

**TAFT UNION HIGH SCHOOL DISTRICT AND
WEST KERN COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS**

2023-2027

PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as "Agreement") is between West Kern Community College District on behalf of Taft College (hereinafter referred to as "WKCCD") and Taft Union High School District on behalf of Taft Union High School (hereinafter referred to as "TUHSD").

WHEREAS, the mission of WKCCD includes providing educational programs and services that are responsive to the needs of the students and communities within the West Kern Community College District service region; 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 who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code§ 76004(a) mandates that the CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for 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, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code§ 76004(d) requires that WKCCD shall not provide physical education course opportunities to high school students as a part of a CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, WKCCD may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as a WKCCD instructor (herein referred to as instructor), approved through WKCCD'S minimum qualifications processes and hired using the established Taft College faculty hiring practices and department policies, teaching the college course on the TUHSD campus location(s), to TUHSD students in a closed campus setting; and

NOW THEREFORE, WKCCD and TUHSD agree as follows:

1. TERMS OF AGREEMENT

- 1.1. The term of this Agreement shall be for three years, beginning on July 1, 2024, and ending on June 30, 2027, and requires renewal every three years, unless otherwise terminated in accordance with Section 16 (Cancellation and Termination) of this Agreement.
- 1.2. This Agreement outlines the terms of the CCAP. Education Code§ 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by WKCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement 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 students to enroll in community college courses.
- 1.3. Appendix A in this Agreement shall identify a point of contact for WKCCD and TUHSD as required by Education Code§ 76004(c)(2).

- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (WKCCD and TUHSD), at an open public meeting of that board, shall present the CCAP in a public meeting of that board, take comments from the public and approve or disapprove the proposed Agreement.
- 1.6. All WKCCD courses offered at the TUHSD must be approved in accordance with the policies and guidelines of WKCCD and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any WKCCD instructor teaching a course on a TUHSD campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at the TUHSD has not displaced or resulted in the termination of an existing TUHSD teacher.
- 2.3. This Agreement certifies that a qualified TUHSD teacher teaching a course offered for college credit at the TUHSD 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.
- 2.4. Education Code § 76004(k) mandates that WKCCD certify the following:
 - 2.4.1. A community college course offered for college credit at the participating TUHSD does not reduce access to the same course offered at WKCCD.
 - 2.4.2. A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - 2.4.3. This Agreement is consistent with the core mission of WKCCD pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at WKCCD.

- 2.5. Per Education Code § 76004(n), any remedial (WKCCD) course taught by WKCCD instructors at the TUHSD 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 TUHSD.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between the TUHSD and WKCCD.
- 2.7. Education Code § 76004(1) mandates that the TUHSD and WKCCD comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit. The faculty are hired or approved using the established Taft College faculty hiring practices and departmental policies.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that WKCCD and the TUHSD each shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between WKCCD and TUHSD in conformity with WKCCD policies and standards.
- 3.2. 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.
- 3.3. Permanent records of student enrollment, attendance, grades and achievement will be maintained by WKCCD for students who enroll in a course offered as part of this Agreement. Permanent records of student attendance, grades and achievement for TUHSD students shall be maintained by TUHSD.
- 3.4. Education Code § 76004 requires that an annual report be submitted to the California Community Colleges Chancellor's Office by WKCCD on the following information as specified in Appendix B of this agreement:

- 3.4.1. 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.
- 3.4.2. The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.
- 3.4.3. The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.
- 3.4.4. The total number of FTES generated by CCAP students.
- 3.4.5. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants.
- 3.5. TUHSD will furnish, at its own expense, all necessary course books and materials for all TUHSD students. The total cost of books and instructional materials for TUHSD students who enroll in a WKCCD course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by the TUHSD prior to offering the courses.
- 3.6. WKCCD will reimburse TUHSD \$1,500 per approved Dual Enrollment course taught by a TUHSD instructor for expenses associated with offering the course including supplies and materials.
- 3.7. WKCCD will provide TUHSD personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with WKCCD policy and procedures and academic standards.
- 3.8. WKCCD will have primary responsibility for providing a substitute or proctor for courses taught by WKCCD faculty. TUHSD will have primary responsibility for providing a substitute or proctor for courses taught by TUHSD faculty. Both parties will be responsible to notify each other in case of necessary class cancellation.
- 3.9. The TUHSD shall certify that students participating in this Agreement shall have no less than 240 instructional minutes required to complete a minimum school day as pursuant to Education Code § 46141. Per Education Code § 46146(b), the minimum school day for a special part-time student is 180 minutes. Per Education Code § 46146(c), students

scheduled for 180 minutes generate a maximum of three-quarters of a minimum school day unless they are Middle College students per Education Code § 46146.S(b).

