

# RIVERSIDE COMMUNITY COLLEGE DISTRICT

#### Board of Trustees - Regular Meeting Board of Trustees Governance Committee, Teaching and Learning Committee, Planning and Operations Committee, Facilities Committee and Resources Committee Tuesday, April 03, 2018 6:30 PM District Office, Board Room, 3801 Market Street, Riverside, CA 92501

#### ORDER OF BUSINESS

#### Pledge of Allegiance

Anyone who wishes to make a presentation to the Board on an agenda item is requested to please fill out a "REQUEST TO ADDRESS THE BOARD OF TRUSTEES" card, available from the Public Affairs Officer. However, the Board Chairperson will invite comments on specific agenda items during the meeting before final votes are taken. Please make sure that the Secretary of the Board has the correct spelling of your name and address to maintain proper records. Comments should be limited to five (5) minutes or less. (This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the Board, unless simultaneous translation equipment is used.)

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 and speak to an Executive Administrative Assistant as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, 3rd Floor, 3801 Market Street, Riverside, California, 92501 or online at www.rccd.edu/administration/board.

#### I. COMMENTS FROM THE PUBLIC

Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees. Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public Comment.

- II. PUBLIC HEARING (NONE)
- III. CHANCELLOR'S REPORT
  - A. Chancellor's Communications Information Only
- IV. BOARD COMMITTEE REPORTS
  - A. Governance (None)
  - B. Teaching and Learning
    - 1. Accreditation Update Information Only
    - 2. RCCD Dashboard Indicators Information Only

3. Agreement for College and Career Access Pathways: A Dual Enrollment Partnership with Alvord Unified School District

The Committee to review the College and Career Access Pathways Partnership Agreement with Alvord Unified School District.

4. Agreement for College and Career Access Pathways: A Dual Enrollment Partnership with Jurupa Unified School District

The Committee to review the College and Career Access Pathways Partnership Agreement with Jurupa Unified School District.

#### 5. Proposed Curricular Changes

The Committee to review the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

- C. Planning and Operations (None)
- D. Resources
  - 1. Selection of Follett Higher Education Group, Inc. to provide Bookstore Operation Services for Moreno Valley College, Norco College and Riverside City College

The Committee to authorize the selection of Follett Higher Education Group, Inc. to provide Bookstore Operation Services for Moreno Valley College, Norco College and Riverside City College.

E. Facilities (None)

#### V. OTHER BUSINESS

A. California Community College Trustees (CCCT) Board of Directors Election - 2018 Recommend voting to fill the vacancies on the CCCT Board.

#### VI. CLOSED SESSION

A. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/ Release

Recommended Action to be Determined.

VII. ADJOURNMENT



### Agenda Item (III-A)

Meeting4/3/2018 - CommitteeAgenda ItemChancellor's Report (III-A)SubjectChancellor's CommunicationsCollege/DistrictDistrictInformation Only

#### **Background Narrative:**

Chancellor will share general information to the Board of Trustees, including federal, state and local interests and District information.

Prepared By: Wolde-Ab Isaac, Chancellor

#### **Attachments:**

None.



### Agenda Item (IV-B-1)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-1)
Subject	Accreditation Update
College/District	District
Information Only	

#### **Background Narrative:**

Presented for the Board's review is an update on accreditation activities underway at Moreno Valley College, Norco College, Riverside City College, and the District. Members of the tri-chair leadership team (staff, faculty, management) for each college and the District will present a brief review of the Board's role in the accreditation process; the stages of the self-evaluation process; the progress and timeline of the process; and the tools used to support the process.

Prepared By: Bryan Reece, President Norco College

Robin Steinback, President, Moreno Valley College Irving Hendrick, Interim President, Riverside City College Aaron Brown, Vice Chancellor, Business and Financial Services Susan Mills, Vice President, Planning & Development (Riverside) Carlos Lopez, Interim Vice President, Academic Affairs Sam Lee, Interim Vice President, Academic Affairs

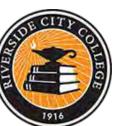
#### **Attachments:**

Accreditation Update Spring 2020

# Accreditation 2020 Update

Moreno Valley College: Carlos Lopez, Sara Nafzgar Norco College: Samuel Lee, Greg Aycock, Kris Anderson, Ruth Leal Riverside City College: Susan Mills, Hayley Ashby Riverside Community College District: Aaron Brown









# This Update Is Focused On...

- Why Accreditation?
- New Approach of ACCJC
- Stages of the Process
- Alignment with Strategic Planning
- Progress Update
- Timeline

# Why Accreditation?

- Our students, who deserve a quality education and access to federal financial aid
- Our community—including community partners, taxpayers, and employers—which deserves to know we provide quality education to members of society
- **Our government**, to show we're providing educational quality and fiscal responsibility
- Other institutions of higher learning, to which our students transfer and with whom we partner

# New Approach to Accreditation

# **Before (≤ 2014)**

Separate standards workgroups established periodically for accreditation

Separate, periodic assessment and evaluation for compliance purposes

Standards narrative written; related evidence collected or developed for accreditation purposes

Lengthy written report (300-500 pages) that provides historical background and demonstrates standards compliance

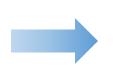
# Now



ongoing improvement aligned with standards Ongoing assessment and evaluation integrated into

Existing strategic planning structure used for

strategic planning responsibilities



Existing evidence of ongoing improvement used as the starting point; evidence is the basis of the written evaluation and gap analysis



Concise and relevant report (~150 pages) that demonstrates intentionality of mission and continuous, quality improvement

Gohar Momjian is the ACCJC Vice President assigned to the colleges/district ACCJC Institutional Self-Evaluation Report Training – May 2, 2018

# Stages of the Process

- Each college completes an Institutional Self-Evaluation Report (ISER)
- Host Visiting Team in March 2020
- Draft Report Sent to ALO in April or May 2020 (correct any factual errors)
- ACCJC Action Letter Sent in June 2020
- Follow up on Recommendations (if any)
- Engage in Continuous Improvement through our aligned strategic planning processes

# Alignment at MVC

Steering Committee: Carlos Lopez, ALO; Abel Sanchez, strategic planning faculty chair; Sara Nafzgar, accreditation faculty chair

ACCREDITATION STANDARD	STRATEGIC PLANNING LEADERSHIP COUNCIL
Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity	Institutional Mission and Effectiveness Subcommittee (Standard I) Facilitator: Dr. Martha Rivas Co-Chairs: Deanna Murrell, Evelyn Gonzalez, and Audrey Mae Hernandez
Standard II: Instructional Programs	Student Learning Programs and Services Subcommittee (Standard II) Facilitator: Dr. Dyrell Foster Co-Chairs: Dr. Daniel Clark and Jaime Rodriguez
Standard III: Resources	Resources: Human, Facilities, Technology, and Finance Subcommittee (Standard III) Facilitator: Dr. Nathaniel Jones Co-Chairs: Dr. Amanda Cachia and David Bobbitt
Standard IV: Leadership and Governance	Leadership and Governance Subcommittee (Standard IV) Facilitator: Dr. Nicole Smith Co-Chairs: Dr. LaTonya Parker and Andrew Graham

# Alignment at NC

Greg Aycock, ALO; Ruth Leal, classified co-chair; Kris Anderson, faculty co-chair

Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity Melissa Bader, Patti Brusca, Greg Aycock Committees: ISPC, Assessment, Grants, Program Review, Committee of the Whole	<ul> <li>Standard II: Student Learning Programs and Student Services</li> <li>A. Instructional Programs: Quinton Bemiller, Nicole Brown, Jason Parks</li> <li>B. Library and Learning Support Services: Nikki Capps, Chris Poole, Damon Nance</li> <li>C. Student Support Services: John Moore, Vanessa Acosta, Mark DeAsis</li> <li>Committees: APC, SSPC, Academic Senate, ASNC, Curriculum, DE, Legacy, Library Advisory, Teaching and Learning, Professional Dev.</li> </ul>
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Standard III: Resources	Standard IV: Leadership and Governance
A. Human Resources: Peter Boelman, Leona	A. Decision-Making Roles and Processes: Bob Prior, Patricia Gill, Gustavo
Crawford, Colleen Molko	Oceguera
<b>B.</b> Physical Resources + D. Financial Resources: <i>Phu</i>	<b>B.</b> Chief Executive Officer: Gail Zwart, Monique Franklin Pierce, Monica
Tran, Andy Aldasoro, Jim Reeves	Green
<b>C. Technology Resources:</b> Janet Frewing, Dan	C. Governing Board + D. Multi-College Districts or Systems: Peggy Campo,
Lambros, Debra Mustain	Natalie Aceves, Kevin Fleming
Committees: BFPC, Professional Development,	<b>Committees:</b> ISPC, Academic Senate, President's Cabinet,
Safety, Technology	President's Executive Council, Committee of the Whole

# Alignment at RCC

- Educational Program Oversight Committee (EPOC) serves as the Accreditation Steering Committee (ASC) Co-chairs: Susan Mills (ALO), Hayley Ashby (accreditation), Kathleen Sell (strategic planning)
- Councils are comprised of all college stakeholders including administration, faculty, students, and staff
- Tri-leads provide reports and updates to councils and EPOC/ASC

ACCREDITATION STANDARD	STRATEGIC PLANNING LEADERSHIP COUNCIL
Standard I: Mission, Academic Quality and Institutional Effectiveness, and Integrity	Governance Effectiveness Mission Quality Council (GEMQ) Leads: Susan Mills, Debbie Cazares, Regina Miller
Standard II: Student Learning Programs and Student Services* *Sub-leads also identified for Standard II areas (A-C) committees	Academic & Career Technical Programs and Instructional Support Council (ACTPIS); Student Access and Support Council (SAS) Leads: <i>Carol Farrar, FeRita Carter, Jo Scott-Coe, Julie Taylor</i>
Standard III: Resources	Resource Development and Administrative Services Council (RDAS) Leads: Raymond "Chip" West, Tucker Amidon, Natalie Halsell
Standard IV: Leadership and Governance	Governance Effectiveness Mission Quality Council (GEMQ) Leads: Susan Mills, Mark Sellick, Stephen Ashby

# District Office Role

While the ACCJC accredits individual colleges, the district office evaluates district office structures and how these structures assist the colleges to achieve and maintain:

- Eligibility Requirements; Accreditation Standards; ACCJC policies; Accredited status.
- Clear description and delineation of the particular way functions are distributed in their unique multi-college organization.
- Evidence of ongoing communication between the colleges and the district office regarding the distribution of these functions.

# PROGRESS UPDATE 2017-2018

# NC

# RIV

# MVC

# RCCD

### FALL 2017 – SPRING 2018

#### COMPLETED:

- Co-chairs and committees established and aligned with existing governance and planning
- Cloud-based tool selected
- Website updated
- Training initiated

#### IN PROGRESS:

10 Standards Committees begin work. Gap analysis underway + Gather Evidence + Rough compilation for each standard

#### COMPLETED:

- Timeline established
- Strategic planning structure aligned with standards
- Tri-leads identified and responsibilities defined
- Kick-off presentations
- Accreditation training day
- Accreditation resources/tools developed and distributed

#### IN PROGRESS:

- Councils and committees working on identifying evidence, evaluating standards, and conducting gap analysis
- Website update

#### COMPLETED:

 Co-chairs and committees established aligned with existing governance and planning structure

#### IN PROGRESS:

- Standards Committees begin work. Gap analysis + Gather Evidence + Rough compilation for each standard
- Website update
- Accreditation resources under development

#### **IN PROGRESS:**

Upon filling of Vice Chancellor, Educational Services position:

- Establish co-chairs and committees
- Update website
- Develop accreditation resources
- Function mapping
- District Strategic Plan
- Budget allocation model
- Standards Committees begin work. Gap analysis + Gather Evidence + Rough compilation for each standard

# TIMELINE 2019-2020

- EARLY SPRING 2019: First reading of full draft (PLT, Academic Senate, CSEA, Student Senate)
- LATE SPRING 2019: Final reading and approval
- SPRING AND SUMMER 2019: Edit Institutional Self Evaluation Report (ISER) and Quality Focus Essay (QFE)
- FALL 2019: Board of Trustees approval
- SPRING 2020: Accreditation team visit

# Accreditation 2020 Links

Roles and Responsibilities of Governing Boards in Accreditation: <u>https://accjc.org/wp-content/uploads/Guide-to-Accreditation-for-Governing-Boards\_Jan2017.pdf</u>

Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems:

https://accjc.org/wp-content/uploads/Evaluation-of-Institutions-Multi.pdf

RCCD District Accreditation Website:

<u>http://www.rccd.edu/administration/educationalservices/Pages/accreditation.aspx</u>

Moreno Valley College Accreditation website:

http://www.mvc.edu/accreditation/

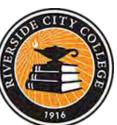
Riverside City College Accreditation website:

http://www.rcc.edu/about/president/Accreditation/Pages/Accreditation.aspx

Norco College Accreditation website:

http://norcocollege.edu/about/president/Accreditation/Pages/index.aspx









# Accreditation 2020

# **Questions?**











### Agenda Item (IV-B-2)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-2)
Subject	RCCD Dashboard Indicators
College/District	District
Information Only	

#### **Background Narrative:**

Presented for the Board's review and consideration are the Riverside Community College District Dashboard Indicators. These dashboard indicators are intended to provide an informational overview of our local high school districts, student demography, performance and outcomes at the district level. The presentation will focus on student trends for the 2010-2017 time period, with an emphasis on analyzing the most recent data available.

Prepared By: Wolde-Ab Isaac, Chancellor David Torres, Dean, Institutional Research and Strategic Planning

**Attachments:** 

**RCCD** Dashboard Indicators

# RCCD Dashboard Indicators, 2010-2017

PRESENTED BY DAVID TORRES

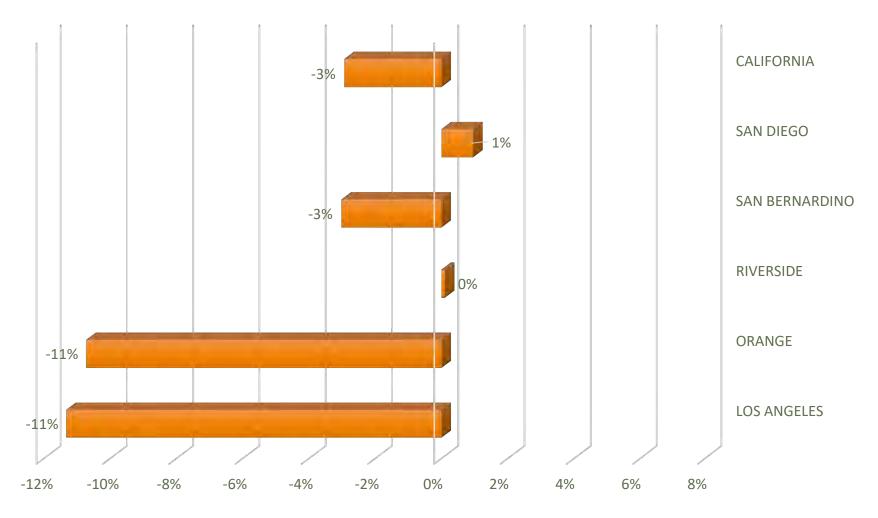
DEAN, RCCD INSTITUTIONAL RESEARCH AND STRATEGIC PLANNING

RCCD BOARD OF TRUSTEES - TEACHING AND LEARNING COMMITTEE APRIL 3, 2018

# Indicator Themes

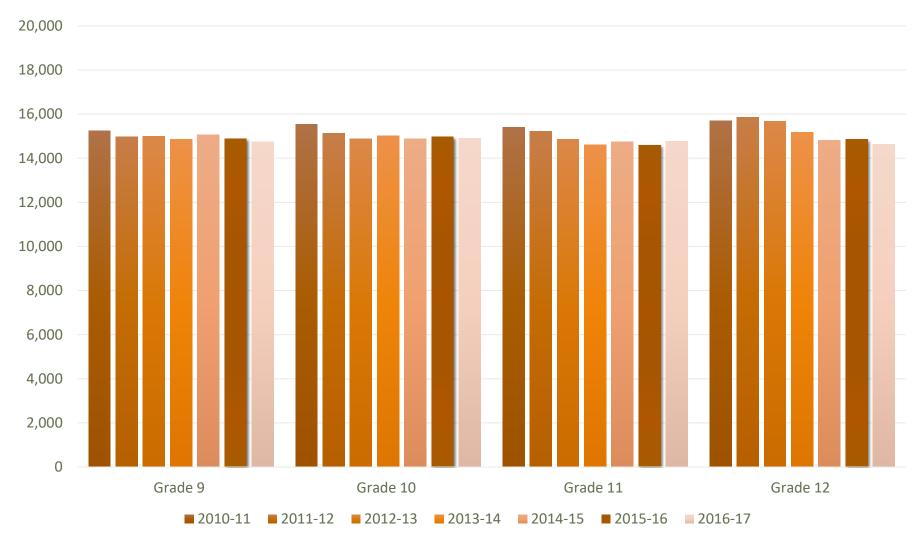
- Regional Context
- Student Demographics
- Student Performance
- Student Outcomes

# Change in Projected High School Graduates, 2017-18 to 2026-27 by county



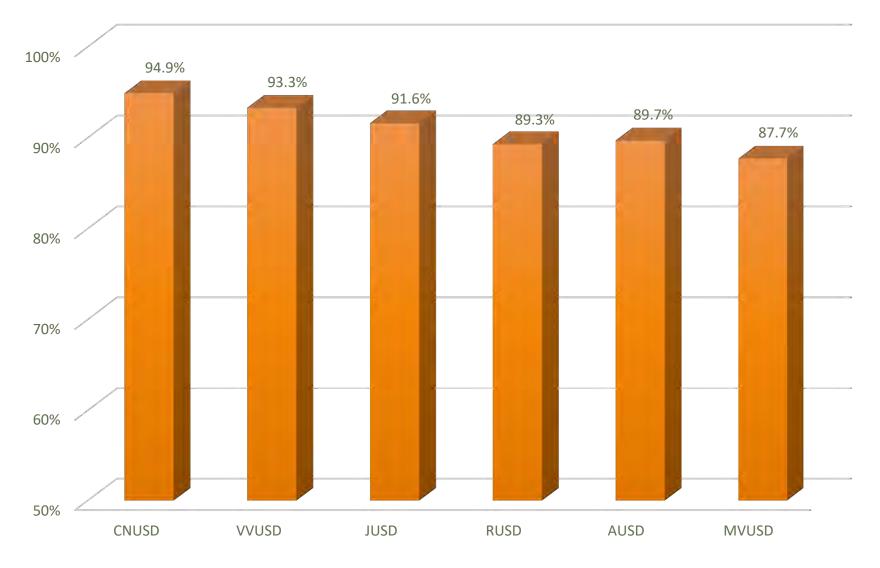
Source: http://www.dof.ca.gov/research/demographic/reports/projections/k-12/

#### RCCD Feeder School Grade Counts, 2010-11 through 2016-17



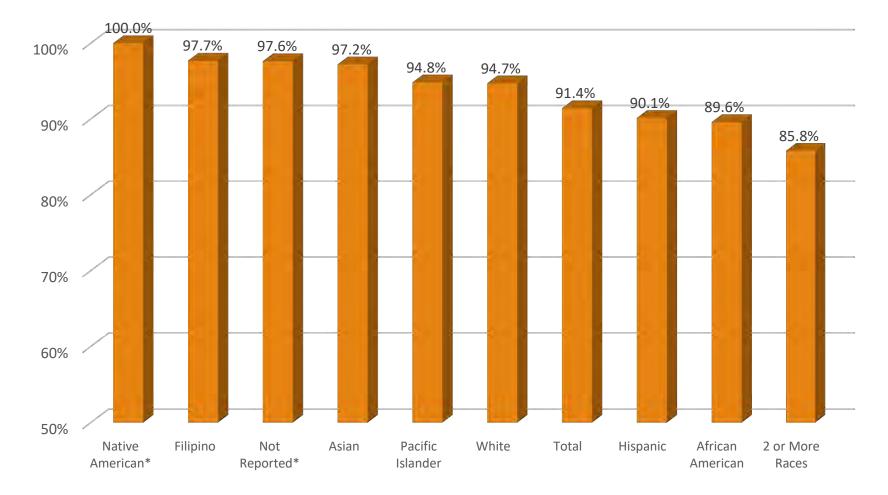
Source: California Department of Education, Data Quest; http://dq.cde.ca.gov/dataquest/. RCCD feeder school districts include: Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside, and Val Verde.

