

**COLLEGE AND CAREER ACCESS PATHWAYS COLLABORATION AGREEMENT
A DUAL ENROLLMENT COLLABORATION AGREEMENT
2026 – 2031**

This College and Career Access Pathways Collaboration Agreement (“Agreement”) is between San Jose Evergreen Community College (“CC DISTRICT”), 40 South Market Street, San José, CA 95113, and **San Jose Unified School District** (“K12 DISTRICT”), collectively hereinafter referred to as the “Parties.”

WHEREAS, the mission of the CC DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the CC 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, K12 DISTRICT is a public K12 DISTRICT located within the regional service area of the CC DISTRICT, unless otherwise specified and agreed to as specified in Education Code Section 76004, subdivision (e); and

WHEREAS, the CC DISTRICT and the K12 DISTRICT desire to enter into this Agreement for the purpose of expanding dual enrollment opportunities for K12 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, including continuation high school, to community college for career education (“CE”) or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

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 (“CCCCO”) and the CC DISTRICT;

NOW THEREFORE, the CC DISTRICT and K12 DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this Agreement shall be for five (5) years beginning on July 1, 2026, and ending on June 30, 2031, unless otherwise terminated in accordance with Section 19 of this Agreement. Parties agree to amend this agreement through the use of fully-executed Addendum(s).

- 1.2 This Agreement outlines the terms of the Parties' Agreement. The Agreement Appendix ("Appendix") shall specify additional detail regarding 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 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 K12 pupils to enroll in community college courses. The protocols shall only require a K12 pupil participating in a CCAP collaboration to submit one parental consent form and principal recommendation for the duration of the pupil's participation in the CCAP collaboration. (Educ. Code § 76004(c)(1).)
- 1.3 The Appendix shall identify a point of contact for the participating CC DISTRICT and K12 DISTRICT. (Educ. Code § 76004(c)(2).)
- 1.4 A copy of the Agreement shall be filed with the CCCCO and with the California Department of Education ("CDE") before the start of the CCAP collaboration. (Educ. Code § 76004(c)(3).)

2. DEFINITIONS

- 2.1 Agreement Courses - Courses offered as part of this Agreement shall be community college courses acceptable towards a CTE 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 K12 DISTRICT have been approved in accordance with the policies and guidelines of the CC DISTRICT and applicable law. (Educ. Code § 76004(a)(1).)
- 2.2 This Agreement may include "pupils underrepresented in higher education, including first-time college students, low-income students, students who are current or former foster youth, homeless students, students with disabilities and students with dependent children. (Educ. Code § 76004(a)(1) and (3).)
- 2.3 Pupil or Student - A resident or nonresident student attending a K12 school in California. K12 student may attend college classes, enrolling in up to 15 units per semester, without incurring fees for tuition, books, and materials.

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 education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness.” (Educ. Code § 76004(a)(1).)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the Agreement who have been admitted to the CC DISTRICT and who meet all applicable prerequisites. Student selection criteria may be further specified in the Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the Agreement will be determined by the CC DISTRICT and shall be in compliance with applicable law and CC DISTRICT standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the Agreement shall be governed by the CC DISTRICT and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CC DISTRICT policy. Decisions regarding scheduling of CCAP classes will occur in collaboration with the K12 DISTRICT and participating K12 schools.
- 3.4 Student Records – It is the responsibility of the student to follow the CC DISTRICT process when requesting an official CC DISTRICT transcript for grade submission to the K12 DISTRICT unless otherwise specified in the Appendix. In accordance with federal Family Educational Rights and Privacy Act (“FERPA”), student records will not be shared with the student’s parent or guardian.
- 3.5 Priority Enrollment - The CC DISTRICT must assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil’s CCAP collaboration program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code Section 11300 and consistent with middle college high school provisions in Education Code Section 76001. (Educ. Code § 76004(g)(1).) Units completed by a pupil pursuant to the Agreement may count towards determining a pupil’s registration priority for enrollment and course registration at a community college. (Educ. Code § 76004(g)(2).)
- 3.6 As part of the Agreement, the CC DISTRICT shall not provide physical education course opportunities to K12 pupils or any other course opportunities that do not assist in the attainment of the goals of developing seamless pathways from high school to community college for CTE, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve career and college readiness. (Educ. Code § 76004(d).)