3.10. WKCCD will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for WKCCD employees.

4. CCAP AGREEMENT COURSES

4.1. A list of courses offered as part of a CCAP Agreement either at WKCCD or TUHSD shall be jointly reviewed and approved for offering at the TUHSD. The course outline of record is determined and reviewed by Taft College faculty via the curriculum procedure at Taft College.

4.2. WKCCD is responsible for all college courses and educational programs offered as part of this Agreement, whether the course and educational program is offered on site at the TUHSD or at WKCCD.

4.3. The scope, nature, time, location, and listing of courses offered by WKCCD shall be recorded in Appendix B of this Agreement.

4.4. WKCCD will 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, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(0)(1).

4.5. Per Education Code § 76004(d), WKCCD shall not provide, as a part of this CCAP or dual enrollment agreement, 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.

4.6. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor's Office, and courses that make up the programs must be part of the approved programs, unless WKCCD has received delegated authority to approve those courses separately.

- 4.7. Courses offered as part of this Agreement at the TUHSD shall be listed in WKCCD's catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at the TUHSD shall adhere to the official course outline of record and the student learning outcomes established by the associated WKCCD academic department.
- 4.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to WKCCD.
- 4.9. Courses offered as part of this Agreement at the TUHSD shall be of the same quality and rigor as those offered on WKCCD's TC campus and shall follow WKCCD's academic standards.

5. PARTICIPATING STUDENTS

- 5.1. TUHSD shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals. Students participating in the program will satisfy appropriate requirements and/or prerequisites required for CCAPP courses.
- 5.2. Eligible students may include underserved students, those from groups underrepresented in higher education, those seeking a career technical education credential or certificate, those who may not already be college bound, and those who are seeking advanced studies while in high school.
- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code§ 76004(p)).
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (WKCCD) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees with

appropriate documentation, transcript fees, course enrollment fees, student health and center fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).

- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in WKCCD courses offered as part of this Agreement at the TUHSD shall be held to the same standards of achievement, grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit "A" Student Code of Conduct), as those expected of students in courses taught on the WKCCD campus and the TUHSD campus. Both parties will work together in resolving behavioral issues. Students may be dropped for academic or disciplinary reasons as outlined in the TC Student Handbook.
- 5.7. Students enrolled in WKCCD courses must follow WKCCD's process when requesting an official WKCCD transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official WKCCD catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to drop dates and deadlines for enrollment and registration.

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and WKCCD policy. Students are responsible for adhering to the dates and deadlines in Enrollment Services.
- 6.2. Per Education Code § 76004(g), WKCCD shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).

- 6.3. Registration shall be open to all eligible TUHSD students as part of this Agreement who have been admitted to WKCCD and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by WKCCD and shall be in compliance with applicable law and WKCCD policy.
- 6.4. WKCCD will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedures.
- 6.5. WKCCD and TUHSD will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student completes WKCCD'S TC application for admission and Special Admit Form. TUHSD Administrator/Designee, parent/guardian, and student signatures are required on the Special Admit Form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to WKCCD policy.
- 6.7. A course dropped by WKCCD's census deadline, before the first 20% of the course, will not appear on the TUHSD or WKCCD transcript. Courses dropped after the no notation deadline and before the last day to drop with a "W" grade will result in a "W" on the WKCCD transcript. After the last day to drop with a "W", a grade will be issued to the student.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official WKCCD transcript.

7. STUDENT SUPPORT SERVICES

- 7.1. TUHSD personnel, working in consultation with WKCCD DSPS counselors will approve accommodations for students with Individual Education Plans (IEP) or 504 plans participating in this Agreement. TUHSD, with input from DSPS Counselors, will communicate accommodations to instructors participating in this Agreement and will work with TUHSD personnel to implement these accommodations.

- 7.2. TUHSD personnel will assist students without current IEPs or 504 plans who are seeking disability-related accommodations in courses under this Agreement by guiding the student through the TUHSD's established IEP/504 eligibility assessments and protocols. Students without current IEP or 504 plans can seek out services from WKCCD DRC to determine eligibility at the college.
- 7.3. WKCCD and TUHSD shall jointly draft a Notice to Parents & Students that outlines the rights and responsibilities of students and the responsibilities of WKCCD and the TUHSD in identifying and implementing disability-related accommodations.
- 7.4. Both WKCCD and TUHSD will ensure that ancillary and support services, such as academic advising/counseling, placement services, and tutoring, are provided for students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching WKCCD courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed by WKCCD Human Resources Department and hired using the established Taft College faculty hiring practices and policies.
- 8.2. Instructors teaching WKCCD courses offered as part of this 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.
- 8.3. TC faculty teaching Dual Enrollment will be compensated for any required training as outlined in section 6.5.8 of the TC CBA.
- 8.4. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with WKCCD guidelines, policies, pertinent statutes, and regulations.
- 8.5. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.

