



Office of Executive Vice President
Felipe R. Lopez
Executive Vice President of Business Services /
Assistant Superintendent

June 28, 2023

VIA E-MAIL ONLY

apark0006@student.cerritos.edu

Amy Parker

Re: California Public Records Act Request

Dear Ms. Parker,

This correspondence constitutes the Cerritos Community College District's ("District") response to your California Public Records Act ("CPRA") request received by the District via email on June 25, 2023. Specifically, you requested:

"... the District's College and Career Access Pathways (CCAP) Partnership Agreement with the ABC Unified School District."

Under the CPRA, a "public record" is defined as, "any writing containing information related to the conduct of the people's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Government Code § 6252(e)).

The District has determined that items in your request identify public records in the possession of the District (Government Code section 6253, subsection (c)).

Enclosed you will find the agreement that was approved by the board on December 15, 2021.

Please feel free to contact me if you have any questions regarding the above.

Sincerely,

Felipe R Lopez, MBA
Executive Vice President of Business Services/
Assistant Superintendent

Enclosed:

Attachment 1 - ABCUSD CCAP Agreement



Cerritos College

COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIPS AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

ABC UNIFIED SCHOOL DISTRICT

Cerritos Community College District (“COLLEGE DISTRICT”) and **ABC Unified School District** (hereinafter “SCHOOL DISTRICT”) agree to the following College and Career Access Pathways (CCAP) Partnership Agreement ("Agreement") regarding the operation of dual enrollment courses (hereinafter “Dual Enrollment Course Program”) on SCHOOL DISTRICT campuses.

RECITALS

WHEREAS, with the passage of Assembly Bill 288 during the 2015 Legislative Term, effective January 1, 2016, Education Code Section 76004 was added which authorizes the governing board of a community college district to enter into a College and Career Access Pathways partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness; and

WHEREAS, participation in this Agreement is consistent with the COLLEGE DISTRICT core mission pursuant to Education Code Section 66010.4; and

WHEREAS, various operational aspects of this Agreement is incorporated in Exhibit "A" attached hereto, the provisions of which establish adherence to various education code requirements pertaining to, among other things, allowances, apportionments, and enrollment; and

WHEREAS, the parties hereto desire to enter this Agreement, which sets forth their mutual rights and responsibilities and governs their relationship regarding the Dual Enrollment Course Program.

NOW, THEREFORE, the SCHOOL DISTRICT and the COLLEGE DISTRICT each agree to the following terms in this Agreement:

1. ADMISSIONS AND REGISTRATION

1.1 Admissions and registration shall be coordinated by the Administrative Liaison referenced in section 4.3 hereof and applicable policies and procedures established by the COLLEGE DISTRICT.

1.2 Prior to registering for a dual enrollment course, students shall complete and submit a Dual Enrollment Form provided as Exhibit B attached to this Agreement.

1.3 SCHOOL DISTRICT shall purchase textbooks and pay for lab fees (where applicable) for dual enrollment courses listed under Exhibit C, including future amendments, when initially

offered. The COLLEGE DISTRICT shall use the textbooks for no less than three years. If the dual enrollment faculty changes a textbook within the three year period, the COLLEGE DISTRICT will incur the cost of replacing.

1.4 Registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the course offered. If the SCHOOL DISTRICT cannot fill to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

1.5 COLLEGE DISTRICT shall waive the health fee, student activity fee and student representation fee for students who enroll in dual enrollment courses as listed under Exhibit C attached to this Agreement.

1.6 All dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE DISTRICT.

1.7 Priority enrollment and registration for SCHOOL DISTRICT students that are enrolling in dual enrollment courses under this Agreement are equivalent to SCHOOL DISTRICT students who attend a middle college high school.

2. COURSES

2.1 The Dual Enrollment Course program courses offered in the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE DISTRICT campus. The dual enrollment course taught at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT. The Dual Enrollment courses are described in Exhibit C attached to this Agreement.

2.2 Courses offered in the SCHOOL DISTRICT shall be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. The COLLEGE DISTRICT is responsible for these dual enrollment courses.