- 3.7 Students participating in the Agreement may enroll in up to a maximum of 15 units per term per conditions specified. Specifically, the units must constitute no more than four (4) 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. (Educ. Code § 76004(p).)
- 3.8 Minimum School Day - The K12 DISTRICT shall certify that it shall teach K12 DISTRICT students participating as part of the Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code Sections 46141 and 46142.

4. CC DISTRICT APPLICATION PROCEDURE

- 4.1 The CC DISTRICT will be responsible for processing student applications.
- 4.2 The CC DISTRICT will provide the necessary admission and registration forms and procedures. K12 DISTRICT will ensure that each applicant accepted has met all the enrollment requirements, such as prerequisite courses and other potential program-specific requirements.
- 4.3 The K12 DISTRICT agrees to assist the CC DISTRICT in the admission and registration of K12 DISTRICT students as may be necessary and requested by the CC DISTRICT.
- 4.4 The K12 DISTRICT and the CC DISTRICT understand and agree that successful CC DISTRICT admission and registration requires that each participating student has completed the CC DISTRICT enrollment application process.
- 4.5 Participating pupils enrolled in a course offered through the Agreement shall not be assessed any fee that is prohibited by Education Code Sections 49011 (pupil fee), 76060.5 (student representation fee), 76140 (nonresident tuition), 76223 (transcript fee), 76300 (student fees), 76350 (apprenticeship course fee), and 79121 (child development center fee). (Educ. Code §76004 (f) and (q).)

5. PARTICIPATING STUDENTS

- 5.1 A K12 student enrolled in a course offered through the Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. (Educ. Code § 76004(f).) The Governing Board of the CC DISTRICT shall exempt special part-time students from the fee requirements in Education Code Sections 76060.5, 76140, 76223, 76300, 76350, and 79121. (Educ. Code § 76004(p) and (q).)
- 5.2 The total cost of books and instructional materials for K12 DISTRICT students who enroll in a CC DISTRICT course offered as part of this CCAP Agreement will be specified in the Appendix. Costs will be borne by K12 DISTRICT.

- 5.3 Participating students must meet all CC DISTRICT prerequisite requirements as established by the CC DISTRICT and stated in the college catalog before enrolling in a course offered as part of this Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official CC DISTRICT transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the CC DISTRICT catalog.
- 5.5 Students enrolled in courses offered as part of this Agreement will be directed to the official catalog of the CC DISTRICT for information regarding applicable policies and procedures.
- 5.6 Students enrolled in CC DISTRICT courses offered as part of this Agreement will be eligible for student support services, which shall be available to them at the CC DISTRICT or through the K12 DISTRICT. The CC DISTRICT shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the CC DISTRICT. The K12 DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the K12 DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this Agreement will not receive CC DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to CC DISTRICT policy.
- 5.8 A course dropped within the CC DISTRICT drop “without a W” deadline will not appear on the K12 DISTRICT or the CC DISTRICT transcript.

6. AGREEMENT COURSES

- 6.1 OPTION 1 (Closed Section): The CC DISTRICT may limit enrollment in CCAP courses offered pursuant to this Agreement solely to eligible K12 pupils. The courses may be offered at a K12 school campus during the regular school day. Although not open to the general public, the CCAP course will be published in the course schedule. (Educ. Code § 76004(o)(1).)

OPTION 2 (Open Section): Enrollment in CCAP courses offered pursuant to this Agreement shall be open to any person who has been admitted to the CC DISTRICT and has met any applicable prerequisites. The courses may be held at facilities which are clearly identified as being open to the general public. The CC DISTRICT policy on open enrollment along with a description of the course and information about whether the course is offered for credit and is transferable shall be published in the CC DISTRICT catalogue, schedule of classes, and any addenda to the schedule of classes.