- 8.6. Instructors must teach the college course in a manner consistent with the approved course outline of record from WKCCD. Students shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit "A" Student Code of Conduct), as those expected of students in courses taught on the WKCCD campus and at the TUHSD. Both parties will work together in resolving behavioral issues.
- 8.7. 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 Agreement and submit for approval to WKCCD. TUHSD understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.8. WKCCD instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. TUHSD will communicate accommodations to instructors participating in this agreement.
- 8.9. Dual Enrollment instructors will be evaluated by WKCCD College faculty and administration as outlined in Taft College's collective bargaining agreement (Exhibit "B" Article 6.8.3, TC Collective Bargaining Agreement).
- 8.10. Instructors will have academic freedom rights as outlined in the Taft College's collective bargaining agreement (Exhibit "C" Article 6.10, TC Collective Bargaining Agreement).

9. FACILITIES

- 9.1. The TUHSD will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to WKCCD or students. TUHSD agrees to clean, maintain, and safeguard TUHSD's premises. TUHSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. TUHSD facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.

10. STATE APPORTIONMENT

- 10.1. WKCCD certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. The TUHSD certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(r) mandates that a district 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. The TUHSD agrees and acknowledges that WKCCD will claim apportionment for the students enrolled in courses under this Agreement.
- 10.4. WKCCD shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.
- 10.6. Per Education Code § 76004(s), the attendance of a high school student at WKCCD as a special part-time or full-time student pursuant to this section is authorized attendance for which WKCCD shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that the TUHSD has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. PROTOCOLS FOR INFORMATION SHARING

- 11.1. WKCCD and TUHSD understand and agree that education records of students participating in this Agreement 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. WKCCD and TUHSD agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the student'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).
- 11.2. Information sharing between WKCCD and the TUHSD will include the following: admissions, registration, and grade information. Information will be shared between WKCCD and TUHSD points of contact named in Section II of this Appendix. Information sharing will only be on a legitimate need-to-know basis for dually enrolled students.

12. INDEMNIFICATION

- 12.1. The TUHSD agrees to and shall indemnify, save and hold harmless WKCCD 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 TUHSD's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the TUHSD, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 12.2. WKCCD agrees to and shall indemnify, save and hold harmless the TUHSD 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 WKCCD'S performance of this Agreement. The obligation to indemnify shall

extend to all claims and losses that arise from the negligence of WKCCD, its officers, employees, independent contractors, subcontractors, agents and other representatives.

13. INSURANCE

- 14.1. WKCCD shall carry public liability insurance. Insurance covers faculty members and staff of WKCCD with limits of Professional Liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment on TUHSD'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, WKCCD shall provide TUHSD with certificate of insurance evidencing coverage.
- 14.2. WKCCD shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of WKCCD during assignment at TUHSD's premises. Upon execution of this agreement between the respective parties, and prior to placing any students, WKCCD shall provide TUHSD with certificate of insurance evidencing coverage.
- 14.3. The Parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third-party claim or lawsuit arising from or related to services under this Agreement.

14. NON-DISCRIMINATION

- 14.1. Neither the TUHSD nor WKCCD shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

15. CANCELLATION AND TERMINATION

- 15.1. 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 March 1st for the following fall semester and by September 1st for the

following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

16. INTEGRATION

16.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

17. MODIFICATION

17.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

18. SEVERABILITY

18.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

19. COUNTERPARTS

19.1. This 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.

TUHSD:

Dr. Jason Hodgson, Superintendent

WKCCD:

Brock McMurray, Interim Superintendent/President

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

WHEREAS, Education Code § 76004 (c)(1) mandates that WKCCD and the TUHSD record specific components of the CCAP Agreement for mandated reporting requirements to include, but not limited to, the total number of high school students to be served, the total number of full-time equivalent students projected to be claimed by WKCCD, the scope, nature, time, location, and listing of community college courses to be offered; and

WHEREAS, Education Code § 76004 (c)(1) mandates that the CCAP Agreement shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, and

NOW THEREFORE, WKCCD and TUHSD agree as follows:

