperson for a group or organization.

V. ADJOURNMENT

This meeting will adjourn to a regular SMMUSD Board of Education meeting scheduled for **Thursday, September 22, 2016**, at the District Offices: 1651 16th Street, Santa Monica, CA, and regular SMC Board of Trustees meeting scheduled for **Tuesday, October 4, 2016**, at 1900 Pico Blvd., Santa Monica, CA.

STUDY SESSION ITEMS

TO: BOARD OF EDUCATION

STUDY SESSION

09/20/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / KATHRYN JEFFERY

RE: JOINT STUDY SESSION BETWEEN THE SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION AND THE SANTA MONICA COLLEGE BOARD OF TRUSTEES

STUDY SESSION ITEM NO. S.01

The Santa Monica-Malibu Unified School District (SMMUSD) and the Santa Monica Community College District (SMC) continue to build on the history of collaboration to prepare students for successful postsecondary education by sharing resources, and executing the objectives of the Memorandum of Understanding (MOU) which the two districts entered into in May 2007. The hallmarks of the partnership include promoting excellence in equity through the dual enrollment program, summer programs for high school students, shared use and development of facilities, and the collaboration and articulation of pre-collegiate preparation and career and technical education coursework. In addition the staff of both institutions work collaboratively to enhance existing programs and create new opportunities for students.

During this study session, the participants will report on the outcomes of activities related to the goals identified at the 2015 Joint Board meeting: (1) promoting college readiness and success, and (2) expanding and utilizing dual enrollment as a tool to develop pathways to college and careers. Members of the SMMUSD Board of Education, SMC Board of Trustees, and staff and faculty from both institutions will engage in data-driven discussion of progress toward meeting mutual goals, what can be learned from current activities to improve, as well as next steps in this important collaboration to ensure SMMUSD students engage and succeed in postsecondary education.

In addition, an update on the development of the new SMC Malibu campus will be provided as well as a report on potential new joint use projects.

ACTION ITEMS

TO: BOARD OF EDUCATION

ACTION/MAJOR

09/20/16

FROM: CHRISTOPHER KING / SYLVIA G. ROUSSEAU / TERRY DELORIA

RE: COLLEGE AND CAREER ACCESS PATHWAYS MOU: A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

RECOMMENDATION NO. A.01

It is recommended that the Board of Education approve the College and Career Access Pathways: A Dual Enrollment Partnership Agreement with Santa Monica College.

COMMENTS: The Board of Education discussed this item on September 1, 2016 (Discussion Item No. D.03). The SMC Board of Trustees approved it on September 6, 2016.

AB 288 establishes the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to concurrent enrollment opportunities for high school students. The partnership agreement shall outline the terms of their partnership, such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, etc.

MOTION MADE BY:

SECONDED BY:

STUDENT ADVISORY VOTE:

AYES:

NOES:

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2016-2019**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as “Agreement” between Santa Monica College District (SMC) hereinafter known as “COLLEGE” and Santa Monica Malibu School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Santa Monica College District; 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, COLLEGE 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 AB 288, 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” Sec. 2 (a) 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.” Sec. 1 (d)

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;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three year beginning on and ending on June 30, 2019, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.

- 1.2 This CCAP Agreement outlines the terms of the Agreement. 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 community college district for those students; the scope, nature, time, location, and listing of community 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 high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS 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. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SMC and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement shall include “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.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

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

- 3.1 Student Eligibility - 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” Sec. 2 (a) 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.” Sec. 1 (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 COLLEGE and shall be in compliance with applicable law and SMC standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SMC 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 Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community 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 Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school 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. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3).

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 the 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 as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 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.
- 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.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 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 Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)

- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.4 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SMC academic standards.
- 6.6 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 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.
- 6.7 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SMC Business Procedure.
- 6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE 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.
- 6.9 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SMC guidelines, policies, pertinent statutes, and regulations.
- 6.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.12 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus 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 partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the 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. Sec. 2 (n)

- 6.13 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and course that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

7. INSTRUCTOR(S)

- 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 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 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. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 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.
- 7.5 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has 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.
- 7.6 Prior to teaching, faculty 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.

- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SMC.
- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SMC specifically with regard to their duties as instructors.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE 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 COLLEGE and SCHOOL DISTRICT in conformity with SMC policies and standards. Sec. 2 (c)(2)
- 9.2 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. Sec. 2 (c)(2)

9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel 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.

9.4 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(1)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

10.1 SMC 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.

10.2 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 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

10.3 SMC shall not 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. Sec. 2 (r)

- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

11. CERTIFICATIONS

- 11.1 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.
- 11.2 SMC 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.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SMC will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 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 Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement 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. Sec. 2 (i)
- 11.6 This CCAP Agreement 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. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 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.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 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.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

15. PRIVACY OF STUDENT RECORDS

- COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all

Note: All referenced Sections from AB 288 (Education Code § 76004)

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student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees 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) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **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 § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is 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.

16. REIMBURSEMENT

- 16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

17. FACILITIES

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SMC 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.
- 17.2 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 49011.

- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

18. INDEMNIFICATION

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

19. INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect SMC, 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 agreement, shall secure and maintain in force during the entire term of this 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, its agents, employees and officers as an additional insured for the purposes of this

Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.

19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel 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 personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend SMC, 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 personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

20. NON-DISCRIMINATION

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE 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.

21. TERMINATION

21.1 Either party may terminate this 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 Agreement shall be addressed to the responsible person listed in the CCAP agreement.

21.2 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 Agreement.

22. MODIFICATION AND AMENDMENT

22.1 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.

23. GOVERNING LAWS

23.1 This agreement shall be interpreted according to the laws of the State of California.

Note: All referenced Sections from AB 288 (Education Code § 76004)

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24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of SMC, 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.

25. SEVERABILITY

25.1 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.

26. COUNTERPARTS

26.1 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 _____ 2016

By: _____
SCHOOL DISTRICT

By: _____
SANTA MONICACOLLEGE DISTRICT

Santa Monica College District Board Meetings:

- (a) **Information Board Meeting Date: August 2, 2016**
- (b) **Public Comment Board Meeting Date: September 6, 2016**

School District Board Meetings:

- (a) **Information Board Meeting Date: August 10, 2016**
- (b) **Public Comment Board Meeting Date: September 1, 2016**

APPENDIX

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

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not 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 community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the 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 high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Maral Hyeler, Director Instructional Services	310-434-3551	hyeler_maral@smc.edu
School District:	Dr. Ellen Edeburn, Director Secondary Curriculum and Instruction	310-450-8338 x70332	eedeburn@smmusd.org

2. 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.

3. **CCAP AGREEMENT PROGRAM YEAR FALL 2016-SPRING 2017** - 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: 2016-2017 COLLEGE: Santa Monica College

SCHOOL DISTRICT: Santa Monica Malibu School District

HIGH SCHOOL: Santa Monica High School

EDUCATIONAL PROGRAM: Media Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 70 per semester					TOTAL PROJECTED FTES: 16.77		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Survey of Mass Media Communication	Media 1	Fall	2:20-3:40PM	T, Th	Chicas, Herbert	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Broadcasting Announcing and Production	Media 13	Fall	2:20-3:40PM	T, Th	Calucci, Michael	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19 (2 sections)	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Media, Gender, Race	Media 10	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Writing and Producing Short Form Media	Media 20	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

EDUCATIONAL PROGRAM: Computer Science

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 per semester					TOTAL PROJECTED FTES: 7.19		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Computer Science	CS 3	Fall	2:20-3:40PM	T, Th	Morgan, David	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Visual Basic Programing	CS 15	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: Early Childhood Education

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester					TOTAL PROJECTED FTES: 8.58		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Principles and Practices of Teaching Young Children	ECE 2	Fall	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Introduction to Curriculum	ECE 17	Spring	2:20-3:40PM	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: IGETC

TOTAL NUMBER OF STUDENTS TO BE SERVED: 190 per semester					TOTAL PROJECTED FTES: 60.45		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Principals of Macroeconomics	Econ 2	Fall/ Spring	2:20-3:40PM	M, W	Saxton, Joseph	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