#### RCCD Feeder Districts Cohort Graduation Rates, 2016



Source: California Department of Education, Data Quest; http://dq.cde.ca.gov/dataquest/. RCCD feeder school districts include: Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside, and Val Verde.

### RCCD Feeder Districts Cohort Graduation Rates, by student ethnicity, 2016

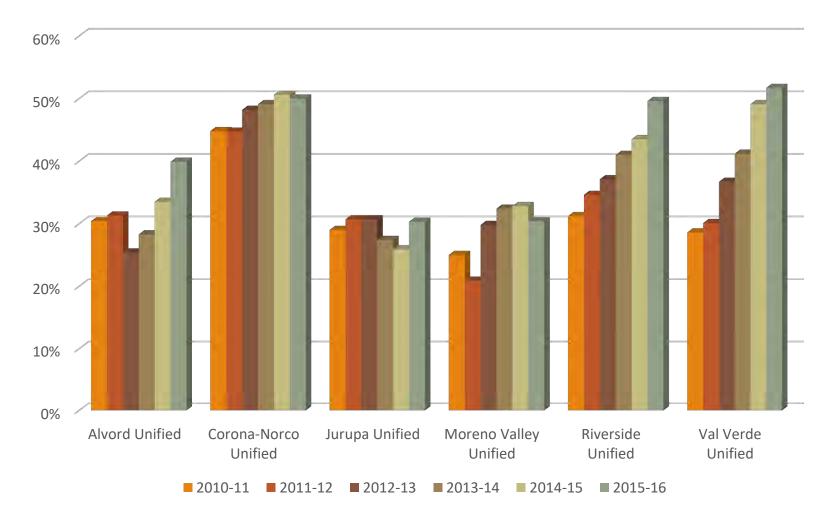


Source: California Department of Education, Data Quest; http://dq.cde.ca.gov/dataquest/.

RCCD feeder school districts include: Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside, and Val Verde.

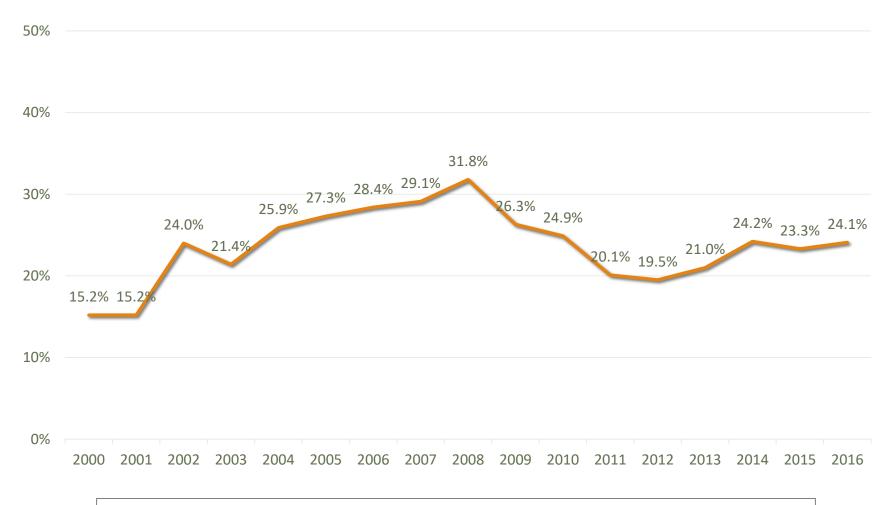
\*Smaller comparable samples of less than 50.

### RCCD Feeder Districts 12<sup>th</sup> Grades Graduates Completing all Courses Required for UC and/or CSU Entrance



Source: California Department of Education, Data Quest; http://dq.cde.ca.gov/dataquest/. RCCD feeder school districts include: Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside, and Val Verde.

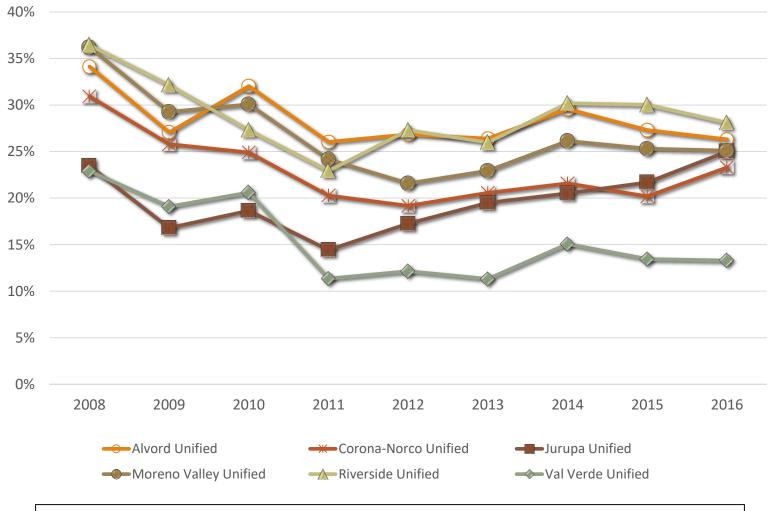
### RCCD Feeder Districts Capture Rates, 2000-2016



"Capture Rate" is the percent of recent high school graduates from our service area who are 19 years and under <u>and</u> attending Riverside Community College during the fall term for the first-time. High school districts in RCCD's service area include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

Source: California Department of Education webpage, locally-derived files.

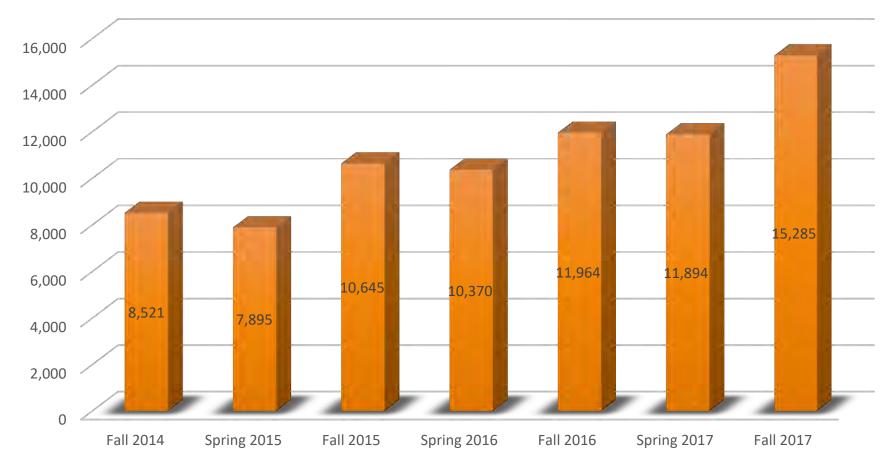
### RCCD Capture Rates, 2008-2016, by Feeder District



"Capture Rate" is the percent of recent high school graduates from our service area who are 19 years and under <u>and</u> attending Riverside Community College during the fall term for the first-time. High school districts in RCCD's service area include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

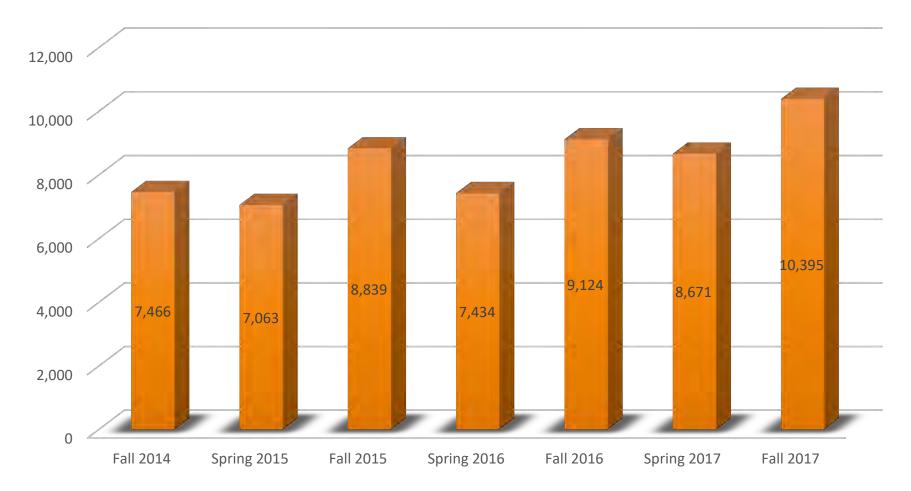
Source: California Department of Education webpage, locally-derived files.

### Counseling / Advisement Services Use\*, Fall 2014 through Fall 2017



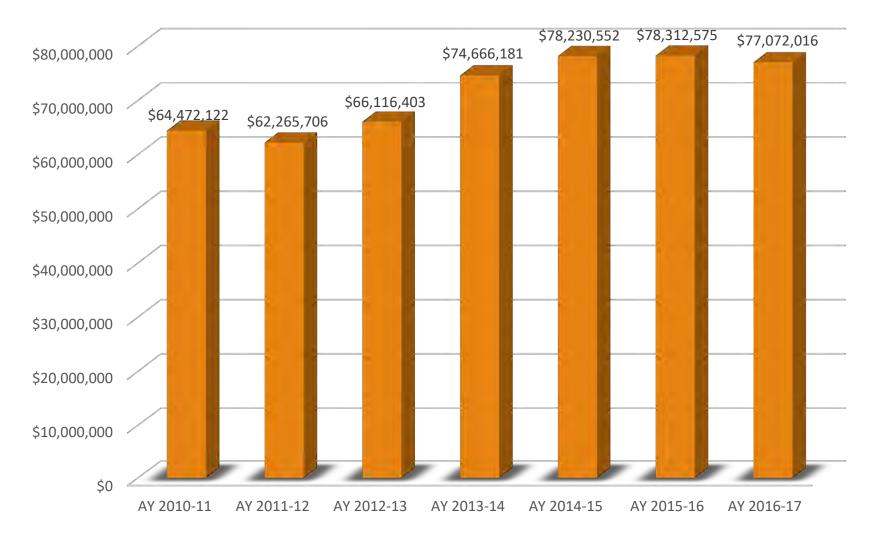
\*Counseling and advisement service refers to a substantive interaction between a counselor or advisor and a student during term. Contact can take place during individual appointments or group advising/counseling. Development of Student Education Plan is not reported here.

### Educational Plan Development\*, Fall 2014 through Fall 2017



\*Reports on educational plans developed / updated during term. Existing, unchanged education plans not reported here.

### **Riverside CCD Total Financial Aid Awarded**



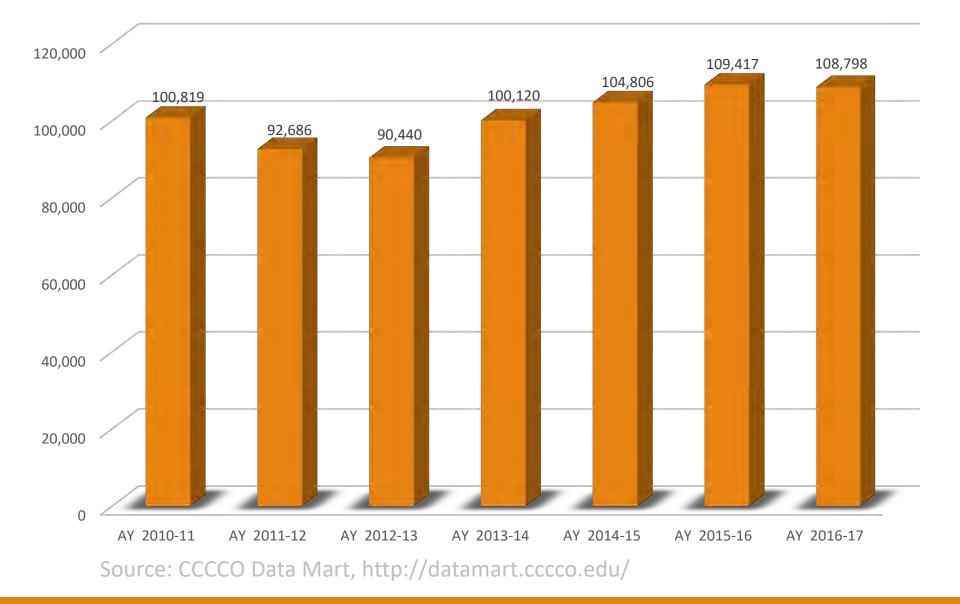
### Riverside CCD Total Financial Aid Awarded



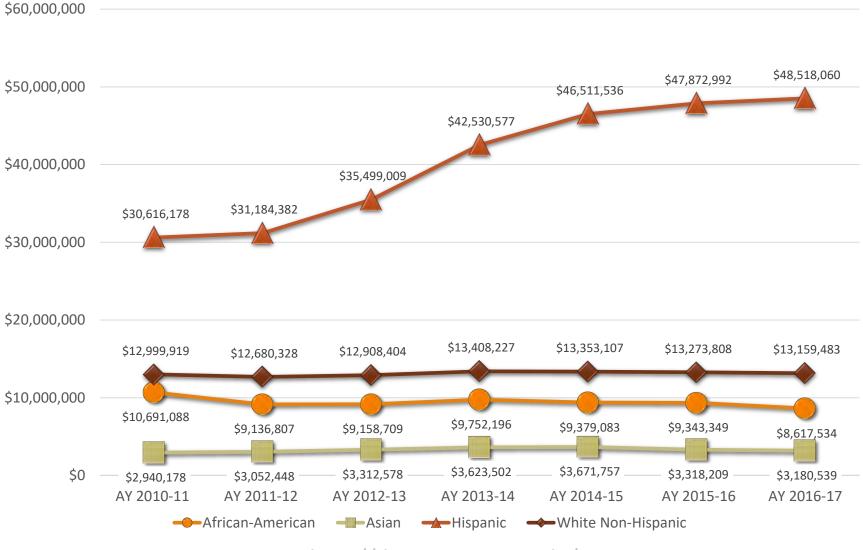
### Riverside CCD <u>Students</u> Receiving Financial Aid Awards

35,000 29,990 30,300 29,950 28,749 30,000 26,584 26,601 26,062 24,981 25,000 20,000 15,000 10,000 5,000 0 AY 2009-10 AY 2010-11 AY 2011-12 AY 2012-13 AY 2013-14 AY 2014-15 AY 2015-16 AY 2016-17

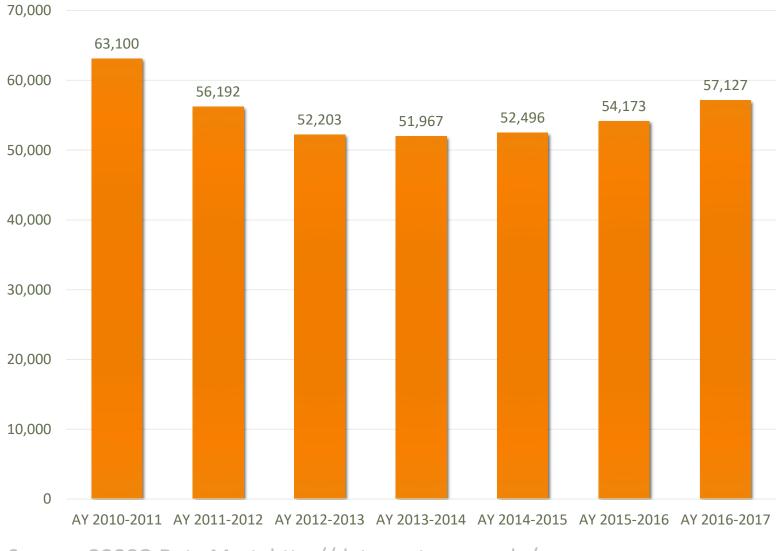
### Riverside CCD Financial Aid <u>Awards</u>, 2010-11 through 2016-17



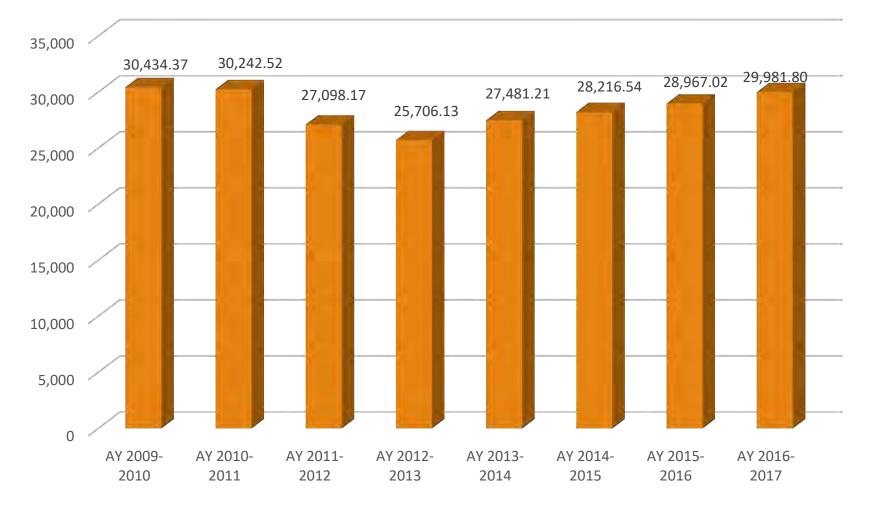
# Riverside CCD Total Financial Aid Awarded, by largest ethnic group



### **Riverside CCD Total Student Population**



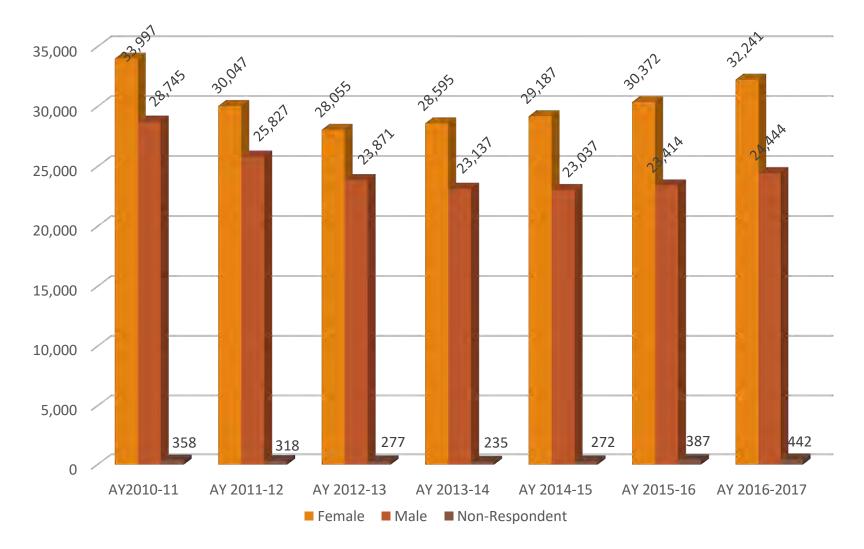
# Riverside CCD Full-Time Equivalent Students, Academic Years 2009/10 through 2014-15



#### Source: CCCCO Data Mart, http://datamart.cccco.edu.

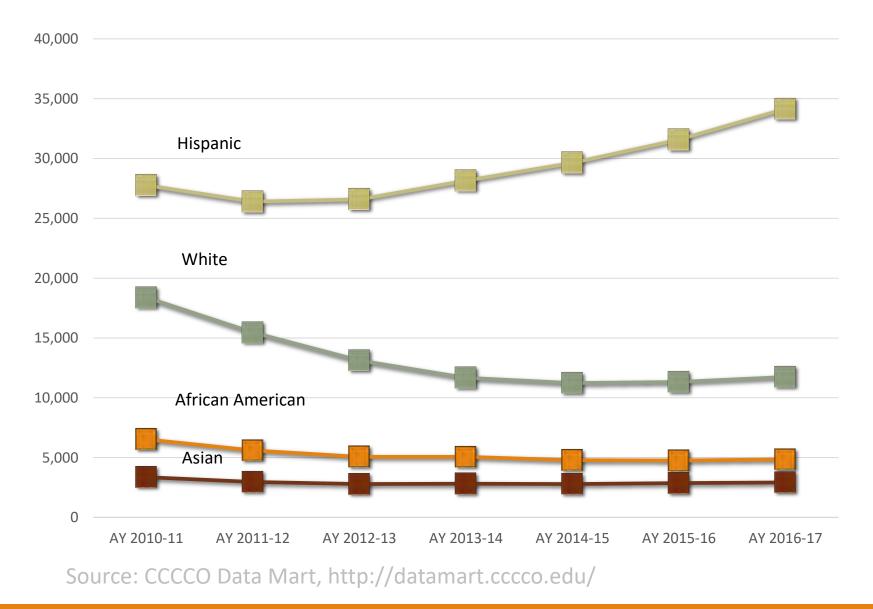
\*FTES calculated by summing the "Total Hours" during the requested time period, then dividing by 525. Only classes eligible for state apportionment funding included. This methodology *is not* the same as the methodology used in calculating FTES for CCFS-320 report.