- 6.2 The CC DISTRICT is responsible for all courses and educational programs offered as part of the Agreement regardless of whether the course and educational program is offered on site at the K12 DISTRICT or at the CC DISTRICT.
- 6.3 The scope, nature, time, location, and listing of courses offered by the CC DISTRICT shall be determined by CC DISTRICT with the approval of the Governing Board and will be recorded in the Appendix. (Educ. Code § 76004(c)(1).)
- 6.4 Courses offered as part of the Agreement either at the CC DISTRICT or K12 DISTRICT shall be jointly reviewed and approved for inclusion in the CCAP program.
- 6.5 Courses offered as part of this Agreement at the K12 DISTRICT shall be of the same quality and rigor as those offered on the CC DISTRICT campus and shall be in compliance with CC DISTRICT academic standards.
- 6.6 Courses offered as part of this Agreement at the K12 DISTRICT shall be listed in the CC DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.7 Courses offered as part of this Agreement at the K12 DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated CC DISTRICT academic department.
- 6.8 Courses offered as part of this Agreement and taught by K12 DISTRICT instructor are part of an approved Instructional Service Agreement.
- 6.9 Courses offered as part of this Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the CC DISTRICT as well as any corresponding policies, practices, and requirements of the K12 DISTRICT. In the event of a conflict between the CC DISTRICT course related regulations, policies, procedures, prerequisites and standards K12 DISTRICT policies, practices and requirements, the CC DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the CC DISTRICT shall be permitted by the K12 DISTRICT to ensure that courses offered as part of this Agreement in the K12 DISTRICT are the same as the courses offered on the CC DISTRICT campus and in compliance with CC DISTRICT academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with CC DISTRICT guidelines, policies, pertinent statutes and state regulations.

- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with CC DISTRICT guidelines, policies, pertinent statutes, and state regulations.
- 6.13 The CC DISTRICT has the sole right to control and direct the instructional activities of all instructors, including those who are K12 DISTRICT employees.
- 6.14 This Agreement certifies that any pretransfer-level course taught by CC DISTRICT faculty at a collaborating K12 school campus shall be offered only to K12 pupils 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 K12 DISTRICT, and shall involve collaborative effort between the K12 DISTRICT and the CC DISTRICT faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Educ. Code § 76004(n).)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching CC DISTRICT courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the CC DISTRICT pursuant to an approved Instructional Service Agreement. The minimum qualifications for instruction are available at: <https://www.asccc.org/disciplines-list>.
- 7.2 K12 DISTRICT faculty approved to teach college courses under this Agreement shall remain employees of the K12 DISTRICT, which shall serve as the employer of record. The CC DISTRICT shall retain academic oversight, including curricular integrity, faculty approval, and instructional quality assurance, but shall not employ or supervise K12 DISTRICT personnel.
- 7.3 The DISTRICT shall pay the K12 DISTRICT a stipend of \$1,500 per course section per term for instruction provided by qualified K12 faculty. The total stipend per semester, per instructor shall not exceed \$6,000. The stipend is paid to the K12 DISTRICT, not directly to instructors, and is contingent upon:
 - 7.3.1 Timely submission of the course syllabus, final grades, and participation in academic coordination activities by the instructor; and
 - 7.3.2 Receipt of an invoice from the K12 DISTRICT detailing the name(s) of the instructor(s), the name and number of each course section taught, and the final enrollment count at the end of the term.

- 7.3.3 Verification by the DISTRICT that all required submissions have been completed in accordance with College policies and the expectations outlined in this Agreement.
- 7.4 This Agreement specifies the K12 DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Educ. Code § 76004(m)(2).)
- 7.5 Instructors who teach CC DISTRICT courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.6 Instructors who teach CC DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code Sections 45125, 45122.1 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code Section 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 Agreement or otherwise provide services on a K12 DISTRICT site.
- 7.7 Prior to teaching, faculty provided by the K12 DISTRICT shall receive training and orientation from the CC DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the CC DISTRICT.
- 7.8 Faculty provided by the K12 DISTRICT may participate in professional development activities sponsored by the CC DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.9 The CC DISTRICT retains the right to evaluate any course offered under this Agreement to ensure alignment with the approved course outline of record, academic rigor, and student learning outcomes. Such evaluations may include syllabus review, instructional observation, and assessment of course materials. These evaluations are for academic quality assurance purposes only and do not constitute personnel evaluations. The K12 DISTRICT shall remain responsible for formal personnel evaluations, supervision, and compliance with relevant employment contracts and collective bargaining agreements.
- 7.10 K12 DISTRICT employees who desire to work directly for the CC DISTRICT at CC DISTRICT locations must separately apply to the CC DISTRICT, and would then be CC DISTRICT employees subject to the applicable collective bargaining agreement for purposes of those CC DISTRICT courses at CC DISTRICT