Elementary Algebra	Math 31	Fall	2:20-3:40PM	M, T, W, Th	Safii, Soheil	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Intermediate Algebra	Math 20	Spring	2:20-3:40PM	M, T, W, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Arithmetic and Prealgebra	Math 85	Fall	2:20-3:40PM	M, T, W, Th	Baskauskas, Vytas	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Elementary Algebra	Math 31	Spring	2:20-3:40PM	M, T, W, Th	Safii, Soheil	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Guitar I	Music 84A	Fall	2:20-3:15	M, T, W, Th	Harris, Mark	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Guitar II	Music 84B	Spring	2:20-3:15	M, T, W, Th	Harris, Mark	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Jazz Band	Music 78	Fall/Spring	3:35-5:40pm	MW	Whaley, Tom	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
National and CA Government	Pol Sci 1	Fall / Spring	2:20-3:40PM	M, W	Shrode, Rob	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Introduction to Sociology	Soc 1	Fall	7:50-9:10am	T, Th	Phillips, Kim	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Social Problems	Soc 2	Spring	7:50-9:10am	T, Th	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Orientation Seminar	Counseling 19 (4 sections)	Winter	TBD	TBD	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

HIGH SCHOOL: Malibu High School

EDUCATIONAL PROGRAM: Media Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester					TOTAL PROJECTED FTES: 6.22		
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION

Note: All referenced Sections from AB 288 (Education Code 76004)

Broadcasting Announcing and Production	Media 13	Fall	3:00- 6:20pm	W	Stowell, Rachel	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Short Form Visual Media Production	Media 21	Spring	3:00- 6:20pm	W	Stowell, Rachel	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

EDUCATIONAL PROGRAM: Music Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 40 per semester	TOTAL PROJECTED FTES: 11.91
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Chamber Choir	Music 59	Fall/Spring	3:00- 5:05 M	1:00-3:10 F	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS
Jazz Band	Music 78	Fall/Spring	3:00- 5:05 M	1:00-3:10 F	Staff	X CC <input type="checkbox"/> HS	<input type="checkbox"/> CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

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

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. 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
Counseling 19	No text required		N/A	
CS 3	Introduction to Computer Systems 2 nd Edition	\$109.50	N/A	
CS 15	Starting out with Visual Basic 2012 1 st Edition	\$114.50	N/A	
ECE 2	Teaching Young Children 5 th Edition	\$197.75	N/A	
ECE 17	Early Education Curriculum 6 th Edition	\$238.00	N/A	
Econ 2	Prin. Of Macroeconomics- W/Access 11 th Edition	\$259.00	N/A	
Math 31	Intro Algebra of College Students W/Math Lab 7 th Ed.	\$135.25	N/A	

Note: All referenced Sections from AB 288 (Education Code 76004)

Math 20	Intermediate Algebra 3 rd Ed.	\$136.25	N/A	
Math 85	Arithmetic & Pre-Algebra 1 st Ed.	\$141.25	N/A	
Math 31	Intro Algebra of College Students W/Math Lab 7 th Ed.	\$135.25	N/A	
Media 1	Media & Culture 10 th Ed.	\$143.00	N/A	
Media 13	Broadcast Announcing Worktext 4 th Edition	\$83.50	N/A	
Media 10	Race, Gender, Class & Media 2 nd Ed.	\$162.50	N/A	
Media 20	Video Production Handbook 5 th Ed.	\$59.25	N/A	
Media 21	Video Production Handbook 5 th Ed.	\$59.25	N/A	
Music 59	No text required		N/A	
Music 84A	No text required		N/A	
Music 84B	No text required		N/A	
Music 78	No text required		N/A	
Pol Sci 1	Democracy & Difference Through The Aesthetics of Film	\$117.00	N/A	
Soc 1	Sociology	\$31.50	N/A	
Soc 2	Social Problems 11 th Ed.	\$194.50	N/A	

Note: All referenced Sections from AB 288 (Education Code 76004)

5. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

BUILDING	CLASSROOM	DAYS	HOURS
Santa Monica HS	TBD	See days above	See hours above
Malibu HS	TBD	See days above	See hours above