# Riverside CCD Total Student Population, by gender

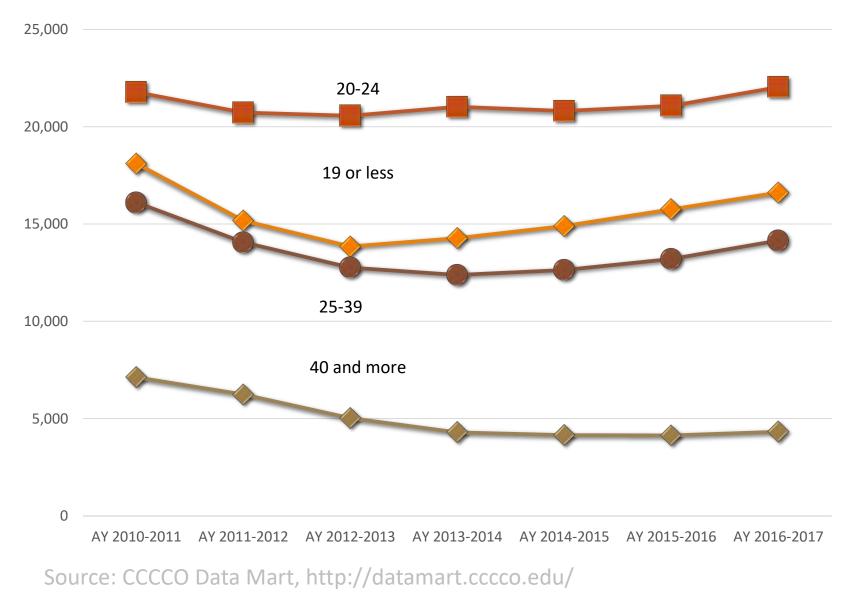


Source: CCCCO Data Mart, http://datamart.cccco.edu/

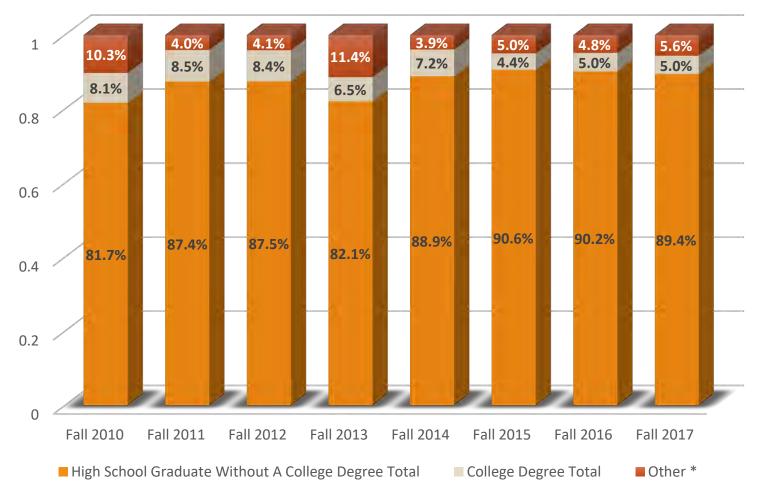
# Riverside CCD Total Student Population, larger ethnic groups (2.5K +)



# Riverside CCD Total Student Population, by age groups



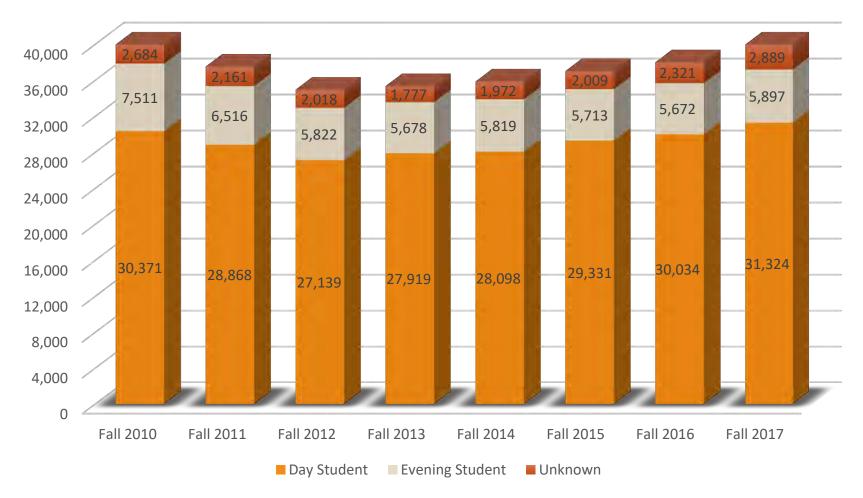
# Riverside CCD Total Student Population, by education status



Source: CCCCO Data Mart, http://datamart.cccco.edu.

\*Other includes currently enrolled high school students, students with less than a high school graduation, and students who declined to answer question.

# Riverside CCD Total Student Population, by day status\*



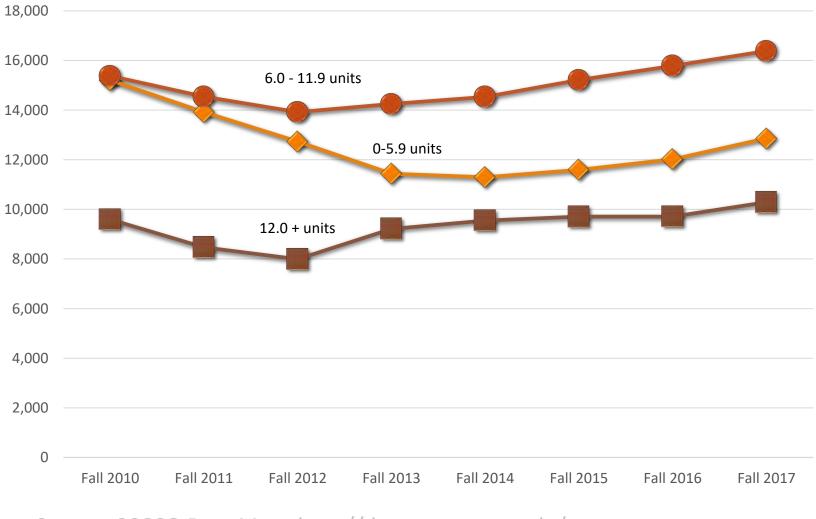
Source: CCCCO Data Mart, http://datamart.cccco.edu.

\*"Day Student" is enrolled in at least 1 day section, but may also attend evening courses.

"Evening Student" is enrolled in at least one evening section only with no day sections.

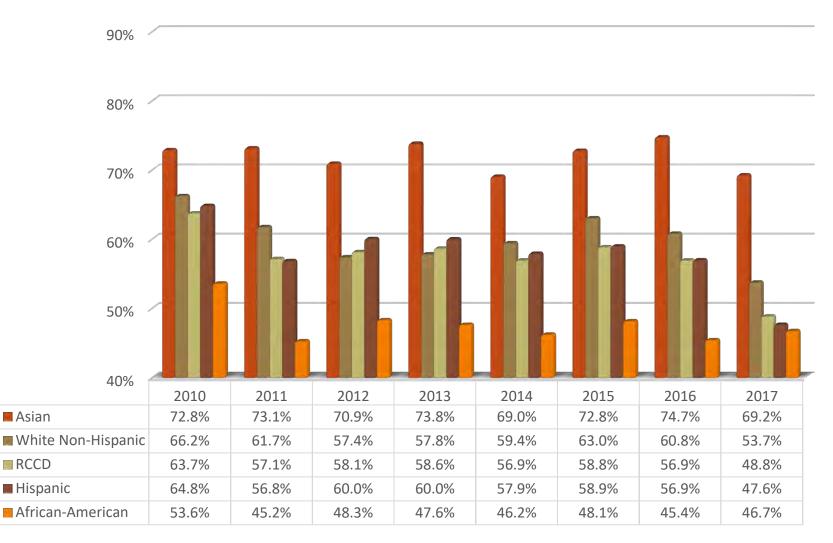
"Unknown" students enroll only in sections that meet neither of the above criteria.

# Riverside CCD Total Student Population, by unit load



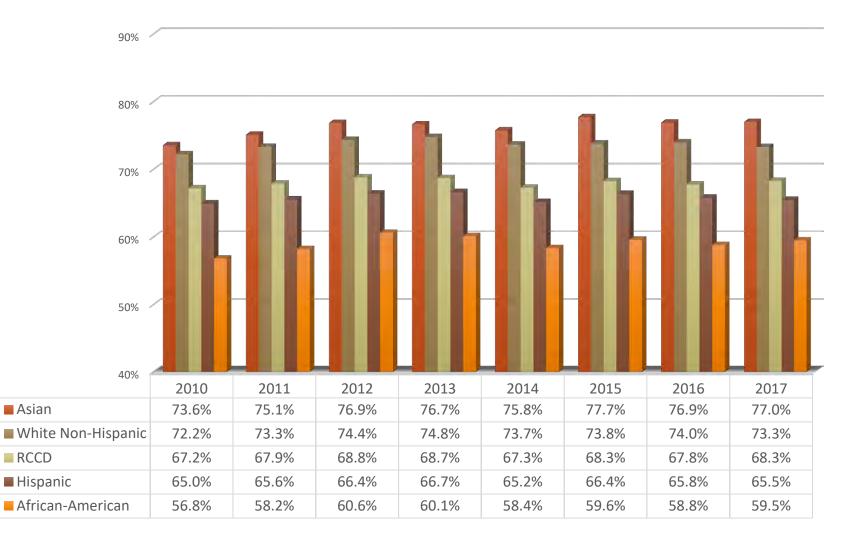
Source: CCCCO Data Mart, http://datamart.cccco.edu/

# Basic Skills Course Success Rates, Fall Terms



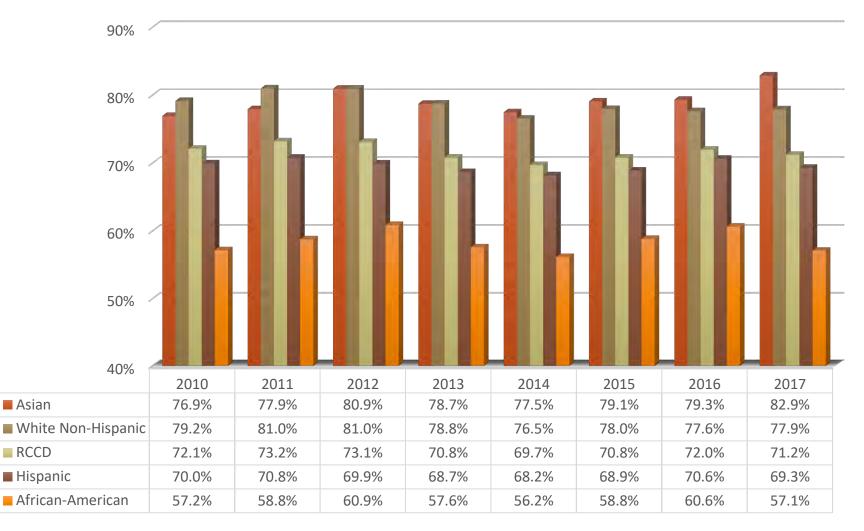
Note: Success is a grade of "C: or better. Source: CCCCO Data Mart, http://datamart.cccco.edu/

# Transferable Course Success Rates, Fall Terms



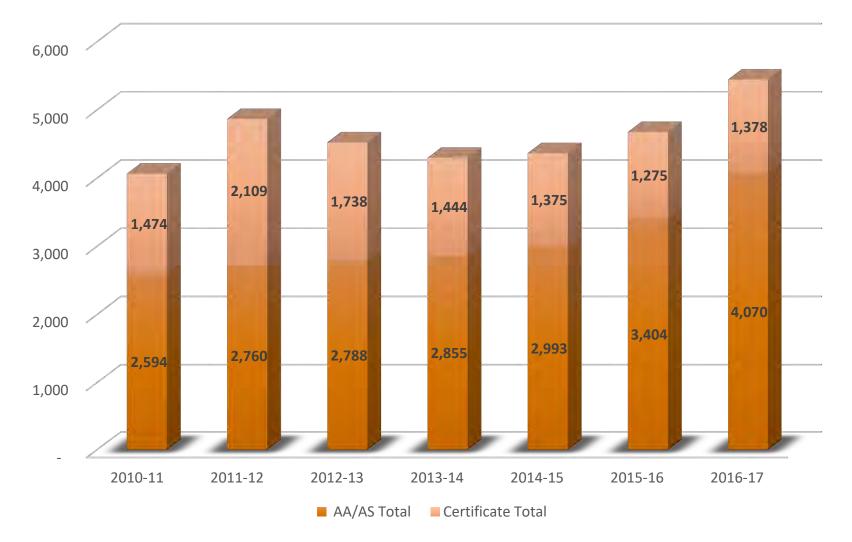
Note: Success is a grade of "C: or better. Source: CCCCO Data Mart, http://datamart.cccco.edu/

# CTE Course Success Rates, Fall Terms



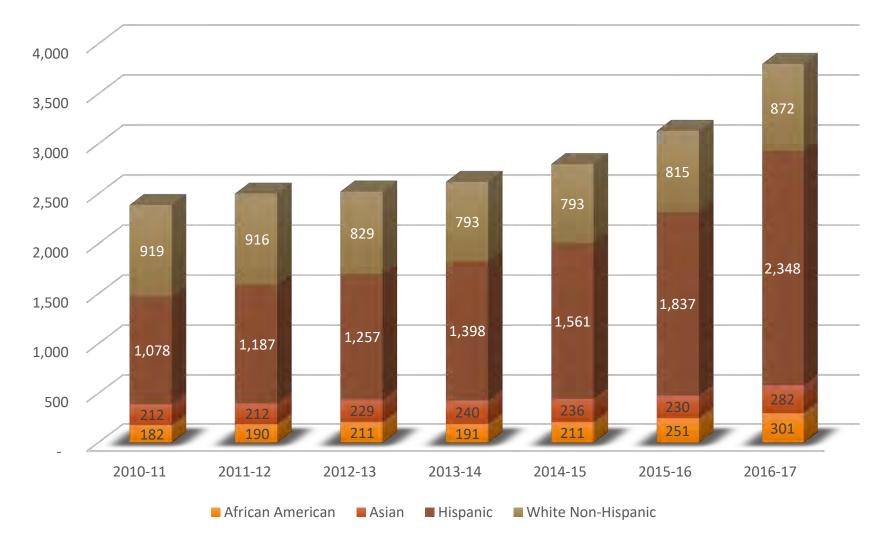
Note: Success is a grade of "C: or better. Source: CCCCO Data Mart, http://datamart.cccco.edu/

# RCCD AA/AS Awards and Certificates



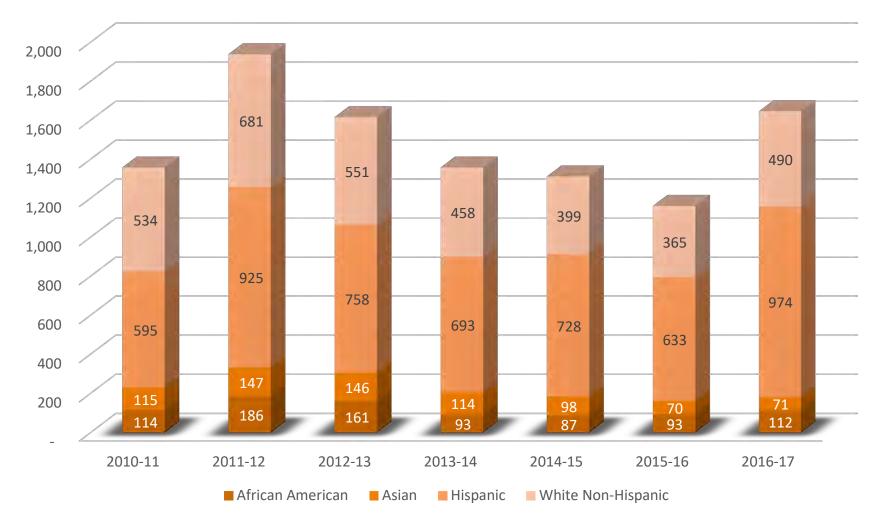
Source: CCCCO Data Mart, http://datamart.cccco.edu/

# RCCD AA/AS Awards, by larger ethnic groups



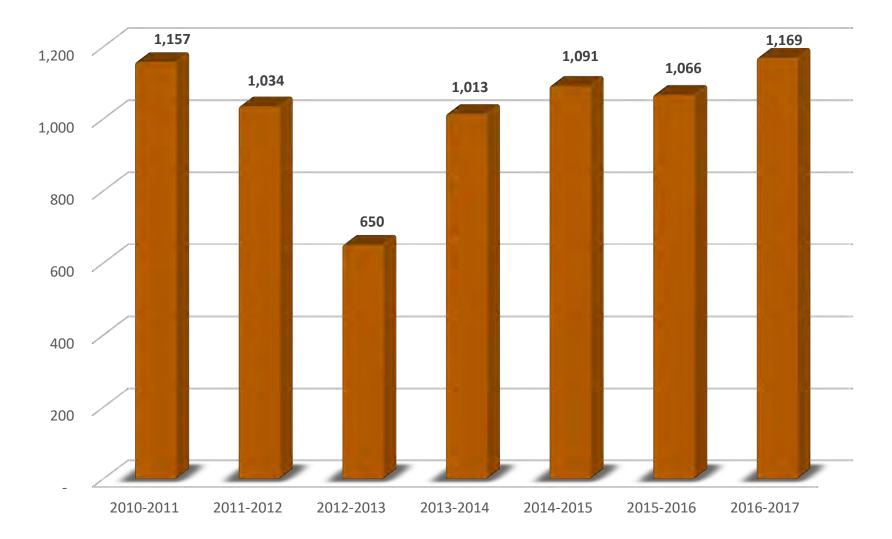
Source: CCCCO Data Mart, http://datamart.cccco.edu/, referential data files, local calculation.

# RCCD Certificates, by larger ethnic groups

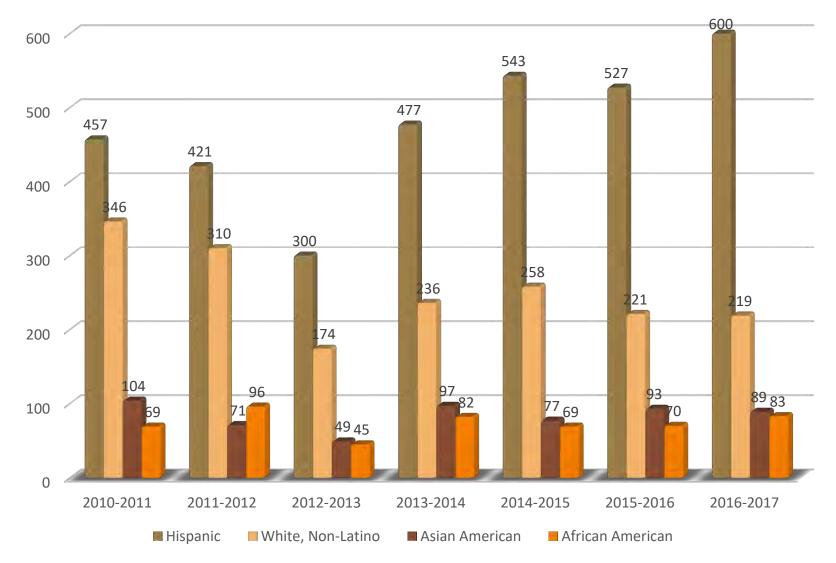


Source: CCCCO Data Mart, http://datamart.cccco.edu/, referential data files, local calculation.