locations. CC DISTRICT employees may teach at the K12 DISTRICT when necessary and will be subject to the applicable bargaining agreement.

- 7.11 The CC DISTRICT shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT shall be held to the same standards of achievement as students in courses taught on the CC DISTRICT campus.
- 8.2 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the CC DISTRICT campus.
- 8.3 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the CC DISTRICT campus.
- 8.4 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the CC DISTRICT campus.
- 8.5 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT who have approved Section 504 Plans that provide accommodations to the educational environment such as extended time on tests or special seating shall be implemented by the CC DISTRICT upon notice of the accommodations by the K12 DISTRICT. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters shall be provided by the K12 DISTRICT.
- 8.6 Students enrolled in CC DISTRICT courses offered as part of this Agreement at the K12 DISTRICT who have an Individualized Education Program (“IEP”) shall receive all programs and services provided for under the IEP by the K12 DISTRICT. The CC DISTRICT has no responsibility for implementing any portion of a student’s IEP.
- 8.7 The CC DISTRICT and K12 DISTRICT shall jointly draft a Notice to Parents that outlines the rights and responsibilities of students participating in the CCAP Program, and the respective responsibilities of the CC DISTRICT and K12 DISTRICT described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The CC DISTRICT shall appoint an educational administrator, to be specified in the Appendix, who will serve as point of contact to facilitate coordination and cooperation between the CC DISTRICT and the K12 DISTRICT in conformity with CC DISTRICT policies and standards. (Educ. Code § 76004(c)(2).) Among other things, the CC DISTRICT educational administrator, and the K12 DISTRICT educational administrator described in Section 9.2, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCAP program.
- 9.2 Student misconduct in the college course on the CC DISTRICT campus or K12 DISTRICT campuses will be addressed in accordance with the CC DISTRICT Student Code of Conduct. The CC DISTRICT shall report disciplinary issues to the K12 DISTRICT. The CC DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues.
- 9.3 The K12 DISTRICT shall appoint an educational administrator, to be specified in the Appendix, who will serve as point of contact to facilitate coordination and cooperation between K12 DISTRICT and CC DISTRICT in conformity with K12 DISTRICT policies and standards. (Educ. Code § 76004(c)(2).)
- 9.4 The CC DISTRICT will provide K12 DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with CC DISTRICT policy, procedures and academic standards.
- 9.5 The K12 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.
- 9.6 The K12 DISTRICT's personnel will perform services specified in Section 9.5 of this Agreement as part of their regular assignment. K12 DISTRICT personnel performing these services will be employees of K12 DISTRICT, subject to the authority of K12 DISTRICT, but will also be in alignment with the CC DISTRICT's board and administrative policies, specifically with regard to their duties pertaining to the CC DISTRICT courses.
- 9.7 This Agreement requires an annual report as specified in the Appendix, to the office of the CCCCO by each participating CC DISTRICT and K12 DISTRICT on all the following information:

- 9.7.1 The total number of K12 pupils by school site enrolled in each collaboration, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Educ. Code § 76004(u)(1)(A).)
- 9.7.2 The total number of community college courses by course category and type and by school site enrolled in by CCAP collaboration participants. (Educ. Code § 76004(u)(1)(B).)
- 9.7.3 The total number and percentage of successful course completions, by course category and type and by school site, of CCAP collaboration participants. (Educ. Code § 76004(u)(1)(B).)
- 9.7.4 The total number of full-time equivalent pupils generated by CCAP collaboration community college CC DISTRICT participants. (Educ. Code § 76004(u)(1)(D).)
- 9.8 The CC DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