2.3 Courses offered in the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.

2.4 Site visits by one or more representatives of the COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE DISTRICT campus.

2.5 This Agreement lists the courses that the COLLEGE DISTRICT will offer on the SCHOOL DISTRICT'S campus(es) or online, as listed in Exhibit C. Each course is offered to 1) prepare students for transfer; 2) improve high school graduation rates; 3) help high school pupils achieve college and career readiness; or 4) offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses will be offered.

2.6 The COLLEGE DISTRICT will not offer courses that are oversubscribed or has a waiting list in this Agreement.

2.7 SCHOOL DISTRICT students are allowed to take up to 15 units per term if all of the following are satisfied:

- a) the units are no more than four COMMUNITY COLLEGE courses per term
- b) the units are part of an academic program that is part of an Agreement
- c) the units are part of an academic program designed to award SCHOOL DISTRICT students both a high school diploma and an AA degree, a certificate or a credential.

2.8 SCHOOL DISTRICT students participating in the Dual Enrollment Course Program under this Agreement will not cause otherwise eligible adults to be displaced from COMMUNITY COLLEGE courses.

2.9 Any remedial course taught by COMMUNITY COLLEGE faculty at the SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT students who do not meet their grade level standard in math, English, or both, (below 9th grade level), as determined by the SCHOOL DISTRICT. The COMMUNITY COLLEGE and SCHOOL DISTRICT faculty shall engage in a collaborative effort 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.

2.10 If the governing board of the COLLEGE DISTRICT is planning to offer a Career Technical Education program for dual enrollment, prior to establishing the program, the COLLEGE DISTRICT shall consult with, and consider the input of the appropriate local workforce development board as to the career technical education pathways alignment with regional and statewide employment needs, and conduct a job market study of the labor market area, to determine whether or not the results justify the proposed vocational education program.

3. FACULTY

3.1 Dual enrollment faculty shall be COLLEGE DISTRICT approved teachers. All courses offered under this Agreement shall be taught by faculty employed by the COLLEGE DISTRICT. The COLLEGE DISTRICT shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring. If applicable to the SCHOOL DISTRICT, the SCHOOL DISTRICT is responsible for reporting obligations to the County Office of Education, and for federal teacher quality mandates and/or California credential rules.

3.2 The SCHOOL DISTRICT and the COLLEGE DISTRICT will comply with local collective bargaining agreements, and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a dual enrollment course offered for high school credit.

3.3 The COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty. The COLLEGE DISTRICT shall also be solely responsible to carry and maintain Workers' Compensation coverage for dual enrollment faculty reflecting statutory limits with employer's liability limits of \$1,000,000 at minimum.

3.4 Faculty provided by the SCHOOL DISTRICT shall meet the Dual Enrollment Course Program minimum qualifications or equivalency established by the COLLEGE DISTRICT based on Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. The COLLEGE DISTRICT shall have the primary right to control and direct the activities of faculty provided by the SCHOOL DISTRICT while they are providing instruction in dual enrollment courses.

3.5 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE DISTRICT shall be ineligible to teach dual enrollment courses.

3.6 Faculty performance shall be evaluated by the COLLEGE DISTRICT using the adopted evaluation process and standards for part-time faculty of the COLLEGE DISTRICT.

3.7 If necessary, substitute Faculty will be approved by the COLLEGE DISTRICT using the same process and subject to the same conditions described herein.

3.8 No COMMUNITY COLLEGE instructor who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in

Education Code Section 87011, shall be retained by the COMMUNITY COLLEGE to teach any course on any SCHOOL DISTRICT campus. All COMMUNITY COLLEGE faculty teaching courses under this Agreement shall meet all required minimum qualifications and conditions, including clearance through a Live Scan process. Both SCHOOL DISTRICT and COLLEGE DISTRICT shall require clearance of their respective criminal background screenings prior to the commencement of work specified in Section 3.8 herein; further, both shall maintain and actively monitor their respective criminal status change updates issued by their respective established law enforcement agencies, including but not limited to the California State Department of Justice and such other state and federal agencies used in the course of their respective pre- and ongoing-employment screenings.