### Total RCCD Transfers to any California State University campus



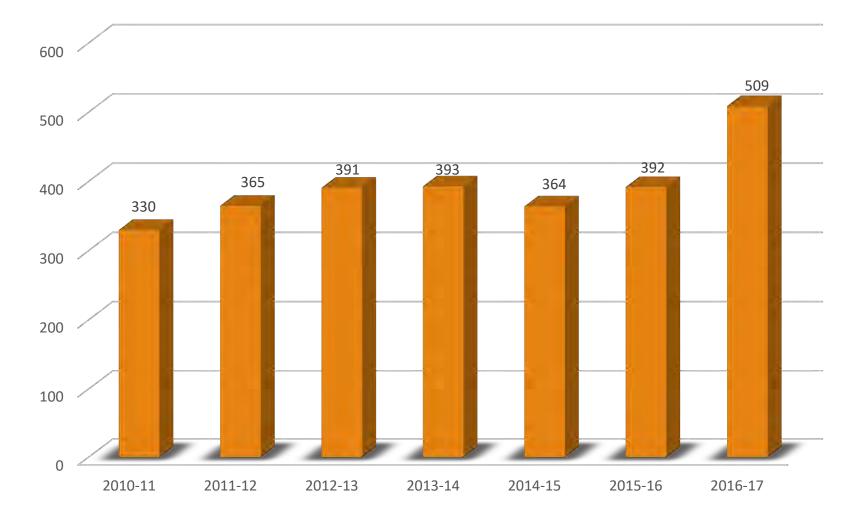
Source: CSU Analytic Studies webpage, http://www.calstate.edu/as/ccct/index.shtml



# Total RCCD Transfers to any CSU campus, by largest ethnic groups

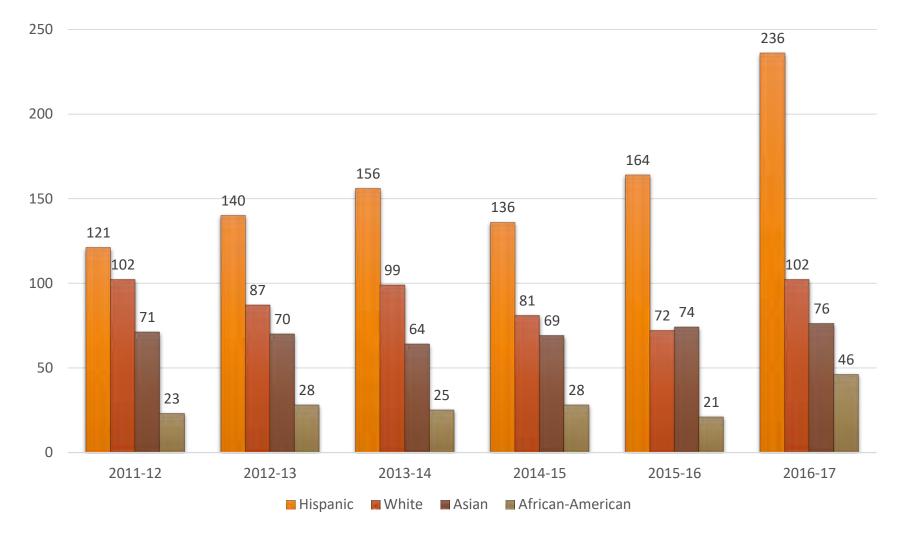
Source: CSU Analytic Studies webpage, http://www.calstate.edu/as/ccct/index.shtml

## Total RCCD Transfers to any University of California campus



Source: University of California Info Center, http://www.universityofcalifornia.edu/infocenter/admissions-source-school

# Total RCCD Transfers to any UC campus, by largest ethnic groups



Source: University of California Info Center,

http://www.universityofcalifornia.edu/infocenter/admissions-source-school

# Four Takeaways...

- 1. While RCCD feeder school districts have comparable graduation rates, rates of students completing UC/CSU transferable courses differ.
- 2. While financial aid recipients keep increasing with the population, most students receive only fee waivers/Pell grants, which still leave many economic needs unmet.
- 3. Hispanic students are experiencing steady growth, in both access and outcome measures.
- 4. RCCD AA/AS graduates and student transfers to the UC/CSU are all increasing.

# RCCD Dashboard Indicators, 2010-2017

END OF SLIDE SHOW



# Agenda Item (IV-B-3)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-3)
Subject	Agreement for College and Career Access Pathways: A Dual Enrollment Partnership with Alvord Unified School District
College/District	District
Funding	N/A
Recommended Action	Recommended that the Board of Trustees approve the College and Career Access Pathways Partnership Agreement.

#### **Background Narrative:**

In accordance with details set forth under Assembly Bill 288, Riverside Community College District on behalf of Riverside City College and Norco College in partnership with Alvord Unified School District (AUSD) is offering pathway-specific college and pre-college courses on Hillcrest, La Sierra, and Norte Vista High School campuses. The term of this agreement is three and one-half years beginning on July 1, 2018 and ending on December 31, 2021.

This agreement implements the elements of AB-288 College and Career Access Pathways (CCAP) Partnership Agreements with the goal of establishing seamless pathways to community college for Career and Technical Education or transfer; and improving high school graduation rates or college and career readiness. CCAP Partnerships allow community college districts to claim apportionment for closed courses offered on a high school campus to CCAP participants provided that all other applicable statutory and regulatory requirements are met.

This agreement augments the existing efforts between RCC/NC/RCCD and AUSD enabling all institutions to progress toward strategic objectives of student access, equity, and completion (RCC and NC) and college and career readiness (AUSD).

Prepared By: Wolde-Ab Isaac, Chancellor

Irving Hendrick, Interim President, Riverside City College Bryan Reece, President Norco College Carol Farrar, VP Academic Affairs Monica Green, Vice President, Student Services (NC)

#### **Attachments:**

Agreement for College and Career Pathways\_A Dual Enrollment Partnership\_AUSD

#### COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2018-2021

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Riverside Community College District ("COLLEGE"), 3801 Market Avenue, Riverside, CA 92501, and Alvord Unified School District ("SCHOOL DISTRICT") 9 KPC Parkway, Corona, CA 92879.

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 Riverside Community 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, SCHOOL DISTRICT is a public school-district serving grades 9-12 located in West Riverside County and within the regional service area of the COLLEGE unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, the 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 helping 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;

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 and one half (3<sup>1</sup>/<sub>2</sub>) years beginning on July 1, 2018 and ending on December 31, 2021, and will be subject to renewal, 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 before the start of the CCAP partnership. Sec. 2 (c)(3)

#### 2. **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 the COLLEGE and applicable law. Sec. 2 (a)
- 2.2. Consistent with AB 288, this CCAP Agreement may 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. Pupil or Student A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

# 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 the COLLEGE 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 the COLLEGE 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, including liability and medical care coverage requirements, if any.
- 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.
- 4.4. The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5. Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

#### 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. Books and instructional materials purchased by the SCHOOL DISTRICT will remain the property of and housed at the SCHOOL DISTRICT. The COLLEGE will ensure, whenever possible, textbooks to remain the same throughout the term of the CCAP agreement. Both SCHOOL DISTRICT and COLLEGE will pursue methods of keeping textbook costs down and will seek additional funding sources including grants to cover textbook costs.
- 5.3. Participating students must meet all prerequisite requirements of the COLLEGE as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4. Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

- 5.5. Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7. Students requiring reasonable accommodations for COLLEGE courses offered at the SCHOOL DISTRICT as part of this CCAP Agreement will receive services through the SCHOOL DISTRICT. Students requiring reasonable accommodations for COLLEGE courses offered at the COLLEGE will receive services through the COLLEGE.
- 5.8. Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9. A course dropped within the COLLEGE drop "without a W" deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

#### 6. CCAP AGREEMENT COURSES

- 6.1. The 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 and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2. Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (0)(1)
- 6.3. 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.
- 6.4. The scope, nature, time, location, and listing of courses shall be offered and determined by the COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5. Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.

- 6.6. 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 the COLLEGE academic standards.
- 6.7. 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.
- 6.8. 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.
- 6.9. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to 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, procedures, the COLLEGE regulations, policies, procedures, shall prevail.
- 6.10. Site visits and instructor evaluations by one or more representatives of the COLLEGE shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with the COLLEGE academic standards.
- 6.11. 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.
- 6.12. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with the COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13. COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14. College and School District certify 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)

#### 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 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 may be approved and provided by the COLLEGE.
- 7.7. Faculty 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 to 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 the COLLEGE.
- 7.9. SCHOOL DISTRICT personnel selected to be instructors will be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.10. The COLLEGE and SCHOOL DISTRICT jointly determine the subject areas of instruction. The COLLEGE shall determine the number of instructors and the ratio of instructors to students.

#### 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 and grading standards 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 both at the SCHOOL DISTRICT and on the COLLEGE campus. Both parties will work together in resolving behavioral issues.

#### 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 the COLLEGE 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 COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with the COLLEGE policy and COLLEGE procedures and academic standards.
- 9.4. The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5. 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.

- 9.6. 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)(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. The COLLEGE 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. The COLLEGE 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)

#### **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. The COLLEGE 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 the COLLEGE 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 or has a waiting list shall not be offered or included in this Agreement, whenever possible. 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 enrollment, attendance, grades and achievement for students under this CCAP agreement 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. REIMBURSEMENT**

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

#### **15. FACILITIES**

- 15.1. 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 the COLLEGE 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.
- 15.2. 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.
- 15.3. The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

#### **16. INDEMNIFICATION**

- 16.1. 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.
- 16.2. The COLLEGE 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 COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

#### **17. INSURANCE**

- 17.1. The SCHOOL DISTRICT, in order to protect the COLLEGE, 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 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.
- 17.2. For the purpose of Workers' Compensation, the COLLEGE shall be the "primary employer" for all its personnel who perform services as instructors. The COLLEGE shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by COLLEGE personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE personnel connected with providing services under this Agreement.

#### **18. NON-DISCRIMINATION**

18.1. 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.

#### **19. TERMINATION**

19.1. 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 Section 20 below.

#### **20. NOTICES**

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

SCHOOL DISTRICT Alvord Unified School District 9 KPC Parkway Corona, CA 92879 Attn: Lou Obermeyer, Ed.D., Interim Superintendent

COLLEGE Riverside Community College District 3801 Market Street Riverside, CA 92501 Attn: Wolde-Ab Isaac, Ph.D., Chancellor

#### **21. INTEGRATION**

21.1. This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement, and supersedes all prior agreements or representations, either express or implied, written or oral, with regard to this subject matter only.

#### 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.

#### 24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1. For locations outside the geographical boundaries of, 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 \_\_\_\_\_ 2018

By:

Lou Obermeyer, Ed.D., Interim Superintendent ALVORD UNIFIED SCHOOL DISTRICT

By:

Wolde-Ab Isaac, Ph.D., Chancellor RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Riverside Community College District ("COLLEGE"), 3801 Market Avenue, Riverside, CA 92501, and Alvord Unified School District ("SCHOOL DISTRICT") 9 KPC Parkway, Corona, CA 92879.

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)

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. CCAP AGREEMENT

- a. 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)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before July 1st and follow the protocols set forth in (a) and (b) of this section.

LOCATION	NAME	TELEPHONE	EMAIL
College: Norco College	Maureen Sinclair, Ed.D. Project Director	951-738-7746	maureen.sinclair@norcocollege.edu
<b>College</b> : Riverside City College	Carol Farrar, Ph.D. Vice President of Academic Affairs	951-222-8053	carol.farrar@rcc.edu
School District: Alvord USD	Craig Shiflett, Director of College and Career Readiness	951-509-5015	craig.shiflett@alvordschools.org

d. COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

#### 2. STUDENT SELECTION

- a. 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. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: 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)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15-unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

#### **3.** 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.

#### 4. CCAP AGREEMENT PROGRAM YEAR: FALL 2018 THROUGH FALL 2021

a. COLLEGE has identified the following pathways, course offerings per program year, estimated students served, and projected FTES. The employer of record for all courses under this CCAP Agreement is the COLLEGE and the location of the courses is the SCHOOL DISTRICT. The grid below is intended to project the courses offered and is subject to change based on the needs of the student cohorts within the pathway.

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Riverside City College
HIGH SCHOOL DISTRICT:	Alvord Unified School District
HIGH SCHOOL:	Hillcrest High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
<b>REQUIRED:</b>	

Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c) (1): Students are being prepared to be college ready or are participating in a CTE Pathway.

Languages & Humanities OR Social & Behavioral Sciences Pathway						
Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
THE-3 Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre
	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science
			<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics	<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics
			<b>SPA-1</b> Spanish I	<b>SPA-2</b> Spanish II	<b>SPA-1</b> Spanish I	<b>SPA-2</b> Spanish II
					MAT-12 Statistics	

Students Details			
	2018/2019	2019/2020	2020/2021
Students Served	35	70	105
FTES	6	12	18

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Norco College
HIGH SCHOOL DISTRICT:	Alvord Unified School District
HIGH SCHOOL:	La Sierra High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
<b>REQUIRED:</b>	

		<b>Business</b>	Administration	a Pathway		
Fall 2018 BUS-10 Introduction to Business *ENG-1A English	Spring 2019 BUS-18A Business Law I *ENG-1B Critical Thinking	Fall 2019 BUS-18B Business Law II *ENG-1A English	Spring 2020 ACC-1A Principles of Accounting I *ENG-1B Critical Thinking	Fall 2020 BUS-22 Management Communication *ENG-1A English	Spring 2021 BUS-20 Business Mathematics *ENG-1B Critical Thinking	Fall 2021 BUS-10 Introduction to Business *ENG-1A English
Composition	and Writing	Composition	and Writing	Composition	and Writing	Composition
GUI-45	GUI-45	GUI-45	GUI-45	GUI-45	GUI-45	GUI-45
Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to
College	College	College	College	College	College	College
		Eng	gineering Path	way	<u> </u>	
	* <b>MAT-1A</b>	*MAT-1B	*MAT-1A	*MAT-1B	* <b>MAT-1A</b>	*MAT-1B
	Calculus I	Calculus II	Calculus I	Calculus II	Calculus I	Calculus II
	* <b>MAT-36</b>	*MAT-10	*MAT-36	*MAT-10	* <b>MAT-36</b>	*MAT-10
	Trigonometry	Pre-Calculus	Trigonometry	Pre-Calculus	Trigonometry	Pre-Calculus
<b>*ENG-1A</b>	*ENG-1B	<b>*ENG-1A</b>	*ENG-1B	<b>*ENG-1A</b>	*ENG-1B	<b>*ENG-1A</b>
English	Critical Thinking	English	Critical Thinking	English	Critical Thinking	English
Composition	and Writing	Composition	and Writing	Composition	and Writing	Composition
GUI-45	<b>GUI-45</b>	GUI-45	<b>GUI-45</b>	<b>GUI-45</b>	<b>GUI-45</b>	GUI-45
Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to
College	College	College	College	College	College	College
		Administr	ation of Justic	e Pathway		
<b>ADJ-1</b> Introduction to the Administration of Justice						
GUI-45	<b>GUI-45</b>	<b>GUI-45</b>	GUI-45	<b>GUI-45</b>	GUI-45	<b>GUI-45</b>
Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to	Introduction to
College	College	College	College	College	College	College

	Studen	ts Details	
	2018/2019	2019/2020	2020/2021
Students Served	100	100	100
FTES	20	20	20

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Riverside City College
HIGH SCHOOL DISTRICT:	Alvord Unified School District
HIGH SCHOOL:	Norte Vista High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
<b>REQUIRED:</b>	

	Langua	ages & Human	ities OR Socia	al & Behaviora	ll Sciences Pat	thway
Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
THE-3 Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre
	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science
			<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics	<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics
			<b>SPA-1</b> Spanish I	SPA-2 Spanish II	<b>SPA-1</b> Spanish I	SPA-2 Spanish II
					MAT-12 Statistics	

		Students Details	
	2018/2019	2019/2020	2020/2021
Students Served	35	70	105
FTES	6	12	18

# 5. BOOKS

- a. The total cost of books for students participating as part of this CCAP agreement will be borne by the SCHOOL DISTRICT. The COLLEGE will ensure, whenever possible, textbooks will remain the same throughout the term of the CCAP agreement.
- b. The COLLEGE will inform the SCHOOL DISTRICT via an annual Addendum to the AGREEMEMENT regarding the new BOOK information as new course are added to the offerings for 2019-2020 and 2020-2021 and beyond. The Addendum will be available in December of the preceding academic year.

Course Name	Text	ISBN	Cost
THE-3	The Theater Experience	978-1-308-48658-1	\$87
Introduction to the Theater	Edwin Wilson		
GUI-48	Becoming a Master Students	978-1-33709710-9	\$116
College Success Strategies	Ellis		
MUS-19	Enjoyment of Music, Short. (LL) w/ Access	978-0-39390605-9	\$88
Music Appreciation	Forney		
BIO-36	Environment	978-1-11887582-7	\$197
Environmental Science	Raven		
COM-9	Interplay	978-0-19939048-9	\$100
Interpersonal Communication	Adler		
SPA-1	SPANISH 1 VOL.1 w/ CONNECT PLUS	978-1-25931690-6	\$122
Spanish 1	MCGRAW CUSTOM		
	Easy Written Accents in Spanish	978-1-50669655-3	\$14
	Yount		
SPA-2	Tu Mundo VOL 2- w/ CONNECT access	978-1-25931691-3	\$90
Spanish 2	Andrade		+
MAT-37	Pathway to Introductory Statistics	978-0-13410717-2	\$215
Algebra for Statistics	Lehmann		+ -
MAT-12	Elementary Statistics w/ Access	978-1-26018701-4	\$153
Algebra for Statistics	Bluman		
Recommended for	TI 30XIIS CALCULATOR	281-8-44004267-6	\$20
MAT-37 and MAT-12			

#### HIGH SCHOOL: Hillcrest High School

#### HIGH SCHOOL: La Sierra High School

Course Name	Text	ISBN	Cost
ENG-1A	A Brief Guide to Writing from Readings	9780205245741	\$81.00
English Composition	(Stephan Wilhoit)		
	Contemporary & Classic Arguments	9781457665325	\$38.00
	(Barnet & Benau)		
ENG-1B	Literature: A Portable Anthology	9781319035341	\$51.35
Critical Thinking and Writing	(Gardner, et.al.)		
BUS-10	Understanding Business W/connect	9781259715631	\$106.65
Introduction to Business			
BUS-18A	Business Law I	9780324690040	\$162.00-
Business Law I			\$216.00
BUS-18B	Business Law Today w/ Mindtap Access	9781305645714	\$100.00
Business Law II	11 <sup>th</sup> ed. Cengage L		
BUS-20	Pract. Bus. Math LL W Aleks Code	9781259981456	\$146.65
<b>Business Mathematics</b>			

BUS-22	Essentials of business(LL) Package	9781305699199	\$130.35
Management Communications			
ACC-1A	Corporate Financial ACCTG W	9781337032032	\$120.65
Principles of Accounting I	Cennow		
MAT-36	Trigonometry, 8 <sup>th</sup> Edition	9781305652224	\$56.00 -
Trigonometry	(McKeague)		\$238.35
MAT-10	PreCalculus, 10 <sup>th</sup> Edition	9780321979070	\$99.05-
PreCalculus	(Sullivan)		\$247.60
MAT-1A	Calculus, Early Transcendentals, 8th Ed.	9781305270336	\$171.65-
Calculus I	(Stweart)		\$171.65
MAT-1B	Calculus, Early Transcendentasl, 8th Ed.	9781305270336	\$171.65-
Calculus II	(Stweart)		\$171.65
GUI-45	No Textbook		
Introduction to College			

Course Name	Text	ISBN	Cost
THE-3	The Theater Experience	978-1-308-48658-1	\$87
Introduction to the Theater	Edwin Wilson		φ0,
GUI-48	Becoming a Master Students	978-1-33709710-9	\$116
College Success Strategies	Ellis		
MUS-19	Enjoyment of Music, Short. (LL) W/	978-0-39390605-9	\$88
Music Appreciation	Access		
	Forney		
BIO-36	Environment	978-1-11887582-7	\$197
Environmental Science	Raven		-
COM-9	Interplay	978-0-19939048-9	\$100
Interpersonal Communication	Adler		
SPA-1	SPANISH 1 VOL.1 w/ CONNECT PLUS	978-1-25931690-6	\$122
Spanish 1	MCGRAW CUSTOM		-
	Easy Written Accents in Spanish	978-1-50669655-3	\$14
	Yount		-
SPA-2	Tu Mundo VOL 2- w/ CONNECT access	978-1-25931691-3	\$90
Spanish 2	Andrade		
MAT-37	Pathway to Introductory Statistics	978-0-13410717-2	\$215
Algebra for Statistics	Lehmann		-
MAT-12	Elementary Statistics w/ Access	978-1-26018701-4	\$153
Algebra for Statistics	Bluman		
Recommended for	TI 30XIIS CALCULATOR	281-8-44004267-6	\$20
MAT-37 and MAT-12			

#### 6. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full- time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

# 7. CCAP AGREEMENT DATA MATCH AND REPORTING

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

# 8. PRIVACY OF STUDENT RECORDS

a. 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 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.