10. APPORTIONMENT

- 10.1 The CC DISTRICT 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 CC DISTRICT conducting a closed course on a K12 school campus shall be credited with those units of FTES attributable to the attendance of eligible K12 pupils. (Educ. Code § 76004(o)(2).)
- 10.3 The CC DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the K12 DISTRICT has been, or shall be, paid an allowance or apportionment. (Educ. Code § 76004(r).)
- 10.4 The attendance of a K12 pupil at the CC DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the CC DISTRICT shall be credited or reimbursed pursuant to Education Code Sections 48802 or 76002, provided that no K12 DISTRICT has received a state allowance or apportionment for the same instructional activity. (Educ. Code § 76004(s).)

11. CERTIFICATIONS

- 11.1 The K12 DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.

- 11.2 The CC DISTRICT certifies that it has not received full compensation for the direct education costs for conducting the courses offered as part of this Agreement from other sources.
- 11.3 The K12 DISTRICT agrees and acknowledges that the CC DISTRICT will claim apportionment for the K12 DISTRICT students enrolled in community college course(s) under this Agreement.
- 11.4 This Agreement certifies that any CC DISTRICT instructor teaching a course on a K12 DISTRICT campus has not been convicted of any sex offense as defined in Education Code Section 87010 or as amended, or any controlled substance offense as defined in Education Code Section 87011 or as amended. (Educ. Code § 7600(h).)
- 11.5 This Agreement certifies that any CC DISTRICT instructor teaching a course at the collaborating K12 school campus has not displaced or resulted in the termination of an existing K12 teacher teaching the same course on that K12 school campus. (Educ. Code § 76004(i).)
- 11.6 This Agreement certifies that a qualified K12 DISTRICT teacher teaching a course offered for college credit at a K12 school campus has not displaced or resulted in the termination of an existing CC DISTRICT faculty member teaching the same course at the CC DISTRICT campus. (Educ. Code § 76004(j).)
- 11.7 The CC DISTRICT certifies that:
 - 11.7.1 A community college course offered for college credit at the collaborating K12 DISTRICT does not reduce access to the same course offered at the CC DISTRICT. (Educ. Code § 76004(k)(1).)
 - 11.7.2 A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. (Educ. Code § 76004(k)(2).)
 - 11.7.3 The Agreement is consistent with the core mission of the CC DISTRICT pursuant to Education Code Section 66010.4, and that pupils participating in this Agreement will not lead displacement of otherwise eligible adults at the CC DISTRICT. (Educ. Code § 76004(k)(3).)
- 11.8 This Agreement certifies that the K12 DISTRICT and the CC DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching an Agreement course offered for K12 credit. (Educ. Code § 76004(l).)

12. PROGRAM IMPROVEMENT

12.1 The CC DISTRICT and the K12 DISTRICT may annually conduct surveys of participating K12 DISTRICT students, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by the K12 DISTRICT for K12 DISTRICT students who enroll in a course(s) offered as part of this Agreement. Permanent records of student enrollment, grades and achievement for CC DISTRICT students shall be maintained by the CC DISTRICT.

13.2 The K12 DISTRICT shall certify that each student interested in participating in CCAP dual enrollment pathway(s) is prepared for college level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, Section 59026(b).

13.2 Each party shall maintain records pertaining to this 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.

15. FACILITIES

15.1 The K12 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 CC DISTRICT or students. The K12 DISTRICT agrees to clean, maintain, and safeguard the K12 DISTRICT's premises. The K12 DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The K12 DISTRICT will furnish instructional course materials and textbooks for all K12 DISTRICT students taking CCAP dual enrollment courses. The K12 DISTRICT will provide standard K12 DISTRICT classroom technology package sufficient to complete classroom instructional tasks. The instructor shall determine the textbooks and instructional materials to be used during each course offered as part of this Agreement. The K12 DISTRICT understands that no textbook or

instructional materials fee may be charged to students except as may be provided for by Education Code Section 49011.