I. LEGAL AUTHORITY AND ADOPTION:

- a. WKCCD and TUHSD may enter into a mutually agreed upon CCAP agreement serving high school students within the service area of WKCCD.
- b. Governing Board of WKCCD and TUHSD, at an open public meeting, shall take comments from the public and approve or disapprove the CCAP.
 - i. TUHSD Board Meeting Date: May 8, 2024
 - ii. WKCCD Board Meeting Date: May 8, 2024
- c. A copy of the CCAP partnership agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership. The Chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.
 - i. Date of CCAP submission to the Chancellor's Office: June 3, 2024
 - ii. Submitted by (name/title): Jaime Lopez, Associate Dean of Instruction

II. POINTS OF CONTACT

The CCAP partnership agreement shall identify a point of contact for WKCCD and TUHSD.

WKCCD Point of Contact:

Name: Jaime Lopez

Title: Associate Dean of Instruction

Telephone: 661-763-7845

Email: jlopez@taftcollege.edu

TUHSD Point of Contact:

Name: MaryAlice Finn

Title: Principal

Telephone: 661-763-2300

Email: mfinn@taftunion.org

III. NOTICES

- a. Any and all notices required to be given hereunder shall be personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

WKCCD:

Attn: Jaime Lopez, Associate Dean of Instruction

West Kern Community College District

29 Cougar Court

Taft, CA 93268

Cc: Dr. Leslie Minor, Vice President of Instruction

West Kern Community College District

29 Cougar Court

Taft, CA 93268

TUHSD:

Attn: MaryAlice Finn, TUHS Principal
Taft Union High School District
701 Wildcat Way
Taft, CA 93268

Cc: Dr. Jason Hodgson, Superintendent
Taft Union High School District
701 Wildcat Way
Taft, CA 93268

IV. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. Total number of high school students to be served: 200 per semester.
- b. Total number of FTES projected to be claimed under this Agreement: 76.75 per semester.
- c. Scope, nature, time, location, and listing of community college courses to be offered will be appended to this document each semester during the term of this Agreement and shall be known as Appendix B. Appendix B shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

APPENDIX B

1. EDUCATIONAL PROGRAM AND COURSES

IGETC Certificate of Achievement				
Course Name	Credits	Term	Location	Time
COMM 1511	3	SPRING	TUHS	TBD
ENGL 1501	4	FALL	TUHS	TBD
ENGL 1600	4	SPRING	TUHS	TBD
MATH 1540	4	FALL	TUHS	TBD
MATH 2100	5	SPRING	TUHS	TBD
ART 1500	3	SPRING	TUHS	TBD
HIST 2231	3	FALL	TUHS	TBD
HIST 2232	3	SPRING	TUHS	TBD
POSC 1501	3	FALL	TUHS	TBD
BIOL 1510	4	SPRING	TUHS	TBD
ESCI 1520	4	SPRING	TUHS	TBD
SPAN 1602	4	SPRING	TUHS	TBD
ETHN 1510	3	SPRING	TUHS	TBD

2. PROJECTED SECTIONS AND ENROLLMENTS

Course Name	Projected Sections	Credits	Projected Enrollments per Section	Projected FTE's
COMM 1511	2	3	25	12.5
ENGL 1501	2	4	25	16.7
ENGL 1600	2	4	25	16.7
MATH 1540	1	4	20	6.7
MATH 2100	1	5	20	8.3
ART 1500	2	3	25	12.5
HIST 2231	2	3	25	12.5
HIST 2232	2	3	25	12.5
POSC 1501	2	3	25	12.5
BIOL 1510	1	4	20	6.7
ESCI 1520	1	4	20	6.7
SPAN 1602	2	4	25	16.7
ETHN 1510	2	3	25	12.5
TOTAL ENROLLMENTS PER AY			530	153.5

3. PROJECTED INSTRUCTIONAL MATERIALS REQUIRED

Course Name	Course Material	Quantity
COMM 1511	POCKET GUIDE TO PUBLIC SPEAKING (ISBN: 9781319247607)	50
ENGL 1501	OER: https://open.lib.umn.edu/writingforsuccess/	N/A
ENGL 1600	OER: https://ung.edu/university-press/books/writing-and-literature-composition-as-inquiry-learning-thinking-communication.php	N/A
MATH 1540	PRECALCULUS-MYLAB ACCESS (ISBN: 9780136679424)	20
MATH 2100	CALCULUS ACCESS CODE (ISBN: 9780135243435)	20
ART 1500	OER: A WORLD PERSPECTIVE OF ART APPRECIATION	N/A
HIST 2231	OER: US HISTORY (ISBN: 9781506698151)	N/A
HIST 2232	OER: US HISTORY (ISBN: 9781506698151)	N/A
POSC 1501	OER: AMERICAN GOVERNMENT (ISBN: 9781711493954)	N/A
BIOL 1510	THE LIVING WORLD (ISBN: 9781260494983)	20
ESCI 1520	TBD	20
SPAN 1602	OER	N/A
ETHN 1510	RACE+RACISMS (ISBN: 9780197533215)	50