3.9 A COMMUNITY COLLEGE instructor teaching a course at the SCHOOL DISTRICT campus will not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on the SCHOOL DISTRICT campus.

3.10 A SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus will not displace or resulted in the termination of an existing COMMUNITY COLLEGE faculty teaching the course at the partnering community college campus.

3.11 The COLLEGE DISTRICT has documentation that instruction claimed for apportionment under the agreement/contract is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the discipline of the course in a California community college. Instructors need to provide the supervision and control necessary for the protection of the health and safety of students, and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line of sight of the students. California Code Regs., tit. 5, §§ 58050, 58051, 58056, 58058 a.

3.12 Where the instructor is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT has an additional written agreement/contract with each instructor requiring student attendance and FTES to be reported by the instructor as required by the COLLEGE DISTRICT and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. Cal. Code Regs., tit. 5, § 58058(b). The COLLEGE DISTRICT must demonstrate control and direction through such actions as providing the instructor an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly on campus instructor.

4. LIAISON

4.1 The COLLEGE DISTRICT shall appoint an academic department administrator who will serve as Academic Liaison or as assigned by COLLEGE DISTRICT, and who will approve all dual enrollment instructors in consultation with the academic department of the COLLEGE DISTRICT. The Academic Liaison shall provide initial training and COLLEGE DISTRICT performance evaluations for dual enrollment faculty.

4.2 The Academic Department Liaison will also keep dual enrollment faculty informed of new Dual Enrollment Course Program curriculum developments, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components.

4.3 The COLLEGE DISTRICT shall appoint an administrator who will serve as the Administrative Liaison. The Administrative Liaison shall conduct site visits and strengthen communication between essential elements of the SCHOOL DISTRICT, the COLLEGE DISTRICT, and their respective academic and student affairs departments.

5. FEES

5.1 SCHOOL DISTRICT students enrolled in courses offered through this Agreement shall not be assessed or charged a fee, including a fee charged to a student, or a student's parent/guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course.

5.2 SCHOOL DISTRICT students enrolled in courses offered through this Agreement shall be exempt from the following community college fee requirements (1) Student Representation Fee, (2) Nonresident Tuition Fee, (3) Transcript Fees, (4) Course Enrollment Fees, (5) Apprenticeship Course Fees, and (6) Child Development Center Fees.

6. ON-SITE SUPERVISION

6.1 Dual enrollment courses and students shall be under the direct supervision of the site administrator designated by the COLLEGE DISTRICT as the SCHOOL DISTRICT's Representative.

7. STUDENTS

7.1 Students must meet all Dual Enrollment Course Program COLLEGE DISTRICT prerequisite requirements as established by the COLLEGE DISTRICT and stated in the COLLEGE DISTRICT catalog before enrolling in a dual enrollment course.

7.2 Grades earned by students enrolled in dual enrollment courses will be posted on official COLLEGE DISTRICT transcripts.

7.3 Students enrolled in dual enrollment courses will be directed to the official catalogue of the COLLEGE DISTRICT.

7.4 Students enrolled in dual enrollment courses will be eligible for student support services, provided by the SCHOOL DISTRICT and the COLLEGE DISTRICT itself. The COLLEGE DISTRICT abides by the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, which states: "No otherwise qualified person shall, on the basis of a disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic or other postsecondary education aid, benefits, or services." The SCHOOL DISTRICT will inform students with documented disabilities that they must register with the COLLEGE DISTRICT'S [Student Accessibility Services \(SAS\)](#) to qualify for dual enrollment course accommodations. The COLLEGE DISTRICT personnel will facilitate (with the COLLEGE DISTRICT faculty, as appropriate) disability-related accommodations authorized by SAS. It is important to note that academic accommodations for college classes differ from those offered in high school classes.

7.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE DISTRICT credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE DISTRICT deadlines.