# 9. FACILITIES USE

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



# Agenda Item (IV-B-4)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-4)
Subject	Agreement for College and Career Access Pathways: A Dual Enrollment Partnership with Jurupa Unified School District
College/District	District
Funding	N/A
Recommended Action	Recommended that the Board of Trustees approve the College and Career Access Pathways Partnership Agreement.

#### **Background Narrative:**

In accordance with details set forth under Assembly Bill 288, Riverside Community College District on behalf of Riverside City College and Norco College in partnership with Jurupa Unified School District (JUSD) is offering pathway-specific college and pre-college courses on Jurupa Valley, Patriot, and Rubidoux High School campuses. The term of this agreement is three and one-half years on July 1, 2018 and ending on December 31, 2021.

This agreement implements the elements of AB-288 College and Career Access Pathways (CCAP) Partnership Agreements with the goal of establishing seamless pathways to community college for Career and Technical Education or transfer; and improving high school graduation rates or college and career readiness. CCAP Partnerships allow community college districts to claim apportionment for closed courses offered on a high school campus to CCAP participants provided that all other applicable statutory and regulatory requirements are met.

This agreement augments the existing efforts between RCC/NC/RCCD and JUSD enabling all institutions to progress toward strategic objectives of student access, equity, and completion (RCC and NC) and college and career readiness (JUSD).

Prepared By: Wolde-Ab Isaac, Chancellor

Irving Hendrick, Interim President, Riverside City College Bryan Reece, President Norco College Carol Farrar, VP Academic Affairs Monica Green, Vice President, Student Services (NC)

#### **Attachments:**

Agreement for College and Career Pathways\_A Dual Enrollment Partnership\_JUSD

#### COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2018-2021

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Riverside Community College District ("COLLEGE"), 3801 Market Avenue, Riverside, CA 92501, and Jurupa Unified School District ("SCHOOL DISTRICT"). 4850 Pedley Road. Jurupa Valley, CA 92509.

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 Riverside Community 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, SCHOOL DISTRICT is a public school-district serving grades 9-12 located in West Riverside County and within the regional service area of the COLLEGE unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, the 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 helping 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;

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

# 1. TERM OF AGREEMENT

- 1.1. The term of this CCAP Agreement shall be three and one half (3½) years beginning on July 1, 2018 and ending on December 31, 2021, and will be subject to renewal via written addendum, 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 before the start of the CCAP partnership. Sec. 2 (c)(3)

# 2. **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 the COLLEGE and applicable law. Sec. 2 (a)
- 2.2. Consistent with AB 288, this CCAP Agreement may 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. Pupil or Student A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

# 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 the COLLEGE 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 the COLLEGE 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, including liability and medical care coverage requirements, if any.
- 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.
- 4.4. The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5. Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

#### 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. Books and instructional materials purchased by the SCHOOL DISTRICT will remain the property of and housed at the SCHOOL DISTRICT. The COLLEGE will ensure, whenever possible, textbooks to remain the same throughout the term of the CCAP agreement. Both SCHOOL DISTRICT and COLLEGE will pursue methods of keeping textbook costs down and will seek additional funding sources including grants to cover textbook costs.
- 5.3. Participating students must meet all prerequisite requirements of the COLLEGE as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4. Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

- 5.5. Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7. Students requiring reasonable accommodations for COLLEGE courses offered at the SCHOOL DISTRICT as part of this CCAP Agreement will receive services through the SCHOOL DISTRICT. Students requiring reasonable accommodations for COLLEGE courses offered at the COLLEGE will receive services through the COLLEGE.
- 5.8. Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9. A course dropped within the COLLEGE drop "without a W" deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

# 6. CCAP AGREEMENT COURSES

- 6.1. The 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 and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2. Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (0)(1)
- 6.3. 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.
- 6.4. The scope, nature, time, location, and listing of courses shall be offered and determined by the COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5. Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.

- 6.6. 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 the COLLEGE academic standards.
- 6.7. 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.
- 6.8. 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.
- 6.9. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to 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, procedures, the COLLEGE regulations, policies, procedures, shall prevail.
- 6.10. Site visits and instructor evaluations by one or more representatives of the COLLEGE shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with the COLLEGE academic standards.
- 6.11. 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.
- 6.12. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with the COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13. COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14. College and School District certify 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)

#### 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 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 may be approved and provided by the COLLEGE.
- 7.7. Faculty 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 to 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 the COLLEGE.
- 7.9. SCHOOL DISTRICT personnel selected to be instructors will be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.10. The COLLEGE and SCHOOL DISTRICT jointly determine the subject areas of instruction. The COLLEGE shall determine the number of instructors and the ratio of instructors to students.

#### 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 and grading standards 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 both at the SCHOOL DISTRICT and on the COLLEGE campus. Both parties will work together in resolving behavioral issues.

#### 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 the COLLEGE 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 COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with the COLLEGE policy and COLLEGE procedures and academic standards.
- 9.4. The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5. 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.

- 9.6. 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)(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. The COLLEGE 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. The COLLEGE 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)

#### **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. The COLLEGE 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 the COLLEGE 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 or has a waiting list shall not be offered or included in this Agreement, whenever possible. 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 enrollment, attendance, grades and achievement for students under this CCAP agreement 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. REIMBURSEMENT**

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

#### **15. FACILITIES**

- 15.1. 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 the COLLEGE 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.
- 15.2. 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.
- 15.3. The COLLEGE facilities may be used subject to mutual agreement by the parties as expressed in the Appendix to this Agreement.

#### **16. INDEMNIFICATION**

- 16.1. 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.
- 16.2. The COLLEGE 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 COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

#### **17. INSURANCE**

- 17.1. The SCHOOL DISTRICT, in order to protect the COLLEGE, 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 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.
- 17.2. COLLEGE shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should COLLEGE maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the SCHOOL DISTRICT and those coverages and limits shall become the required minimum limits of insurance and coverage in all articles of this Agreement.
  - 1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.
    - a. The Commercial General Liability Coverage shall include the following endorsements:
      - (i) The SCHOOL DISTRICT, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional

insured endorsement applicable "when required by written contract or agreement;"

- (ii) A Primary, Non-contributory endorsement in favor of the SCHOOL DISTRICT, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement."
- b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Cross Suits Liability Exclusion
- 2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
  - a. The SCHOOL DISTRICT, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement;"
  - b. A Primary, Non-contributory endorsement in favor of the SCHOOL DISTRICT, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement."
- 3. Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
  - a. The Workers' Compensation coverage shall include a Waiver of Subrogation endorsement in favor of the SCHOOL DISTRICT, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement;"
  - b. If COLLEGE is using a Professional Employer Organization or any other type of staffing company to lease employees, COLLEGE must notify and seek approval from the Risk Management Department of the SCHOOL DISTRICT prior to the execution of this Agreement.
- 4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer's Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Section 17.2, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).

- 5. As the COLLEGE will have access to or will be receiving any personal or private information about the SCHOOL DISTRICT or its students, personnel, students or parents or any other third party:
  - a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000
  - b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - c. The policy shall protect the SCHOOL DISTRICT for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
  - d. The Cyber Liability coverage shall include the all endorsements required under Section 17.2, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
- 6. COLLEGE must provide professional liability insurance, or the equivalent to his/her specific field (such as medical malpractice, errors and omissions, etc.), with limits not less than \$1,000,000 for each claim or event with an annual aggregate of \$1,000,000. The Professional Liability coverage shall include all endorsements required under Section 17.2, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
- 7. COLLEGE must provide sexual misconduct insurance, with limits not less than \$1,000,000 for each claim or event with an annual aggregate of \$1,000,000. The Sexual Misconduct Liability coverage shall include the all endorsements required under Section 17.2, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
- 8. Should any of the insurance policies contain either a deductible or self-insured retention, the COLLEGE shall be responsible to pay that deductible or self-insured retention and the SCHOOL DISTRICT shall not be responsible to pay these costs.
- 9. Should any required insurance policies be cancelled, non-renewed or if the COLLEGE fails to renew, COLLEGE shall provide notice of such cancellation immediately to the SCHOOL DISTRICT.
- 10. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
- 11. Certificates of Insurance Coverage shall be filed by COLLEGE with the SCHOOL DISTRICT evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all

required endorsements attached or the Certificate will be rejected as noncompliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by COLLEGE. The SCHOOL DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.3. For the purpose of Workers' Compensation, the COLLEGE shall be the "primary employer" for all its personnel who perform services as instructors. The COLLEGE shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by COLLEGE personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE personnel connected with providing services under this Agreement.

#### **18. NON-DISCRIMINATION**

18.1. 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.

#### **19. TERMINATION**

19.1. 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 Section 20 below.

#### **20. NOTICES**

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

SCHOOL DISTRICT Jurupa Unified School District 4850 Pedley Road Jurupa Valley, CA 92879 Attn: Elliott Duchon, Superintendent

COLLEGE Riverside Community College District 3801 Market Street Riverside, CA 92501 Attn: Wolde-Ab Isaac, Ph.D., Chancellor

#### **21. INTEGRATION**

21.1. This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement, and supersedes all prior agreements or representations, either express or implied, written or oral, with regard to this subject matter only.

#### 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.

#### 24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1. For locations outside the geographical boundaries of, 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 \_\_\_\_\_ 2018

By:

Elliott Duchon, Superintendent JURUPA UNIFIED SCHOOL DISTRICT

By:

Wolde-Ab Isaac, Ph.D., Chancellor RIVERSIDE COMMUNITY COLLEGE DISTRICT

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

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Riverside Community College District ("COLLEGE"), 3801 Market Avenue, Riverside, CA 92501, and Jurupa Unified School District ("SCHOOL DISTRICT"). 4850 Pedley Road. Jurupa Valley, CA 92509.

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)

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. CCAP AGREEMENT

- a. 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)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before July 1st and follow the protocols set forth in (a) and (b) of this section.

LOCATION	NAME	TELEPHONE	EMAIL
College: Norco College	Maureen Sinclair, Ed.D. Project Director	951-738-7746	maureen.sinclair@norcocollege.edu
<b>College</b> : Riverside City College	Carol Farrar, Ph.D. Vice President of Academic Affairs	951-222-8053	carol.farrar@rcc.edu
School District: Jurupa USD	Roberta Pace Director, College and Career Readiness	951-360-4135	rpace@jusd.k12.ca.us

d. COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

#### 2. STUDENT SELECTION

- a. 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. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: 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)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15-unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

# **3.** 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.

#### 4. CCAP AGREEMENT PROGRAM YEAR: FALL 2018 THROUGH FALL 2021

a. COLLEGE has identified the following pathways, course offerings per program year, estimated students served, and projected FTES. The employer of record for all courses under this CCAP Agreement is the COLLEGE and the location of the courses is the SCHOOL DISTRICT. The grid below is intended to project the courses offered and is subject to change based on the needs of the student cohorts within the pathway.

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Norco College
HIGH SCHOOL DISTRICT:	Jurupa Unified School District
HIGH SCHOOL:	Jurupa Valley High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
REQUIRED:	

	Engineering/Manufacturing Pathway					
Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
MAN-55 Occupational Safety and Health	ENE-51 Blueprint Reading	<b>MAN-55</b> Occupational Safety and Health	ENE-51 Blueprint Reading	MAN-55 Occupational Safety and Health	ENE-51 Blueprint Reading	<b>MAN-55</b> Occupational Safety and Health
GUI-45 Introduction to College	<b>GUI-45</b> Introduction to College	GUI-45 Introduction to College	<b>GUI-45</b> Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College	<b>GUI-45</b> Introduction to College
		Game I	Development P	Pathway		
		<b>GAM-22</b> Game Design Principals	GAM-35 Introduction to Simulation and Game Development	GAM-22 Game Design Principals	GAM-35 Introduction to Simulation and Game Development	GAM-22 Game Design Principals
GUI-45 Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College	GUI-45 Introduction to College

	Students Details				
	2018/2019	2019/2020	2020/2021		
Students Served	125	125	125		
FTES	15	15	15		

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Riverside City College
HIGH SCHOOL DISTRICT:	Alvord Unified School District
HIGH SCHOOL:	Patriot High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
<b>REQUIRED:</b>	

	Languages & Humanities OR Social & Behavioral Sciences Pathway					
Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
THE-3 Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre
	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science
			<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics	<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics
			<b>SPA-1</b> Spanish I	SPA-2 Spanish II	<b>SPA-1</b> Spanish I	SPA-2 Spanish II
					MAT-12 Statistics	

	Students Details				
	2018/2019	2019/2020	2020/2021		
Students Served	35	70	105		
FTES	6	12	20		

<b>BEGINNING PROGRAM YEAR:</b>	Fall 2018
COMMUNITY COLLEGE DISTRICT:	Riverside Community College District
COLLEGE:	Riverside City College
HIGH SCHOOL DISTRICT:	Jurupa Unified School District
HIGH SCHOOL:	Rubidoux High School
EDUCATIONAL PROGRAM:	College and Career Readiness and CTE Pathway
<b>REQUIRED:</b>	

	Languages & Humanities OR Social & Behavioral Sciences Pathway					
Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
THE-3 Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre	<b>MUS-19</b> Music Appreciation	<b>THE-3</b> Introduction to the Theatre
	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science	<b>GUI-48</b> College Success Strategies	<b>BIO-36</b> Environmental Science
			<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics	<b>COM-9</b> Interpersonal Communication	MAT-37 Algebra for Statistics
			<b>SPA-1</b> Spanish I	<b>SPA-2</b> Spanish II	<b>SPA-1</b> Spanish I	<b>SPA-2</b> Spanish II
					MAT-12 Statistics	

	Students Details				
	2018/2019	2019/2020	2020/2021		
Students Served	35	70	105		
FTES	6	12	20		

# 5. BOOKS

- a. The total cost of books for students participating as part of this CCAP agreement will be borne by the SCHOOL DISTRICT. The COLLEGE will ensure, whenever possible, textbooks will remain the same throughout the term of the CCAP agreement.
- b. The COLLEGE will inform the SCHOOL DISTRICT via an annual Addendum to the AGREEMEMENT regarding the new BOOK information as new course are added to the offerings for 2019-2020 and 2020-2021 and beyond. The Addendum will be available in December of the preceding academic year. The COLLEGE will ensure, whenever possible, textbooks will remain the same throughout the term of the CCAP agreement.

Course Name	Text	ISBN	Cost
THE-3	The Theater Experience	978-1-308-48658-1	\$87
Introduction to the Theater	Edwin Wilson		
GUI-48	Becoming a Master Students	978-1-33709710-9	\$116
College Success Strategies	Ellis		
MUS-19	Enjoyment of Music, Short. (LL) w/ Access	978-0-39390605-9	\$88
Music Appreciation	Forney		
BIO-36	Environment	978-1-11887582-7	\$197
Environmental Science	Raven		+
COM-9	Interplay	978-0-19939048-9	\$100
Interpersonal Communication	Adler		
SPA-1	SPANISH 1 VOL.1 w/ CONNECT PLUS	978-1-25931690-6	\$122
Spanish 1	MCGRAW CUSTOM		
	Easy Written Accents in Spanish	978-1-50669655-3	\$14
	Yount		+
SPA-2	Tu Mundo VOL 2- w/ CONNECT access	978-1-25931691-3	\$90
Spanish 2	Andrade		*
MAT-37	Pathway to Introductory Statistics	978-0-13410717-2	\$215
Algebra for Statistics	Lehmann		+
MAT-12	Elementary Statistics w/ Access	978-1-26018701-4	\$153
Algebra for Statistics	Bluman		
Recommended for	TI 30XIIS CALCULATOR	281-8-44004267-6	\$20
MAT-37 and MAT-12			

#### HIGH SCHOOL: Jurupa Valley High School

Course Name	Text	ISBN	Cost
ENE-51 Blueprint Reading	Interpreting Engineering Drawings 8 <sup>th</sup> Ed. (Branoff)	9781133693598	\$33.99- \$167.00
GAM -35 Intro. To Simulation and Game Development	No Textbook		
GAM-22 Game Design Principal	TBD		
GUI-45 Introduction to College	No Textbook		

# HIGH SCHOOL: Patriot High School

# HIGH SCHOOL: Rubidoux High School

Course Name	Text	ISBN	Cost
THE-3	The Theater Experience	978-1-308-48658-1	\$87
Introduction to the Theater	Edwin Wilson		
GUI-48	Becoming a Master Students	978-1-33709710-9	\$116
College Success Strategies	Ellis		
MUS-19	Enjoyment of Music, Short. (LL) W/	978-0-39390605-9	\$88
Music Appreciation	Access		
	Forney		
BIO-36	Environment	978-1-11887582-7	\$197
Environmental Science	Raven		
COM-9	Interplay	978-0-19939048-9	\$100
Interpersonal Communication	Adler		
SPA-1	SPANISH 1 VOL.1 w/ CONNECT PLUS	978-1-25931690-6	\$122
Spanish 1	MCGRAW CUSTOM		Ŧ
	Easy Written Accents in Spanish	978-1-50669655-3	\$14
	Yount		
SPA-2	Tu Mundo VOL 2- w/ CONNECT access	978-1-25931691-3	\$90
Spanish 2	Andrade		<b>*</b>
MAT-37	Pathway to Introductory Statistics	978-0-13410717-2	\$215
Algebra for Statistics	Lehmann		· -
MAT-12	Elementary Statistics w/ Access	978-1-26018701-4	\$153
Algebra for Statistics	Bluman		
Recommended for	TI 30XIIS CALCULATOR	281-8-44004267-6	\$20
MAT-37 and MAT-12			

#### 6. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full- time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

# 7. CCAP AGREEMENT DATA MATCH AND REPORTING

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

# 8. PRIVACY OF STUDENT RECORDS

a. 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 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.

# 9. FACILITIES USE

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



# Agenda Item (IV-B-5)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Teaching and Learning (IV-B-5)
Subject	Proposed Curricular Changes
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

#### **Background Narrative:**

Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Prepared By: Wolde-Ab Isaac, Chancellor

#### **Attachments:**

Proposed Curricular Changes

#### 1. New Courses

### College Course Title

The course below is being proposed as an addition to Moreno Valley's courses.

M CIS-22 Systems Auditing

The three courses below are being proposed as a replacement for KIN-A57, in order to allow students to repeat the curriculum.

R	KIN-A57A	Basketball, Beginning
R	KIN-A57B	Basketball, Intermediate
R	KIN-A57C	Basketball, Advanced
MNR	KIN-A81C	Physical Fitness, Advanced

The course below is being proposed as Riverside intends to add the sport of stunt.

R KIN-V27 Stunt

The course below is being proposed as a new introductory course. The course is consistent with similar offerings at CSU and UC.

MR MUS-101 Introduction to Music Technology

**2. Course Inclusions** College Course Title

None at this time.

**3. Major Course Modifications** College Course Title

The three courses below are being updated to remain current in the field and provide students with needed in-depth training in photography, lighting, and editing and printing software.

R	PHO-10	Advanced Photography
R	PHO-14	Lighting for Portraiture and Still Life
R	PHO-18	Photographic Editing and Printing

The courses below are being modified to update the descriptions, texts and student learning outcomes.

MNR	REA-86	Reading Strategies for Textbooks
Ν	ELE-71	Residential Electrical Wiring
Ν	ELE-72	Commercial and Industrial Electrical Wiring
Ν	ELE-73	Electric Motors and Transformers
Ν	ELE-74	Industrial Wiring and Controls
Ν	ELE-75	Solid State Devices and Lighting Controls
Ν	ELE-76	Low Voltage Wiring and Alternate Energy Generation
R	JOU-12	Photojournalism
R	KIN-26	Foundations of Coaching
R	KIN-33	Baseball Theory
MNR	KIN-4	Nutrition
R	KIN-43	Introduction to Personal Training
R	KIN-45	Group Fitness Instructor
R	KIN-6	Introduction to PE for Preschool and Elementary Children
MNR	KIN-V95	Out-Of-Season Sport Conditioning

# **4. Course Exclusions** College Course Title

The course below is being excluded from Norco's inventory.