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EXHIBIT A

AP 5500 Standards of Student Conduct

Reference:

Education Code Section 66300, 66301;

ACCJC Accreditation Standards I.C.8 and 10 (formerly II.A.7.b)

The following conduct shall constitute good cause for discipline including but not limited to the removal, suspension or expulsion of a student, except for conduct that constitutes sexual harassment under Title IX, which shall be addressed under AP 3433 – Prohibition of Sexual Harassment under Title IX, and AP 3434 – Responding to Harassment Based on Sex under Title IX.

1. Causing, attempting to cause, or threatening to cause physical injury to another person.
2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the college Superintendent/President.
3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
4. Committing or attempting to commit robbery or extortion.
5. Causing or attempting to cause damage to District property or to private property on campus.
6. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the College or the District.
8. Sexual assault or sexual exploitation regardless of the victim's affiliation with the District.
9. Committing sexual harassment as defined by law or by District policies and procedures.

10. Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.
11. Engaging in intimidation conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying, which is bullying conduct engaged in by electronic means.
12. Willful misconduct which results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.
13. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of or persistent abuse of District personnel.
14. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
15. Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly furnishing false information to the District.
16. Unauthorized entry upon or use of District facilities.
17. Defeating any campus security measure, including tampering with locks, propping open locked doors or gates, or preventing a locked door or gate from securely closing.
18. Lewd, indecent, or obscene conduct on District-owned or controlled property, or at District-sponsored or supervised functions.
19. Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District Administrative procedures, or the substantial disruption of the orderly operation of the District.
20. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.

22. Violations of District regulations or procedures concerning the use of District technology resources, District regulations concerning student organizations, and/or the use of District facilities.
23. Failure to comply with directions of District officials acting in the performance of their duties, or failure to identify oneself for just cause when requested to do so by District officials acting in the performance of their duties.

Students who engage in any of the above are subject to the procedures outlined in AP 5520 titled Student Discipline Procedures.

EXHIBIT B

6.8.3 Procedure for Evaluation of Adjunct Faculty: Adjunct Faculty members shall be evaluated for a minimum of one class section per discipline for the first two semesters of teaching. From the third semester onward, if any *new* disciplines are taught, the Adjunct Faculty member shall be evaluated a minimum of one class section per discipline. After the first two semesters, the Adjunct Faculty member shall be evaluated a minimum of once every third calendar year of teaching.

Adjunct Counselors shall be evaluated for a minimum of one counseling session for the first two semesters of counseling. From the third semester onward, if working in a new or different program, the Adjunct Counselor shall be evaluated a minimum of one counseling session in the new or different program. After the first two semesters, the Adjunct Counselor shall be evaluated a minimum of once every third calendar year for the duration of employment.

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EXHIBIT C

6.10 Academic Freedom and Responsibility

The District and the TCFA agree that academic freedom is essential to the teaching-learning process. The fundamental need is acknowledged to protect faculty from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching function. Academic freedom affords faculty the right to speak freely, pursue research, and write, all without unreasonable restrictions or prejudices, and to evaluate and be evaluated fairly and objectively, based upon academic merit.

The District, the College, and the unit member will adhere to the following regarding academic freedom in conjunction with BP 4030.

1. To assure the academic integrity of the teaching-learning process, faculty members distinguish between personal convictions and professionally accepted views in a discipline. They present data and information fairly and objectively.
2. Faculty members shall be free to exercise academic freedom, including freedom of investigation, freedom of discussion in the classroom related to the subject matter of instruction or the faculty member's subject matter expertise, freedom to select texts and other instructional materials (per District policy and procedures), freedom of assignment of instructional exercises, and freedom of evaluation of student efforts.
3. Faculty members acknowledge that in the exercise of academic freedom they have a responsibility to be accurate and comprehensive in assessment and reports, to be fair-minded in making interpretations and judgments, to respect the freedoms of other persons, to exclude irrelevant matters from classroom discussions and instructional exercises, and to make appropriate distinctions between statements of fact made as faculty subject matter specialists and opinions held as private citizens.
4. The District recognizes the right of the faculty member to be free from District censorship which might interfere with the faculty member's obligation to pursue truth and maintain the faculty member's intellectual integrity in the performance of teaching functions.