7.6 A dropped class within the COLLEGE DISTRICT drop date will not appear on the high school transcript as a COLLEGE DISTRICT course. A student may complete the course to receive high school credit. A drop date for a dual enrollment course is established by all published COLLEGE DISTRICT deadlines.

7.7 In developing the educational program created under this CCAP, the SCHOOL DISTRICT and the COLLEGE DISTRICT shall make assessments as to whether the participating SCHOOL DISTRICT students have the ability to benefit from the courses offered in this Agreement. The following criteria in making this assessment is:

- a) students will complete the COLLEGE DISTRICT placement process (when applicable and if compliant with Education Code established by AB 705 of 2017.)
- b) student's high school GPA
- c) student's high school transcript

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in dual enrollment courses shall be held to the same standards of achievement as students on the COLLEGE DISTRICT campus.

8.2 Students enrolled in dual enrollment courses shall be held to the same grading standards as those expected of students in campus COLLEGE DISTRICT sections.

8.3 Students enrolled in dual enrollment courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in campus COLLEGE DISTRICT sections.

8.4 Students enrolled in dual enrollment courses shall be held to the same behavioral standards as those expected of students in campus COLLEGE DISTRICT sections.

9. EVALUATION

9.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT may conduct end-of-term student evaluations for each dual enrollment course offered in the SCHOOL DISTRICT in accordance with established guidelines.

9.2 The COLLEGE DISTRICT and the SCHOOL DISTRICT may survey and collect data on students and alumni of dual enrollment courses after they graduate from the SCHOOL DISTRICT.

9.3 The COLLEGE DISTRICT and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT instructors, principals, and guidance counselors.

9.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

10. RECORDS

10.1 Records of student attendance, grades and achievement for all SCHOOL DISTRICT students who enroll in a dual enrollment course shall be maintained by the SCHOOL DISTRICT and by the COLLEGE DISTRICT electronic records systems through the course instructor. (Education Code section 76220).

11. INFORMATION SHARING

11.1 Any education records or personally identifiable information pertaining to any SCHOOL DISTRICT students taking courses under this Agreement shall be exchanged between the SCHOOL DISTRICT and the COLLEGE DISTRICT in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and COLLEGE DISTRICT Board Policies and Administrative Procedures. The COLLEGE DISTRICT shall provide a Dual Enrollment Application in the form attached hereto at Exhibit B on which the parent or guardian of the SCHOOL DISTRICT student will provide written consent to information sharing between

the SCHOOL DISTRICT and the COLLEGE DISTRICT. Education records and personally identifiable information regarding SCHOOL DISTRICT students shall be shared between the COLLEGE DISTRICT Administrative Liaison and the SCHOOL DISTRICT Site Liaison. The Administrative Liaison and the Site Liaison shall then further share that information within their respective institutions, as necessary.

12. REPORTING

12.1 The COLLEGE DISTRICT, in partnership with the SCHOOL DISTRICT, shall report annually to the State Chancellor's Office all of the following information:

- a) The total number of high school pupils by school site enrolled in this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- b) The total number of community college courses, by course category and type and by school site, enrolled in by CCAP partnership participants.
- c) The total number and percentage of successful course completions, by course category, type and by school site, of CCAP partnership participants.
- d) The total number of Full Time Equivalent Student (FTES) generated by this Agreement.

13. INDEMNIFICATION

13.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE DISTRICT, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers and employees.

13.2 The COLLEGE DISTRICT agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the SCHOOL DISTRICT, arising out of the performance of or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE DISTRICT, its officers and employees.

14. INSURANCE

14.1 The SCHOOL DISTRICT, in order to protect the COLLEGE DISTRICT, 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, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/ FOUR MILLION DOLLARS (\$4,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident and sexual molestation and abuse coverage of

not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE DISTRICT, its agents, employees and officers as additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE DISTRICT.

14.2 The COLLEGE DISTRICT, in order to protect the SCHOOL DISTRICT, 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, an insurance policy or an approved program of self-insurance for general liability and auto liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per incident/\$4,000,000 aggregate, property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident, and sexual molestation and abuse coverage of not less than THREE MILLION DOLLARS (\$3,000,000) per occurrence/SIX MILLION DOLLARS (\$6,000,000) aggregate with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the state of California. Said policy of insurance or program of self-insurance shall expressly name the SCHOOL DISTRICT, 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 SCHOOL DISTRICT.