N SPA-3N Spanish for Native Speakers

# 5. Course Deletions

College Course Title

Moreno Valley no longer plans to offer the following courses:

- M FIT C2A Fire Command 2A-Command Tactics at Major Fires
- M FIT M2A Management 2A- Organizational Development and Human Relations

- M FIT M2B Management 2B, Fire Service Financial Management
- M FIT M2C Management 2C Personnel and Labor Relations
- M FIT M2D Management 2D, Master Planning In the Fire Science
- M FIT M2E Ethics and the Challenge of Leadership in the Fire Service

Riverside no longer plans to offer the following courses:

- R KIN 47 Hiking and Backpacking
- R KIN 59 Athletic Advisement
- R KIN 8 Triathlon Techniques
- R KIN A09 Racquetball
- R KIN A80 Triathlon Techniques
- R KIN A90 Weight Training

#### 6. New Programs

College	Туре	Title
R	AA-T	Elementary Teacher Education
R	AA-T	Child and Adolescent Development

#### 7. Program Modifications

College Type Title

The program below is being modified to increase the units. The certificate will change from a local certificate to a state approved certificate.

R Cert (state) Esthetician

The certificates below are being modified to reflect renumbered and updated courses:

R	Cert (state)	Welding Technology
R	Cert (state)	Pipe Welding (SMAW, GMAW)
R	Cert (state)	Stick Welding (SMAW)

R	Cert (state)	TIG Welding (GTAW)
R	Cert (state)	Wire Welding (FCAW, GMAW)

### 8. Program Deletions

College Type Title

None at this time.

#### 1. New Courses

Course Title

RCC is proposing the course below in order to include in its curriculum a course on the cultural history of Islam. In addition UC Riverside is hiring a full-time faculty member in Art History who specializes in Islamic Art. The course will provide an opportunity for an introductory class for Art students seeking to transfer to UC Riverside

ART-90	Islamic Art History	R

The four courses below are being proposed as additional offerings related to information security and cyber defense.

CIS-21B	Linux Operating System Administration II	R	
CIS-27B	Introduction to Cybersecurity: Ethical Hacking	R	
CIS-8	Fundamentals: Information Systems Security Auditing	М	
CIS-22	Systems Auditing	М	
RCC is proposing the two courses below to enhance their current curricular offerings.			
DAN-D19	Celebrate Dance Rehearsal	R	

DAN-D26	Mexican Ballet Folklorico	R

The ELC courses below are being proposed as part of Norco's new electricity discipline. ELC-11, -13 will be required in the college's Digital Electronics certificate, and ELC-91 will be an elective.

ELC-11	DC Electronics	Ν
ELC-13	AC Electronics	Ν
ELC-405	Electrician Blueprint Reading with Code Applications for	
	National Electrical Code (NEC)	N
ELC-422	Electrical Theory and Practices AC	Ν
ELC-91	Fundamentals of Solar Energy	MN

The course below is being proposed due to the "... college and statewide goal to reduce remediation, English 91 allows the English Department to pilot a version of the co-requisite

College

model that has been successful in other states and other CA community colleges. We have added ESL and Reading as additional disciplines that may teach this course. The intention for ENG 91 is to allow faculty with an FSA in English or ESL or Reading to be able to teach the course. This course is meant as a stand-alone course which is not degree or certificate applicable". ENG-1A will be a required co-requisite for ENG-91.

ENG-91	Academic Support for English 1A	MR
The proposed	course below is intended to satisfy the Earth Science	e requirement for the proposed

AD-T in Elementary Education.

GEO-4	Earth Science for Educators	R

The course below is proposed as an additional science course for students who do not require a science course with a lab. The course will educate and contribute to the preparation of students in the event of a natural hazard or disaster.

GEO-5	Natural Hazards and Disasters	R

The course below is intended to add additional options for students pursuing the AD-T in History.

HIS-42	History of East Asia	R
1113-42	Thstory of East Asia	Л

The course below will expand upon the RCC History Department's offerings by providing students with the opportunity to learn about the history and experiences of Asian Americans.

HIS-44	Asian American Histor	V	R
	1 Iorun 1 morroun 1 moron	J	

The Human Services courses below are designed to assist families, students, and other interested parties in developing a more in depth understanding of the assigned subject matter. It will also assist those students who want a specialized certificate or who are intending to transfer to a four-year institution.

HMS-22	Human Behavior and the Social Environment	М
HMS-30	Multicultural Counseling - Counseling of African	
	Americans	М
HMS-31	Multicultural Counseling - Counseling of Hispanics	М
HMS-32	Multicultural Counseling - Counseling of Asians	М
HMS-33	Multicultural Counseling - Counseling of Native	

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	Americans	М
HMS-40	Family Studies - Counseling Youth and Adolescents	М
HMS-60	Introduction to Drugs and Alcohol	М

The course below is the last in a series of leveled courses which were previously KIN-A81. KIN-A81B, and –A81C have previously been approved.

VDI A010		
KIN-A81C	Physical Fitness, Advanced	MNR

The course below is designed to provide students with continued opportunities to apply the theories learned in MAN-39, Machine Shop Theory, and the skills learned in MAN-38, General Machine Shop.

MAN-36	General Machine Shop and Theory of Machining	Ν
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The two courses below are being proposed as a year-long integrated course developed by The Carnegie Foundation in collaboration with community colleges throughout the country. The purpose of Statway is to provide an alternative for our basic skills, non-STEM (Science, Technology, Engineering, and Mathematics) students to achieve their goal of successfully completing a college-level statistics course.

MAT-15	Statway II	MR
MAT-45	Statway I	MR

#### 2. Course Inclusions

Course Title

The courses below are being included in order to expand Norco College's offerings.

KIN-V71	Women's Sand Volleyball	Ν
KIN-A71	Women's Sand Volleyball Int/Adv	Ν
KIN-V12	Cross Country, Varsity, Women	Ν
KIN-V01	Cross Country, Varsity, Men	Ν
KIN-V78	Long Distance Running	N

College

The ART courses below are being included in Moreno Valley's inventory as their Art offerings continue to be popular and their Art programs continue to grow.

ART-4	Introduction to Visual Culture	М
ART-10	Modern and Contemporary Art History	М
ART-1H	Honors History of Western Art: Prehistoric, Ancient,	
	Medieval	М
ART-2H	Honors History of Western Art: Renaissance through	
	Contemporary	М
ECO-9H	Honors Economics of Poverty and Discrimination	R
ADJ-200	Work Experience: Administration of Justice	Ν
The courses below an	re being added to Moreno Valley's inventory to expand their	Math offerings.
MAT-90A	Special Topics in Arithmetic: Whole Numbers and	
	Introduction to Fractions	М
MAT-90B	Special Topics in Arithmetic: Fractions and Introduction	
	to Decimals	М
MAT-90C	Special Topics in Arithmetic: Decimals	М
MAT-90D	Special Topics: Integers and Introduction to Variables	М
MAT-90E	Special Topics in Pre-Algebra: Real Numbers and an	
	Introduction to Algebra	М
MAT-90F	Special Topics in Pre-Algebra Expressions and Equations	М

#### **3. Major Course Modifications** *Course* Title

College

The course below was previously known only as HES-1, Health Science. As part of the Biology program review it was decided to also designate the course as BIO-35. The two designations

will be cross-listed courses and faculty in both Biology and Health Science will teach the curriculum.

BIO-35/HES-1	Health Science	MNI	R

The course below are being modified with updated texts, SLOs, descriptions and content.

ANT	10		Forensic Anthropology	NR
ANT	2		Cultural Anthropology	MNR
ANT	3		Prehistoric Cultures	MNR
ANT	6		Introduction to Archaeology	MNR
ANT	7		Anthropology of Religion	MNR
ANT	8		Language and Culture	MNR
BIO	1H		Honors General Biology	MNR
BUS	3		Computer Applications for Business	MNR
BUS	72		Quantitative Methods for Business	R
CAT	1A		Business Etiquette	MNR
CAT	3		Computer Applications for Business	MNR
CAT	31		Business Communication Fundamentals	MNR
CAT	34A		Introduction to Word	R
CAT	50		Beginning Computer Keyboarding	MR
CAT	53		Keyboarding Fundamentals	MR
CAT	55		Applied Accounting/Bookkeeping	MR
CAT	61		Professional Office Procedures	MR
CAT	62		Records Management	MR
CAT	65		Introduction to Microsoft PowerPoint	MNR
CAT/0	CIS	78A	Introduction to Adobe Photoshop	MNR

CAT/	CIS	78B	Advanced Adobe Photoshop	MR
CAT/	CIS	79	Introduction to Adobe Illustrator	MNR
CAT/	CIS	80	Word Processing: Microsoft Word for Windows	MNR
CAT/	CIS	81	Introduction to Desktop Publishing using Adobe InDesign	MR
CAT/	CIS	84	Word Processing: WordPerfect for Windows	R
CAT/	CIS	98A	Introduction to Excel	MNR
CAT/	CIS	98B	Advanced Excel	MNR
CIS/C	SC	11	Computer Architecture and Organization: Assembly	MR/MNR
CIS	17B		C++ Programming: Advanced Objects	MNR
CIS	17C		C++ Programming: Data Structures	MNR
CIS	18A		Java Programming: Objects	MNR
CIS	18B		Java Programming: Advanced Objects	MNR
CIS	18C		Java Programming: Data Structures	MNR
CIS	2		Fundamentals of Systems Analysis	MNR
CIS	20		Systems Analysis and Design	MR
CIS	21		Introduction to Operating Systems	MNR
CIS	25		Information and Communication Technology Essentials	R
CIS	26D		Cisco Networking Academy 1D	R
CIS	3		Computer Applications for Business	MNR
CIS	34A		Introduction to Word	R
CIS	65		Introduction to Microsoft PowerPoint	MNR
CAT/	CIS	91	Microsoft Project	R
CMI	82		Intermediate Legal Interpreting	М
CSC	11		Computer Architecture and Organization: Assembly	NR

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CSC	12	PHP Dynamic Web Site Programming	NR
CSC	14A	Web Programming: JavaScript	NR
CSC	17A	Programming Concepts and Methodology II: C++	NR
CSC	17B	C++ Programming: Advanced Objects	R
CSC	17C	C++ Programming: Data Structures	R
CSC	18A	Java Programming: Objects	NR
CSC	18B	Java Programming: Advanced Objects	R
CSC	18C	Java Programming: Data Structures	R
CSC	2	Fundamentals of Systems Analysis	NR
CSC	20	Systems Analysis and Design	R
CSC	21	Introduction to Operating Systems	R
CSC	25	Information and Communication Technology Essentials	R
CSC	5	Programming Concepts and Methodology I:C++	MNR
CSC	7	Discrete Structures	NR
DAN	D60	Musical Theater Dance	R
ENG	80	Preparatory Composition	MNR
GEO	1B	Historical Geology	R
JOU	12	Photojournalism	R
KIN	26	Foundations of Coaching	R
KIN	33	Baseball Theory	R
KIN	4	Nutrition	MNR
KIN			-
	43	Introduction to Personal Training	R
KIN	43 45	Introduction to Personal Training Group Fitness Instructor	R R

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KIN	V95	Out-Of-Season Sport Conditioning	MNR
MAG	72	Quantitative Methods for Business	R
MUS	39	Applied Music I	NR
PHI	19	Native American Thought	NR
PHO	14	Lighting for Portraiture and Still Life	R
PHO	18	Photographic Editing and Printing	R
PSY	1	General Psychology	MNR
PSY	1H	Honors General Psychology	MNR
PSY	50	Research Methods in Psychology	MNR
PSY	8	Social Psychology	MNR
REA	86	Reading Strategies for Textbooks	MNR
RLE	86	Escrow Procedures I	MR

#### 4. Course Exclusions

Course	Title	College
Norco College	no longer plans to offer the courses below.	
MAT-4	Finite Mathematics	Ν
MUS-77	Guitar Ensemble	Ν
5. Course	e Deletions	
Course	Title	College

College's in the district no longer plan to offer the courses below. Most of the curriculum has been replaced by updated, reorganized courses in FIT – Fire Technology and EMS – Emergency Medical Services.

KIN 8	Triathlon Techniques	R
FIT-14	Wildland Fire Control	Μ

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FIT-6	Fire Apparatus and Equipment	Μ
FIT-8	Strategies and Tactics	Μ
FIT-9	Fire Ground Hydraulics	Μ
FIT-A1A	Fire Investigation 1A	Μ
FIT-C1A	Command 1A, Command Principals for Command Offers.	Μ
FIT-C1B	Command 1B: Command Operations for the Company Off	. M
FIT-C2D	Command 2D Planning for Large Scale Disasters	Μ
FIT-C2E	Fire Command 2E, Wildland Firefighting Tactics	Μ
FIT-C40	Advanced Incident Command System (I-400)	Μ
FIT-P1	Fire Prevention 1: Fire and Live Safety Inspections	Μ
FIT-T1A	Training Instructor 1A	Μ
FIT-T1B	Training Instructor 1B	Μ
FIT-T1C	Training Instructor 1C	Μ

The PHT (Physician Assistant) courses below are being deleted because the Physician's Assistant program is no longer being offered.

PHT-1	Applied Clinical Skills 1	М
PHT-10	Clinical Nutrition	Μ
PHT-11	Internal Medicine I	М
PHT-12	Internal Medicine II	М
PHT-14	Surgery II Orthopedics	М
PHT-15	Pediatrics	М
PHT-16	Women's Health (Obstetrics/Gynecology)	М
PHT-17	Family Practice	М
PHT-18	Psychiatry/Mental Health	М

PHT-19	Emergency Medicine		Μ
PHT-20	Medical Genetics		Μ
PHT-21A	Neurosurgery Clerkship		Μ
PHT-21B	Advanced Mental Health Clerkship		Μ
PHT-21C	Advanced Geriatrics Clerkship		Μ
PHT-21D	Hospitalist Medicine Clerkship		Μ
PHT-22A	Clinical Anatomy, Physiology, and Pathophysiology	у	Μ
PHT-22B	Clinical Anatomy, Physiology, and Pathophysiology	у	Μ
PHT-3	History and Physical Assessment I		Μ
PHT-4	Applied Clinical Skills II		Μ
PHT-5	Medicine Science II		Μ
PHT-6	History and Physical Assessment II	М	
PHT-7	Medical Pharmacology	М	
PHT-8	Applied Clinic Sills III	М	
PHT-9	Medicine Science III	М	
WKX-DEN	Work Experience: Dental Technology	М	

### 6. New Programs Proposed for State Approval

Туре	Title	College
AD-T	Kinesiology	R
AD-T	Economics	R
AD-T	Biology	R

#### 7. Program Modifications

Type Title

The program below is being modified to allow PSY-48/SOC-48, Statistics for the Behavioral Sciences, as an alternative to the required course MAT-12/12H, Statistics.

AD-T Psychology **MNR** 

The program below is being updated to add the cross-listed partners of two required courses, and the cross-listed partner of one elective course.

Certificate **Digital Electronics** 

The Conventional Machine Operator certificate is being modified to remove two required courses: MAN-38, General Machine Shop, and MAN-39, Machine Shop Theory, and add MAN-36, General Machine Shop and Theory of Machining. The required units for completion remain the same.

Certificate **Conventional Machine Operator** 

The program below is being modified to remove MAN-38, General Machine Shop, from the required courses and replace it with MAN-36, General Machine Shop and Theory of Machining. The required units for completion remain the same.

Certificate **Computer Numerical Control Operator** Ν

Ν

College

Ν



### Agenda Item (IV-D-1)

Meeting	4/3/2018 - Committee
Agenda Item	Committee - Resources (IV-D-1)
Subject	Selection of Follett Higher Education Group, Inc. to provide Bookstore Operation Services for Moreno Valley College, Norco College and Riverside City College
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees authorize the selection of Follett Higher Education Group, Inc. to provide Bookstore Operation Services for Riverside City College, Norco College and Moreno Valley College.

#### **Background Narrative:**

Staff engaged in a Request for Proposal (RFP) process for the purpose of selecting a provider of bookstore operation services for Riverside City College, Norco College and Moreno Valley College. RFP's were provided to two (2) vendors and an advertisement was published on April 20, 2017 in the Press-Enterprise.

Proposals were received from Barnes & Noble College Booksellers, LLC and Follett Higher Education Group, Inc. A request was made to the colleges to appoint representatives to form a contract review committee to evaluate the proposals. The committee included District and College representatives comprised of the following members:

- Majd Askar Director Business Services District
- Melissa Elwood Controller District
- Patrick Pyle General Counsel District
- Melissa Griffith Purchasing Specialist District
- Rolando Regino Director, Distance Education District
- Chip West Interim, VP of Business Services RCC
- Susan Mills VP, Planning & Development RCC
- Mark Sellick Assoc. Professor, Political Science RCC
- Micherri Wiggs Assoc. Professor, Communication Studies RCC
- FeRita Carter VP, Student Services RCC
- Paul O'Connell Asst. Professor, CTE, Auto Tech RCC
- Cheryl Ruzak Director, Food Services RCC
- Sherrie DiSalvio Financial & Technical Analyst RCC
- James Reeves Interim VP, Business Services NC
- Jan Muto Assoc. Professor, Community Studies NC
- Odili Barrios Assist. Manger, Food Service NC
- Nathanial Jones –VP, Business Services -MVC
- David Bobbitt Financial & Technical Analyst MVC
- Julie Hlebasko Asst. Manager, Food Services MVC
- Frankie Moore Coordinator, Student Activities MVC
- Jeanette Hazelwood Student Trustee

Proposals were evaluated through meetings and email correspondence. Each proposal was evaluated based on criteria consisting of: the ability to provide required services; pricing; book buyback program; refund policies; compensation; facility renovation; and overall quality of the proposal. Initially, the committee concluded that the cost proposals were economically comparable and that continuity of services to students and faculty was the key determining factor in selecting the bookstore operations provider. As such, a recommendation to award Barnes & Noble College Booksellers, LLC. was submitted to the Resources Committee on January 9, 2018 for Board of Trustees' consideration. At that time, it was noted that outstanding items pertaining to the Learning Management

System (LMS) and Online Educational Resources (OER) were still being negotiated. Subsequently, the contract review committee and Barnes & Noble College Booksellers, LLC, were unable to come to an agreement.

Negotiations were then initiated with Follett Higher Education Group, Inc. and, ultimately, they agreed to the District's terms and conditions. Based on the negotiations, the Contract Review Committee, recommends Follett Higher Education Group, Inc. to provide bookstore operation services for Riverside City College, Norco College and Moreno Valley College for a contract term of five (5) years, beginning May 1, 2018 through April 30, 2023.

In exchange for the right to be the exclusive vendor of bookstore services, Follett Higher Education Group, Inc. guarantees the following:

• First Year of Contract - 14.5% of all gross sales up to \$7,000,000 plus 15.25% of any part of Gross sales over \$7,000,000, but less than \$10,000,000; plus 16.25% of any part of gross sales over \$10,000,000, OR guaranteed amount of \$850,000, whichever is greater

• Each Subsequent Year 14.5% of all gross sales up to \$7,000,000 plus 15.25% of any part of gross sales over \$7,000,000, but less than \$10,000,000; plus 16.25% of any part of gross sales over \$10,000,000 OR guaranteed amount that is equal to 90% of the calculated sales commission of the immediately preceding year, whichever is greater

• One-time signing bonus of \$250,000 with implementation of ConnectOnce

- \$89,000 for the installation of the JDA/Windows DSS point-of-sale and store management systems
- A total of \$60,000 to Riverside Community College District for college store enhancements and improvements

• A total of \$350,000 towards the College Promise Program at Riverside City College & Moreno Valley College, and the Dual Enrollment Program at Norco College or for other programs at the discretion of the institution

• \$5,000 annually in textbook scholarships for each full contract year

Follett Higher Education Group, Inc. will sell textbooks as follows:

• New textbooks at no greater than the publisher's list price or a 25% margin

- Used textbooks will be sold at 75% less than the new selling price
- eTextbooks are priced up to 60% off new print book selling price

• Rentals on new books will rent between 30-80% off and used books between 30-80% off. Students will have the option to buy rentals at the end of the term at discounted prices

• Course packs and custom products priced at up to a 30% gross margin

• Trade books, paperbacks, technical and reference books will be sold at publishers' list prices.