15. APPORTIONMENT/FTES

15.1 The COLLEGE DISTRICT may include the students enrolled in the dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the dual enrollment courses comply with current requirements for dual enrollment under applicable California law.

15.2 The COLLEGE DISTRICT must certify that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual, or group, according to Education Code § 84752; California Code Regs., tit. 5, § 58051.5. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources, according to Education Code § 84752; California Code Regs., tit. 5, § 58051.5.

16. NON-DISCRIMINATION

16.1 It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap. Neither the SCHOOL DISTRICT nor the COLLEGE DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

16.2 The COLLEGE DISTRICT Board Policy provides that the COLLEGE DISTRICT, and each individual who represents the COLLEGE DISTRICT, shall provide access to its services, classes, and programs without regard to national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and

veteran status, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

16.3 The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination.

16.4 The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment, including Title IX.

In this regard, both the COLLEGE DISTRICT and the SCHOOL DISTRICT shall provide information to students regarding resources available for reporting claims of harassment and/or discrimination, and shall cooperate in resolving and investigating any complaints filed.

17. TERM OF AGREEMENT

17.1 This agreement shall remain in effect until December 31st, 2026.

18. TERMINATION OR CHANGES

18.1 Either party may terminate this Agreement at any time by providing 30 days written notice to the other party. Written notice of termination or changes to this Agreement shall be addressed to the responsible person listed in Item 19 below.

18.2 Upon termination of this Agreement, the SCHOOL DISTRICT shall develop a COLLEGE DISTRICT approved plan that enables students to complete the dual enrollment course they are enrolled in.

19. NOTICES

19.1 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:

ABC Unified School District
16700 Norwalk Blvd
Cerritos, CA 90703
Attention: Superintendent

COLLEGE DISTRICT:

Cerritos Community College District
11110 Alondra Boulevard Norwalk,
CA 90650-6298
Attention: Director of Purchasing and Contract Administration

20. INTEGRATION

20.1 This Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations will be in writing regarding the subject matter hereof incorporated into this Agreement.

21. MODIFICATION AND AMENDMENT

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

22. GOVERNING LAWS

22.1 This Agreement shall be interpreted according to the laws of the State of California.

23. SEVERABILITY

23.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the 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.

24. COUNTERPARTS

24.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS THEREOF, the parties hereto have duly approved this Agreement, as evidenced by their respective authorized signatures set forth below.

**Cerritos Community College District
("COLLEGE DISTRICT"):**

**ABC Unified School District
("SCHOOL DISTRICT"):**

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Dated: _____

Dated: _____

E-Mail: _____

Tax ID No.: _____

Exhibit A

OPERATIONAL ASPECTS OF DUAL ENROLLMENT COURSE PROGRAM

The parties here shall adhere to Title II Education Code provisions governing dual enrollment specified in Education Code Section 48802 (a) and (b), as well as Title III Education Code Section 76002. The referenced Sections are detailed below:

Allowances and Apportionments

Title II Education Code section 48802 all sections including (a).

Title II Education Code section 48802 all sections including (b):

A school district whose pupils attend a community college as special part-time students pursuant to this article shall, for purposes of allowances and apportionments from Section A of the State School Fund, continue to receive credit for attendance by those pupils computed in the manner prescribed by law, and a pupil's attendance at school for the minimum school day shall be deemed a day of attendance for purposes of making the computation.

Generally, to receive the full ADA, the high school must offer 360 minutes of instruction and the student must be enrolled for a minimum day, (240 minutes). Also, the college courses taken must be open to the public as provided below.

Title III Education Code section 76002 all provisions including in particular, Section (a)(3):
If the (community college) class is offered at a high school campus, the class may not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board meeting.