• School supplies and other merchandise will be priced at or below manufacturers' suggested retail prices or locally competitive prices

• Price Match Program which ensures that students get the best prices available on their course materials by providing price matching on textbooks advertised or offered from local brick-and-mortar bookstores or online retailers (i.e. Amazon)

• Guarantee in stock availability and if out of stock, the student will receive a \$20.00 gift card

• Buyback Program , which allows students to sell unwanted textbooks back to the bookstores for up to 50% cash back off the textbook purchase price

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Majd Askar, Director of Business Services

Nathaniel Jones, Vice President, Business Services (MVC) Raymond West, Interim, Vice President, Business Services

James Reeves, Interim Vice President, Business Services

#### **Attachments:**

04032018\_District-wide Bookstore Services Presentation 04032018\_Follett Higher Education Group, Inc. Agreement

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# DISTRICT-WIDE BOOKSTORE SERVICES

Current Contract Term: December 1, 2012 -November 30, 2017 extended to June 30, 2018

# Contract Review Committee

- Majd Askar Director Business Services District
- Melissa Elwood Controller District
- Patrick Pyle General Counsel District
- Melissa Griffith Purchasing Specialist District
- Rolando Regino Director, Distance Education District
- Chip West Interim, VP of Business Services RCC
- Susan Mills VP, Planning & Development RCC
- Mark Sellick Assoc. Professor, Political Science RCC
- Micherri Wiggs Assoc. Professor, Communication Studies RCC
- ▶ FeRita Carter VP, Student Services RCC
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- Cheryl Ruzak Director, Food Services RCC
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- ▶ Nathanial Jones -VP, Business Services -MVC
- David Bobbitt Financial & Technical Analyst MVC
- Julie Hlebasko Asst. Manager, Food Services MVC
- Frankie Moore Coordinator, Student Activities MVC
- Jeanette Hazelwood Student Trustee

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## **Request for Proposal Timeline**

- Committee Review/Edits RFP
- Ad #1
- Conference
- Bidder questions
- Due Date
- ► Committee RFP Review
- Contract Negotiations

2/13/2017, 2/27/2017, 4/18/2017 4/20/2017 4/27/2017 5/10/2017 5/24/2017 9/28/2017 9/28/2017 - 3/20/18

Backup April 03, 2018 Page 4 of 6

# Committee Assessment

- Two Proposals received Barnes & Noble College (B&N) and Follett Higher Education Group, Inc. (Follett)
- Cost proposals were economically comparable
- B&N provided continuity of services
- Initial Recommendation award B&N at 1/9/18 Resources Committee Meeting

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## Committee Assessment (cont.)

- Contingent on finalizing pending Terms and Conditions
- Unable to resolve LMS and OER
- Began negotiations with Follett Higher Education Group, Inc.
- Mutual agreement was reached
- Textbook pricing structure remains the same

Backup April 03, 2018 Page 6 of 6



Agreement for Bookstore Services between Riverside Community College District and Follett Higher Education Group, Inc.

#### 1. Engagement of Bookstore Operations:

Riverside Community College District hereby engages Follett Higher Education Group, Inc. ("Follett") to operate and provide services for the bookstore of Riverside Community College District (the "Bookstore") on the terms and subject to the conditions set forth herein, and Follett hereby accepts such engagement. The parties agree that the persistence and retention of students is in the best interest of students, the District and Follett.

#### 2. Term, Amendment and Notices:

This agreement shall govern the relationship between Riverside Community College District and Follett with regard to the Bookstore for the period May 1, 2018 through April 30, 2023.

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to the following individuals by certified mail:

Aaron S. Brown, Vice Chancellor, Business and Financial Services Riverside Community College District 3801 Market Street Riverside, CA 92501

and

Clay Wahl, President, Follett Higher Education Group, 3 Westbrook Corporate Center Suite 200 Westchester, Illinois 60154.

With a copy to: Follett Corporation 3 Westbrook Corporate Center, Suite 200 Westchester, Illinois 60154 Attn: General Counsel

Riverside Community College District and Follett shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.

### 3. Riverside Community College District Shall Provide to Follett at Riverside Community College District's Expense:

- a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- b) Office equipment (including computer equipment and safes), furniture and fixtures, file cabinets, telephone equipment and wiring, telephone service (including campus telephones and campus telephone service), and office machines currently available for Bookstore use.
- c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located, as well as mechanical and HVAC systems; provided, however, that Follett shall be responsible for any and all repairs and construction covered by the insurance policies required by this Agreement or otherwise required as a result of the acts or omissions of Follett or its officials, officers, employees and agents, in which case the cost of repairs shall be paid by Follett. Such repairs will be made, as the District decides in its sole discretion, either by the District or by an independent contractor, and the District shall invoice Follett. Such invoice shall be paid to the District along with Follett's next normal payment to the District. In making repairs, the District will avoid jeopardizing Follett's business operations to the extent feasible, but Follett understands, acknowledges and agrees that some inconvenience and disruption will occur, and Follett will hold the District free and harmless from any and all claims, causes of action, injuries, costs or other damages of any kind associated with such inconveniences or disruptions.
- d) Trash removal, and extermination services for the Bookstore.
- e) All debit or credit card or other financial services made available by Riverside Community College District to its students. Payments for charge sales will be guaranteed by the District and are payable within 30 days of invoice.
- f) The placement of an electronic link to the Bookstore's web site on College home pages.

#### 4. Environmental Matters:

To the best of its knowledge, Riverside Community College District is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. Riverside Community College District shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Follett, and notifying accordingly.

#### 5. Follett Shall Provide to Riverside Community College District at Follett's Expense:

All operating expenses of the Bookstore including those related to:

- a) Employees, including payroll and payroll system costs, training, and employee benefits.
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property or municipal taxes on the Bookstore.
- c) Office equipment maintenance and repair.
- d) General custodial services. Follett must maintain good, standard housekeeping practices relative to store front windows and other glass, sweeping, dusting, disposal of trash and the keeping of aisles free of obstacles. Material Safety Data Sheets (MSDS) for any chemicals used or stored within the Bookstore Facilities must be submitted to the College Facilities Manager on or before the first date they are brought onto the campus. A master set of MSDS shall be maintained in the Facilities Office. Additional, MSDS information shall be posted where chemicals are stored and/or used.

- e) Loss prevention services.
- f) Long distance telephone services, through a vendor selected by Follett.

#### 6. Insurance:

Follett shall procure at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of Riverside Community College District, Follett shall obtain and deliver certificates evidencing such insurance from its insurers. Follett shall save Riverside Community College District harmless from claims which may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this contract or injuries or death caused by Follett vehicles on the Bookstore premises, except for claims caused by Riverside Community College District or any of its employees, agents or representatives, for which Riverside Community College District shall save Follett harmless.

Original Certificates of Insurance, with the required endorsement, shall be delivered to the District Risk Management department within 30 days of signing this document.

Follett insurance policies for the Bookstore shall name Riverside Community College District as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the insured. These policies shall be primary and noncontributing with any insurance carried by Riverside Community College District.

#### 7. Compliance with all Laws:

Follett shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

#### 8. Non-Discrimination

Follett shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Follett understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

#### 9. Management and Staff:

Follett shall staff the Bookstore with experienced and qualified managerial and clerical personnel. During peak "rush" periods, Follett shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

 a) Riverside Community College District Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Follett and Riverside Community College District.
 Follett will comply with written requests by Riverside Community College District to remove or reassign store personnel, including Bookstore managers, for good cause.

#### 10. Staff Relations, Wages, and Benefits:

Follett shall be responsible for the wages and benefits of all of its employees at the Bookstore. Follett has the right to set its own wages and benefits. Follett will employ students of Riverside Community College District at the Bookstore whenever reasonably possible.

#### **11.** Calendar of Operating Hours:

Follett shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official Riverside Community College District calendar and in mutual agreement with Riverside Community College District in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

#### **12.** Book Orders and Deadlines:

Follett shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring semester.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall semester.

Instructional materials, including textbooks and course packs, will be made available for all courses requesting such not later than the first day of class each semester, provided the deadlines for ordering such material are met.

Instructional materials shall be made available in quantities equal to course capacities, or in quantities to be mutually agreed-upon by the parties based upon historical course sell-through figures.

Follett will guarantee and provide the number of textbooks required when the textbook adoption is received at least 30 business days before the start of classes and there are no issues outside Follett's control, such as out-of-print titles, over-enrollments, added sections, foreign titles, etc. Should this guarantee not be met for causes within their control, Follett will provide each student affected by an out-of-stock issue a \$20 campus bookstore gift card. Additional textbooks will be provided by 2nd day air at Follett's sole expense when the out-of-stock situation was within their control. This out-of-stock policy will be advertised at the store.

Follett shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. Riverside Community College District shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

#### 13. Evaluation:

An annual performance evaluation will be conducted each year by the parties to review agreed-upon key performance indicators. The ability to meet the demand for course materials will be considered a key performance indicator for Bookstore operations and included as part of this annual assessment. A critical outcome of the annual performance review will be a recommendation to continue the agreement each year to the conclusion of the five-year agreement, or to seek additional proposals to provide Bookstore services.

#### 14. Services Expected:

Follett shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

- a) The Bookstore shall be Riverside Community College District's exclusive on-campus and off-campus, online/eCommerce and distance education seller of all required, recommended or suggested course materials and supplies, including books, course packs, custom publishing, computer software, textbook rentals, and materials published or distributed electronically. Riverside Community College District shall not contract with any third party to provide any services outlined herein, whether on-campus or off-campus, through eCommerce sites, hyperlinks to alternative sources or otherwise endorsed or supported by Riverside Community College District. It is understood that faculty have the academic freedom to choose course materials which the bookstore may not be a participant in. This Section 14a does not prohibit OER course materials and occasional sales by student groups or student government organizations that do not materially impact Store sales.
- b) The Bookstore will accept campus debit card and approved financial aid transactions. Payments for charge sales will be guaranteed by Riverside Community College District and are payable within 30 days of invoice date.
- c) The Bookstore shall also be Riverside Community College District's exclusive "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a Riverside Community College District emblem, logo, insignia or other identifying mark.
- d) Riverside Community College District acknowledges and agrees any attempt to circumvent Follett by entering into an agreement, partnership, joint venture, memorandum of understanding, or any other verbal or written arrangement with a third party could materially and detrimentally impact the revenue stream of this agreement and the assumptions and circumstances on which this agreement is based. In such event, the guarantee shall be eliminated immediately and the parties agree to discuss the renegotiation of the financial terms of the agreement.
- e) Follett will have first right of refusal for other retailers that would directly compete with the Follett academic retailing program.
- f) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- g) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries; provided, however, that the stocking and sale of food or drink products by Follett which directly competes with the District's provision of food services or its separate contract(s) for beverage and snack vending machine service for students, staff, and visitors shall be approved in writing by the District in advance. The vending services include hot and cold drinks, fruit juices, snack food items and some cold food items such as sandwiches. Any dispute

regarding food or drink sales through the Bookstores shall be arbitrated by the District's representative whose decision shall be final.

- h) Follett will provide custom publishing services for Riverside Community College District. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- i) Follett shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
- j) Follett shall provide charge sales for supplies for Riverside Community College District departments and offices. Payments for such charge sales shall be guaranteed by Riverside Community College District and payable within 30 days.
- k) Follett will allow full-time faculty and staff of Riverside Community College District a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- Follett will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- m) A 10% discount will be extended to ASB Card Holders on emblematic clothing and gift purchases.
- n) If Riverside Community College District accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if Riverside Community College District permits tabling or other third-party promotional activities at any event sponsored by Riverside Community College District or located on the Riverside Community College District campus, Riverside Community College District agrees that:
  - (1) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities;
  - (2) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such tabling or other promotional activities; and
  - (3) Under the Freedom of Speech laws, Follett understands that Riverside Community College District must allow used book sellers on District premises for the purpose of marketing used books. Said marketing will not involve the actual sale of any used books on District property, but it will include the distribution of flyers, pamphlets or other marketing materials to the students in each College's designated free speech/public forum areas.

#### 15. Booklist:

In the course of providing the services contracted for in this contract, Follett collects certain information from the faculty on its Course Book Information forms. Follett also creates a computer database containing, among other things, course book information. These forms and the database are Follett proprietary information, created at substantial cost and expense to Follett and used in connection with its business, the retail sale of textbooks.

Should Riverside Community College District require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Riverside Community College District understands that it will be responsible for collecting that information from the faculty.

Subject to the "exclusive campus bookseller provision" set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

#### 16. Used Book Purchase and Resale:

Follett shall buy books from Riverside Community College District faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at Riverside Community College District the following semester: 50% of the customer's purchase price (provided the book is a good used copy) until the Bookstore has filled its quota rounded to the nearest quarter.
- b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used books in good condition will be sold by Follett not more than 75% of the new textbook selling prices rounded up to the next quarter.

#### 17. Refunds and Exchanges:

Follett shall offer refunds and exchanges as follows:

a) Textbooks

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within 30 days of the first day of classes, textbooks will be refunded with an original receipt and with a valid proof of add/drop.

b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If without a receipt, a store credit will be issued at the current selling price.

Refunds or Exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books, activated eBooks, custom course materials, outlines, study guides, school guides, magazines

and prepaid cards.

#### **18. Policy Posting:**

Follett shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, and exchanges.

#### 19. Repurchase of Inventory (On hand):

Riverside Community College District shall repurchase, or require a successor contractor to purchase, Follett inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Follett.

Should school change logo or contracted athletic apparel provider/licensee, school will either give Follett six months' written notice or will allow Follett to automatically deduct from commissions due the cost of unsold emblematic merchandise.

#### 20. Repurchase of Inventory (Outstanding rentals):

In the event of cancellation of this Agreement, Riverside Community College District shall purchase, or require a successor contractor to purchase, Follett rental inventory outstanding at the time of the transition, at the buyback value.

#### 21. Sales Markup Basis:

Follett represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of freight surcharges, plus cost of publisher handling rounded to the nearest quarter. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price
- b) Used textbooks will be sold at 75% less than the new selling price. Select used titles will be further discounted through the Flex Used Pricing program to give students additional savings options by taking advantage of Follett's rental returns inventory.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies as well as single use products will be priced at up to a 30% gross margin.
- d) Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price. New books will typically rent between 30-80% off and used books between 30-80% off. Students will have the option to buy rentals at the end of the term at discounted prices.
- e) eTextbooks are priced up to 60% off the new print book selling price. On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
- f) Trade books, paperbacks, technical and reference books will be sold at publishers' list prices.
- g) School supplies and other merchandise will be priced at or below manufacturers' suggested retail prices or locally competitive prices.

h) The Price Match Program provides for price matching on textbooks advertised or offered from a local brick and mortar bookstore or online retailer (such as Amazon or bn.com), but excludes online marketplaces like "other sellers" on Amazon and bn.com, as well as peer-to-peer pricing. Under the Price Match Program, price matching will continue to be honored through the first week of classes allowing students to shop online early and buy with confidence. For any student that comes in after the first week of classes, Follett will continue to do a price match on that same day. Any price difference will be offered in the form of a discount on the course materials or a gift card. The Price Match Program includes purchase (used and new) and rental pricing, provided the rental term period is comparable. Other conditions to this program include: (1) the textbook must be in stock and available for immediate shipment at the local competitor or online retailer at the time of the price match request; (2) additional membership discounts and offers cannot be applied to the refund; (3) the price advertised must be for the exact book, edition and format, including all accompanying materials like workbooks and CDs, offered at the Bookstore; (4) the original receipt must be provided to show if the textbook was rented or purchased, along with the price; (5) digital titles, access codes and special orders are excluded; (6) price matching applies to items of the same condition and type; and (7) there is one price match per title.

Follett shall, upon request, provide proof of conformity to pricing policies as specified herein.

#### 22. Guaranteed Payment / Percentage of Sales:

On an annualized basis, Follett will pay Riverside Community College District the following guaranteed payment or the applicable percentage of gross sales at the Bookstore, whichever is greater.

Contract Year Guaranteed Amount Year 1 \$850,000

Follett will provide a guaranteed amount in all future years of this agreement that will be an amount equal to 90% of the calculated sales commission on gross sales of the immediately preceding year.

Or:

Follett, in any contract period that is less than a complete year; the payments shall be based on the percentage of gross sales at the Bookstore.

14.25% of all Gross Sales up to \$7,000,000; plus

15.25% of any part of Gross Sales over \$7,000,000, but less than \$10,000,000; plus

16.25% of any part of Gross Sales over \$10,000,000.

7.0% on digital textbooks

Because our revenue estimates have consistently proven accurate, we will pay you a Guaranteed Annual Income of **\$850,000** in the first year.

(Gross sales shall be defined as all collected sales at the Bookstore, including textbook rentals and all sales from Bookstore websites, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted faculty/staff sales, pass-through income, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable. When Follett sells digital contact as an agent, Follett agency fee shall be the applicable gross sales for such digital content, and such agency fee shall

be included as part of gross sales.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment (i.e., decrease 5% or more), public legislation, other conflicting campus agreements, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Follett, Riverside Community College District agrees to negotiate in good faith with Follett an appropriate reduction in the payments set forth above.

During any period of major construction when the Bookstore is meaningfully disrupted by construction, Follett shall pay the school according to the percentage formula only.

#### 23. Payment Schedule:

Applicable guaranteed payments as set forth above hereof shall be made monthly by Follett to Riverside Community College District and shall be paid within thirty (30) days after the close of the month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Follett shall furnish supporting documentation to Riverside Community College District upon request.

#### 24. Promise Program

Follett will provide a onetime payment of **\$350,000** to support programs like the College Promise Program at Riverside City College and Moreno Valley College and the Dual Enrollment Program at Norco College. These funds can be used for other programs at the discretion of the institution. Follett will amortize this investment on a straight-line basis over the 5-year period of this agreement. Should Riverside Community College District cancel or fail to renew this agreement before the end of that period, then Riverside Community College District shall reimburse Follett for any amount of the investment not yet amortized.

#### 25. Library Book Donation

Follett will provide to the District \$5,000 with which to provide textbooks for the fall and spring semester.

#### 26. Unrestricted District Foundation Donation:

Follett will annually donate to the District Foundation to show support for District events.

#### 27. Signing Bonus:

Follett will make a **\$250,000** one-time payment within 180 days of the successful implementation of the ConnectOnce integration. This payment will be subject to amortization and repayment in accordance with the contract. Follett will amortize this investment on a straight-line basis over the 5-year period of this agreement. Should Riverside Community College District cancel or fail to renew this agreement before the end of that period, then Riverside Community College District shall reimburse Follett for any amount of the investment not yet amortized.

#### 28. Renovations:

Follett will spend up to \$60,000 for touch-ups, enhancements and improvements to the Bookstore.

Follett will amortize this investment on a straight-line basis over the 5-year period of this agreement. Should Riverside Community College District cancel or fail to renew this agreement before the end of that period, then Riverside Community College District shall reimburse Follett for any amount of the investment not yet amortized. No modifications, renovations or improvements shall be made to the existing Bookstores facilities, nor shall additional partitions or fixtures be installed in said facilities, without the prior written consent of the District. Any modification, renovation or improvement made pursuant to or during the term of this Agreement shall become the property of the District upon termination or expiration of the Agreement, and Follett shall not be entitled to any reimbursement or compensation of any kind for the cost or expense thereof. If possible, all modifications, renovations or improvements made during the term of this Agreement shall be made at a time during the school year that is mutually convenient to both parties.

#### **29.** Final Approval of Renovations:

In order to provide the best possible service for Riverside Community College District's students, faculty and other customers, final approval and necessary alterations of any Bookstore plans will be granted to Follett to ensure they meet with Follett minimum operational and retailing standards.

#### 30. Force Majeure:

Follett and Riverside Community College District shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, reasonably unforeseeable weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.

#### 31. Access to Point of Sale (POS) Financial and Accounting Information:

Riverside Community College District shall be provided access, with sufficient notice, to the Bookstore accounting records. This may include sales information captured by the POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

- a) Transaction number controls with further security level restrictions by cashier type.
- b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.
- c) Display window for customer viewing.

#### 32. Benefit and Binding Effect:

This agreement shall be binding upon and shall inure to the benefit of Riverside Community College District and Follett and their successors and assigns.

#### **33.** Headings; Interpretation:

The headings used in this agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

When used in this agreement Riverside Community College District includes all segments of the institution including all alumni, athletic and academic departments.

#### 34. Severability:

The presence in the text of this agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this agreement. The effect of any such holding shall be confined to the portion so held invalid.

#### 35. Confidentiality:

Each party agrees that the financial and other terms of this agreement shall be kept confidential and such terms may be disclosed to a third party only as required by law, including any public record disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this agreement.

#### 36. Records

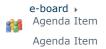
- a) Auditable Records. Follett shall maintain complete and accurate account books and records in connection with its performance of the Agreement as may be reasonably required by the District, including adequate cash register detail to support reports of gross sales and those related to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Such books and records shall be available locally or be made readily accessible with reasonable notice. Follett shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. Follett shall, at any reasonable time during the term of this Agreement, and for two (2) years following its termination or expiration, allow access for this examination and audit of its records pertaining to the performance of the Agreement, and shall, upon request by the District, produce and exhibit all such records.
- b) Purchasing Records. The District shall have complete access to the purchasing records of Follett in order to evaluate the quality and quantity of the merchandise supplied.
- c) Separate Records. Follett shall maintain separate bookkeeping records for its operations at each College.
- d) Monthly Financials. Follett shall prepare and maintain a monthly financial report of operations in a form acceptable to the District, and shall provide such report to the District within thirty (30) days after the end of that month. The monthly report should be sufficient detailed as to show: College location; gross sales for the reported month and year-to-date category; exclusions from gross sales for the reported month and year-to-date by category; net sales for the reported month and year-to-date by category; totals for the primary location for the reported month and year-to-date; totals for all locations for the reported month and year-to-date; and cumulative agreement year-to-date information. Two (2) copies of the monthly report shall be submitted one to the Vice Chancellor, Business and Financial Services and one to the District's representative.
- e) Daily Records. The District shall have access to daily sales and deposit records upon request.
- f) Audited Statements. Follett shall provide an annual operating statement, showing the amount of the annual gross sales, as herein defined, together with credit and allowance accounts for the preceding fiscal year. Follett shall provide the audited statements to the District within ninety (90) days after the end of its fiscal year.

g) Book Sales. Follett shall maintain statistics on used book sales. Upon request, Follett shall submit to the District a report showing the percentage breakdown by College of new book sales and used book sales for the preceding semester, as well as a comparison of these results with the two (2) preceding academic years. While the District may make its request at any time, either before or after the end of any semester, Follett shall have a reasonable time following the end of the reported semester to prepare the report; provided, however, this time shall in no event be longer than forty-five (45) days following completion of the reported semester.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

Riverside Community College District

By:	
by.	
Name:	Aaron S. Brown
Title:	Vice Chancellor, Business and Financial Services
Date:	
Follett I	Higher Education Group, Inc.
Ву:	
Name:	Clay Wahl
Title:	President
Date:	



### Agenda Item (V-A)

Meeting	4/3/2018 - Committee
Agenda Item	Other Business (V-A)
Subject	California Community College Trustees (CCCT) Board of Directors Election - 2018
College/District	District
Funding	
Recommended Action	Recommend that the Board of Trustees vote to fill the five vacancies on the CCCT Board.

#### **Background Narrative:**

The election of the members of the CCCT Board of Directors takes place between March 10 and April 25, 2018. There are five seats up for re-election on the board. All those nominated for election are listed on the attachment for your consideration.

Prepared By: Wolde-Ab Isaac, Chancellor Heidi Gonsier, Executive Administrative Assistant

#### **Attachments:**

2018 CCCT Board Nominations



DATE:	February 27, 2018
TO:	California Community College Trustees
	California Community College District Chancellors/Superintendents
FROM:	Agnes Lupa, Member Resources Associate
SUBJECT:	CCCT BOARD ELECTION — 2018

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are five (5) seats up for reelection on the board, with three incumbents running and two vacancies due to the three-term limit.

Each community college district governing board shall have one vote for each of the five seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The five candidates who receive the most votes will serve a three-year term.

The seven trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 9, 2018. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and
- 2) ballot return envelopes must have no identifying information or signatures.

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt.

Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, May 3-6 in Valencia.

If you have any questions on the CCCT board election, please contact Agnes Lupa at the League office at (916) 444-8641.

Attachments:

List of Candidates CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY: Official Ballot and Return Envelope Candidates' Biographic Sketches and Statements

2017 O Street · Sacramento, CA · 95811 · 916 444 8641



### 2018 CCCT BOARD ELECTION CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF FEBRUARY 9, 2018

- 1. \*Ann Ransford, Glendale CCD
- 2. Eric Payne, State Center CCD
- 3. Greg Pensa, Allan Hancock CCD
- 4. Greg Bonaccorsi, Ohlone CCD
- 5. \*Brent Hastey, Yuba CCD
- 6. \*Don Edgar, Sonoma County CCD
- 7. Suzanne Woods, Palo Verde CCD

\* Incumbent



Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Suzanne P. Woods

DATE: 01/31/18

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Guided pathways/implementation and success

Student achievement/completion

Online college/campus/new funding formula

Economic insecurity and financial aid, gaining trust from the community

Transfer concerns/offering a baccalaureate degree at CC

Allocation of scarce resources; Data continuity and integrity

Education attainment/achievement gap

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Training and awareness of the new initiatives and changes that occur throughout

the State would be helpful for new and old board members. In my experiene

board members may not know what faculty, staff, and administrators face

when a new change occurs on the State level and how it affects the college.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

Name:	Suzanne P. Woods	Date: 01/31/2018
Address	180 N. Hickory Road	
City: E		Zip: <u>92225</u>
	760-408-4199	
	(home) Suzzq1969@aol.com	(office)

#### EDUCATION

Certificates/Degrees: Master's Degree in Leadership, Bachelor's Degree in Business Administration, Associate Degree in General Studies

#### PROFESSIONAL EXPERIENCE

Present Occupation: Supervisor of Admissions and Records, Southwestern Community College

Other: Director of Financial Aid and Scholarships, Palo Verde College

Admissions and Records Specialist, Palo Verde College

Admissions and Records Technician I & II, Palo Verde College

#### COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Palo Verde Community College

Years of Service on Local Board: 3 years

Offices and Committee Memberships Held on Local Board: Vice President--2017, President--2018

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc

I have never had the opportunity to serve on CCCT or other organizations, etc.

National Activities (*ACCT and other organizations, boards, committees, etc.*): <u>I have never had</u> the opportunity to serve on ACCT board, committees, etc.

#### CIVIC AND COMMUNITY ACTIVITIES

CSEA Chapter 180 Vice President

CSEA Chapter 180 Treasurer

CSEA Chapter 180 Professional Growth

**OTHER** 

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Donald S. Edgar DATE: 1-11-18

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.) The success of our colleges can be measured by actual positive outcomes by students in job placement and successful transitions to four year universities. Focusing on necessary outcomes of certificate completion and graduation and improving access for all by reducing and eliminating barriers are important for CCCT and the League

What do you feel you can contribute in these areas? (50 words or less: any portion of the statement beyond this limit will not be included.) I can contribute to further develop a culture of sharing and collegiality among the districts and California Universities, especially as to recognizing sharing and exchanging best practices toward strengthening transfer opportunities, certificate training, and enhancing and broader utilization of technology to improve access, contain costs, and increase student success

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

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#### PERSONAL

Name: Donald S. Edgar	Date: January 11, 2018
Address: 408 College Avenue	
<sub>City:</sub> Santa Rosa	Zip: <u>95401</u>
Phone: (707) 799-4090	(office)
E-Mail: don@classattorneys.com	
	chool of Law, Los Angeles, CA Juris Doctor, May 1988 helor of Science, Management Science, May 1981
Santa Rosa Junior College, Santa Rosa, C	
Other: Member, State Bar of California.	Member, Bar of The District of Columbia.
	er, United States Supreme Court Bar Association
Member, Sonoma County Bar Association. Mer	mber Association of Trial Lawyers of America (AA.I)
Member, California Trial Lawyers Associa	inder i lood dialion of their Langelo of this of the
Lawyers Association. Member Consumer	ation (COAC). Member, Sonoma County Trial
COMMUNITY COLLEGE ACTIVITIES	ation (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
COMMUNITY COLLEGE ACTIVITIES	ation (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
COMMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa	ation (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
COMMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine	ation (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
COMMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine Offices and Committee Memberships Held on L	ation (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles a Rosa Junior College

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc\_\_\_\_\_

CCCT Board 2015-2018

National Activities (ACCT and other organizations, boards, committees, etc.):

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#### CIVIC AND COMMUNITY ACTIVITIES

Board Member, Board of Community Services, City of Santa Rosa, 1994-98. Member, Active 20/30 International #50 1989-98 President, Sonoma County Taxpayers' Association 1993. Board Member, Santa Rosa Thursday Night Market Association 1993 Vice President, Santa Rosa Downtown Association, 1993. Board Member, Sonoma County Legal Services Foundation Board Member, Petaluma Fair Board (appointed by Gov. Pete Wilson) 1998-02. Board Member, Sonoma County Teen Court Soccer Coach, Annadel Youth Soccer League, 1999, 2003, 2004. Judge Pro Tem, Sonoma County Superior Court Adjunct Professor, Sonoma State University (Business Law) 1989-91. Board of Directors, Neptune Swimming Diocesan Pastoral Council, Diocese of Santa Rosa 2011-13. Board Member, Sonoma County Bar Association Board of Trustees, Cardinal Newman Highschool 2011/12-2014/15 Terms. Board Finance Committee, Cardinal Newman Highschool 2011/15-2014/15 Terms. Buildings and Grounds Committee, Cardinal Newman Highschool 2011/12-2014/15 Terms OTHER

8.4

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Brent Hastey

DATE: 1/30/2018

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

I pledge to work cooperatively and collaboratively with community college colleagues throughout California to reduce the cost of a college degree, to improve student success rates and to improve access, affordability and services for all. I will also work towards a fuller integration of technology to better serve student needs.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I bring my extensive experience in local government, my working knowledge of the legislative process, and my commitment to maintaining affordability for all California college students. I envision an expanded partnership with K-12 districts, UC, CSU, and the private sector to create clear and open pathways for improved student success.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

Name: Brent Hastey	Date:
Address: 3024 Plumas-Arboga Road	
City: <u>Olivehurst</u>	Zip: <u>95961</u>
Phone: <u>530-741-3223</u> (home)	<u>530-400-1992</u>
E-Mail: bhastey@gmail.com	
EDUCATION	

Certificates/Degrees: AA Yuba College

BS Golden Gate University

#### PROFESSIONAL EXPERIENCE

Present Occupation: Owner of Plumas Lake Self Storage

President, Association of California Water Agencies; Chairman of the Board of the Yuba County Water Agency.

Other: Adjunct Instructor for Central Texas College

#### COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Yuba Community College District

Years of Service on Local Board: 10 years

Offices and Committee Memberships Held on Local Board: Board President 2012 & 2013; Board Vice President, 2011;

Clerk of the Board 2010; Governing Board's Policy and Finance Committee 2013 & 2014;

Board's Audit Committee 2015; Board's Facilities Committee 2016, & 2017

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc Workshop Presenter with YCCD Chancellor Douglas Houston at: (1) 2013 CCLC Trustee

Conference Presentation: New Trustee Orientation; (2) 2013 Rural Community College Alliance Presentation: A Rural

Community College Collaborate; (3) 2014 CCLC Annual Convention Presenter: Trustee Roles in the Accreditation Process;

(4) 2014 ACCJC Cerritos College Accreditation Team; (5) Board Training Sessions for Pasadena City College and El Camino CCD; Member of IEPI Advisory Committee; Current Board Member of CCCT National Activities (ACCT and other organizations, boards, committees, etc.):

#### CIVIC AND COMMUNITY ACTIVITIES

(1) Director of Yuba County Water Agency; (2) Bank of Feather River Director

(3) Public Member of the Yuba County Local Agency Formation Commission (LAFCO)

(4) Yuba Feather Rivers Rotary Club, Past President; (5) Yuba County Board of Supervisors 1993-2001

(6) Sacramento Area Council of Governments, Past Chairperson; (7) Rotary District Governor Designee 2020-2021

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#### OTHER

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S	S NAME:	
	Greg Bonaccorsi	
DATE:	Mannakaranna a saaran araka asaa asaa ay a	
	February 9, 2018	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

It is my position that the League must continue to be a strong advocate for and coordinate its actions with other allied agencies for publicly funded California Community Colleges so that these institutions of higher education can continue to meet the demands of our ever-increasing and diverse student population.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My background as a public school teacher and a life-long public education advocate have prepared me well by providing the context and the connections needed to focus on meeting student needs through the goals of the CCCT Board of the League. Now is the time for action.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

NAME:	Greg Bonaccorsi	DATE:	February 9, 2018
ADDRESS:	P.O. Box 489	CITY & ZIP CODE:	Fremont, 94537
PHONE:	(510) 813-4161	EMAIL: gr	eg4ohlone@yahoo.com

#### EDUCATION

CERTIFICATES/DEGREES: BA in Biology with a Minor in Mathematics (1986) - Humboldt State University

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: 7th/8th Grade Science Teacher - Fremont Unified School District

OTHER: California Teachers Association Board of Directors, National Education Association Board of Directors, IISME Fellow

#### COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District

YEARS OF SERVICE ON LOCAL BOARD: 10 years (2008 - Present)

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Chair, Ohlone CCD Board of Trustees (2014-2015, 2018 - Present) Vice-Chair, Ohlone CCD Board of Trustees (2013-2014, 2016-2017) Member, Ohlone CCD Foundation Board (2013-2015, 2016-Present) Past Member, Ohlone CCD Audit Committee Past Member, Ohlone CCD Policy Sub-Committee Board Representative, Alameda County School Boards Association (2008-Present)

#### STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Elected Director, California Teachers Association (CTA) Board of Directors CTA Governance Documents Committee CTA Policy and Organizational De Legislative Contact to State Senator Weichowski

#### NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Elected Past Director, National Education Association (NEA) Board of Directors Legislative Contact to Rep. Eric Swalwell

#### CIVIC AND COMMUNITY ACTIVITIES

Past Member, Fremont Unified School District Financial Advisory Committee Past Member, Fremont Youth Symphony Board of Directors Member, League of Women Voters for Fremont, Newark, and Union City Member (On Leave), Ohlone Wind Orchestra Member, Tri-Cities Democratic Forum Member, Alameda County Central Labor Council

#### OTHER

Who's Who Among America's Teachers (1995) Member, The Honor Society of Phi Delta Kappa Member, The Honor Society of Phi Kappa Phi

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Greg Pensa

DATE: February 8, 2018

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Affordability and access. Access and affordability through Promise programs will lead to

ensuring students can attend college. Access means getting students not only to an AA,

but also to a bachelor's degree. Expanding the community college baccalaureate should

be a key part of building an educated workforce in California.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My time as an elected trustee and school board member showed me how we, as policy

makers, are able to impact our communities. I have earned the Excellence in Trusteeship designation, a process that has exposed me to the policy initiatives that will expand

access and affordability.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

Name:	Gregory A. Pensa	Date:	February 8, 2018
Address	69 Ironwood Way		
	Solvang, CA	Zip:	93463
Phone:	805-455-1751		
	(tome) gpensa@hancockcollege.edu		(office)
Lo ivian.			

#### EDUCATION

Certificates/Degrees: \_\_\_\_\_A.A. Allan Hancock College, B.A. San Diego State University

#### PROFESSIONAL EXPERIENCE

Present Occupation: \_\_\_\_\_Retired

Other: \_\_\_\_\_Petroleum Marketing and Asset Development Director.

#### COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member:	Allan Hancock College
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Years of Service on Local Board: \_\_\_\_8

Offices and Committee Memberships Held on Local Board:

Two years Board Vice President and three years Board President.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc\_\_\_\_\_

National Activities (ACCT and other organizations, boards, committees, etc.): Attended last three ACCT conferences as voting board member.

Help lead seminar with other colleges on the "Six Student Success Factors".

#### CIVIC AND COMMUNITY ACTIVITIES

Education related;

Excellence in Trusteeship

Solvang School Board Trustee 10 years, passed Mello Roos bond, built 6 classrooms & gym.

Santa Ynez High School, coached JV baseball.

Allan Hancock College Foundation board 9 years, helped pass \$180 million dollar bond.

Santa Barbara County School Boards Association, president elect 2017-18

Education Volunteer of the Year" 2004

#### OTHER

President-Election 2019, Santa Ynez Valley Rotary

"Man of the Year" The Valley Foundation 2013

Indigenous Development Coordinators-Founding Board member & Treasurer NGO in Philippines.

Valley Haven-Senior Day Care Center-Founding Board member.

Friendship House-Alzheimer's & Dementia Care-current President

Rotarian since 1980, Past President and multiple Paul Harris Award recipient.

Thru Rotary, delivered medical supplies to El Salvador & Philippines.

Buellton Business Men's Association, Past President

Pony League baseball, past president and coach.

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Eric Payne	
DATE: 2-15-18	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The major issues that I believe need to be addressed include:

On-line community college education Capital improvement and bond funding Student equity and student success College affordability (College Promise)

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I was elected to the State Center Community College District Board in 2012 and 2016. Serving our students continues to be a great honor. As elected trustees, we must focus on expanding opportunity and access for students. Strengthening our business education partnerships will create a better prepared 21st century workforce.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

NAME: Eric Payne	DATE: 2-15-18
Address: 2457 S. Lily	CITY & ZIP CODE: Fresno 93706
PHONE: 559-666-7644	EMAIL: eric.paynecmc@gmail.com

m	TO IT	TON
ED	UCAT	ION

CERTIFICATES/DEGREES: B.S. and M.S. in biology (microbiology)

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Managing Partner, Toure Environmental Engineering OTHER:

#### COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: State Center Community College District

YEARS OF SERVICE ON LOCAL BOARD: Five years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Board Secretary Legislative Committee

#### STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCLC Advisory Committee on Educational Services CCLC African American Caucus President Excellence in Trusteeship Program Graduate (CCLC) ACCJC Accreditation Basics On-line Certificate

#### NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT Nominations Committee ACCT Public Policy Committee Presenter "Millennials Leading the Charge for Change" (ACCT in 2015)

#### CIVIC AND COMMUNITY ACTIVITIES

Fresno Rotary Fresno County Trustee Association Fresno Chamber of Commerce Education and Business Committee Central Valley Cultural Arts Coalition

#### OTHER

Founder, The Central Valley Urban Institute

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CANDIDATE'S NAME: Ann Ransford

DATE: February 12, 2018

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

CCCT and the League need to stay focused the next two years on implementation of Guided Pathways and Strong Workforce programs, development of a new funding formula, expansion of on-line education, seeking additional resources for the College Promise program, and most important – closing the achievement gap and increasing student success.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a community college educator, administrator, board member, and CCCT and League board member and leader, I have learned to ask key questions, identify solutions, and make sound policy decisions. There are differences among our 72 districts and I have a record of bringing people together for the common good.

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

#### PERSONAL

NAME: Ann Ransford	DATE: January 15, 2018
ADDRESS: 1846 Caminito del Cielo	CITY & ZIP CODE: Glendale, CA 91208
PHONE: 818-549-9182 (home)	EMAIL: annransford@mac.com

#### EDUCATION

CERTIFICATES/DEGREES: BS San Jose State, MA Pacific Oaks (Pasadena)

#### PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired Glendale Community College, Director of Communications, Marketing and Foundation

OTHER:

#### COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Glendale Community College District

YEARS OF SERVICE ON LOCAL BOARD: Nine (9) years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President, Vice President, Clerk

#### STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

President, President-elect, Vice-President and 5-year member of CCCT Board. Member FCMAT Board, Member Guided Pathways Advisory Group, Member Chancellor's Consultation Council, Presenter League Conventions.

#### NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Annually attend the ACCT Congress and Legislative Conference and serve as the GCC Board representative to ACCT.

#### CIVIC AND COMMUNITY ACTIVITIES

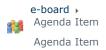
I served a 6-year term, including chair on the City of Glendale Parks, Recreation & Community Services Commission; and have been a member of the executive boards of the YWCA, YMCA, Chamber of Commerce, Rotary, Committee on Aging, Temple Sinai, Rose Float Association, Campbell Center, Career Encores and Life Services.

#### OTHER

Selected for inclusion as a trustee to serve on an ACCJC accreditation team.

I would very much like to continue my service and participation on the CCCT Board of the League.

I respectfully ask for your vote. Thank you.



## Agenda Item (VI-A)

Meeting	4/3/2018 - Committee
Agenda Item	Closed Session (VI-A)
Subject	Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release
College/District	District
Funding	n/a
Recommended Action	To be Determined

#### **Background Narrative:**

None.

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

#### **Attachments:**

None.