For the purposes of this MOU, SCHOOL DISTRICT defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses. Also, for the purposes of this Agreement, registration and access to all dual enrolled courses scheduled at the SCHOOL DISTRICT shall only be open to SCHOOL DISTRICT students if enrollment meets minimum capacity for the courses offered. If the SCHOOL DISTRICT cannot fill the course to minimum capacity, the course will be cancelled by the COLLEGE DISTRICT.

Exhibit B

Dual Enrollment Form

Students must complete the dual enrollment form found on the Admissions & Records website: <https://www.cerritos.edu/admissions-and-records/online-forms/default.htm>.

This form is subject to change so only a link is provided.

Exhibit C

Below are the Dual Enrollment course(s) being offered for high schools in the ABC Unified School District: The nature of the course, number of class hours and number of units can be found in the Cerritos College catalog: <https://www.cerritos.edu/admissions-and-records/catalogue-schedule/default.htm>

Name of Course: ASTR 102: Intro Astronomy Stars Universe

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: AUTO 100: Automotive Maintenance & Operation

Number of FTES: 5

Minimum number of students for the class: 14

Maximum number of students for the class: 24

Name of Course: AUTO 190: Automotive Management

Number of FTES: 2

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: BIO 115: Marine Biology

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: COMM 130: Public Speaking

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: COUN 101A: Orientation to College

Number of FTES: 0.5

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: COUN 101B: Educational Planning

Number of FTES: 0.5

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: COUN 200: Success College and Career

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: COUN 200: Success College and Career

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: ENGL 100: Freshman Composition

Number of FTES: 4

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: ENGL 100: Freshman Composition

Number of FTES: 4

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: ENGL 103: Critical and Argumentative Writing

Number of FTES: 3

Minimum number of students for the class: 15

Maximum number of students for the class: 25

Name of Course: ESL 4: ESL Grammar, Reading, and Writing

Number of FTES: 4.1

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: ESL 5: ESL Grammar, Reading, and Writing 5

Number of FTE: 4.1

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: FILM 159: World Film

Number of FTES: 4.1

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: FILM 159: World Film

Number of FTES: 4.1

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: HED 100: Contemporary Health Problems

Number of FTES: 4.1

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: HIST 103: Political & Social Hist-U.S.

Number of FTES: 5

Minimum number of students for the class: 29

Maximum number of students for the class: 48

Name of Course: KIN102 Introduction to Athletic Training

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: KIN110 Community First Aid & CPR

Number of FTES: 3

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Name of Course: MATH 115: Finite Mathematics

Number of FTES: 5.5

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: POL 210: International Relations

Number of FTES:

Minimum number of students for the class: _____

Maximum number of students for the class: _____

Name of Course: POL 220: Comparative Government

Number of FTES: 5

Minimum number of students for the class: 29

Maximum number of students for the class: 48

Name of Course: PSYC 101: General Introductory Psychology

Number of FTE: 2

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: PSYC 101: General Introduction Psych

Number of FTES: 4

Minimum number of students for the class: 24

Maximum number of students for the class: 40

Name of Course: PSYC 101: General Introductory Psychology

Number of FTES: 6

Minimum number of students for the class: 36
Maximum number of students for the class: 60

Name of Course: PSYC 251: Developmental Psychology

Number of FTES: 5
Minimum number of students for the class: 28
Maximum number of students for the class: 48

Name of Course: READ 101: Literacy and Learning Strategies for College Success

Number of FTES: 3
Minimum number of students for the class: 18
Maximum number of students for the class: 30

Name of Course: READ 101: Literacy and Learning Strategies for College Success

Number of FTES: 3
Minimum number of students for the class: 17
Maximum number of students for the class: 29

Name of Course: SOC 210: American Minority Relations

Number of FTES: 2
Minimum number of students for the class: 28
Maximum number of students for the class: 48

Name of Course: SPAN 101: Elementary Spanish

Number of FTES: 4
Minimum number of students for the class: 15
Maximum number of students for the class: 25

Name of Course: SPAN 102: Elementary Spanish

Number of FTES: 4
Minimum number of students for the class: 15
Maximum number of students for the class: 25