- 15.3 The CC DISTRICT facilities may be used subject to mutual agreement by the parties as expressed in the Appendix.

16. INDEMNIFICATION

- 16.1 The K12 DISTRICT agrees to and shall indemnify, save and hold harmless the CC 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 K12 DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the K12 DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The CC DISTRICT agrees to and shall indemnify, save and hold harmless the K12 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 the CC DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the CC DISTRICT its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 The K12 DISTRICT, in order to protect the CC 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, general liability insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the CC 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 CC DISTRICT.

- 17.2 For the purpose of Workers' Compensation, the K12 DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. The K12 DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective K12 DISTRICT personnel made in connection with performing services and providing instruction under this Agreement. The K12 DISTRICT agrees to hold harmless, indemnify, and defend the CC DISTRICT, and its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by K12 DISTRICT personnel connected with providing services under this Agreement. The K12 DISTRICT is not responsible for non-K12 DISTRICT personnel who may serve as instructors or students who are not affiliated with the K12 DISTRICT.
- 17.3 The CC DISTRICT shall maintain general liability insurance, including educator's legal liability and Sexual Abuse and Molestation (SAM) coverage, in effect throughout the term of this Agreement, in accordance with state law and district insurance practices. Upon written request from the K12 PARTNER, the CC DISTRICT shall provide a Certificate of Insurance (COI) evidencing applicable coverage, including SAM coverage, with insurance limits required by the K12 PARTNER, provided that such limits are reasonable and consistent with customary dual enrollment operations. The Parties may, upon mutual agreement, amend this section via an Addendum to reflect additional coverage types or limits requested by the K12 PARTNER, provided that such coverage is available and authorized under the CC DISTRICT's insurance program. Nothing in this section shall be construed to create an obligation for the CC DISTRICT to acquire or expand insurance coverage beyond what is required under law or district policy without prior written agreement.

18. NON-DISCRIMINATION

- 18.1 Neither the K12 DISTRICT nor the CC DISTRICT shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, marital status, 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:

CC DISTRICT

San Jose Evergreen Community College
40 South Market Street
San Jose, CA 95113

Attention: Dr. Jeremy Brown, Vice Chancellor of Educational Services and Planning

K12 DISTRICT

San Jose Unified School District
855 Lenzen Avenue
San Jose, CA 95126

Attention: Melitta Nerhood, Director Secondary Curriculum, Instruction & EL Services

21. INTEGRATION

- 21.1 This Agreement sets forth the entire agreement between the Parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

- 22.1 No modifications or amendments of any of the terms or provisions of this 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 CC DISTRICT BOUNDARIES

- 24.1 For locations outside the geographical boundaries of the CC DISTRICT 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 K12 or community college CC DISTRICTs and use of non-CC DISTRICT facilities.

25. SEVERABILITY

- 25.1 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.

26. COUNTERPARTS

26.1 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.

Executed on _____.

By: _____
Tracy Morrison, Director, Procurement
San Jose Unified School District (SJUSD)


TT

Tu Tran, SJUSD

By: _____
Vice Chancellor, Administrative Services
San Jose Evergreen Community College (SJECCD)

Evergreen College President

Approved Re: Form and Legality


Cecilia Poon (Apr 7, 2026 14:42:03 PDT)

CC DISTRICT Legal Review

San Jose City College President

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS COLLABORATION AGREEMENT A DUAL ENROLLMENT COLLABORATION AGREEMENT

WHEREAS, the College and Career Access Pathways Collaboration Agreement (“Agreement”) is between San Jose Evergreen Community College [K12 CC DISTRICT, Charter School, or County Office of Education] (“CC DISTRICT”), 40 South Market Street, San Jose, CA 95113, and [K12 CC DISTRICT, Charter School, or County Office of Education] (“K12 DISTRICT”) and

WHEREAS, the CC DISTRICT and the K12 DISTRICT agree to record CC DISTRICT and K12 DISTRICT specific components of the Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of K12 PUPILs to be served and the total number of FTES students projected to be claimed by the CC DISTRICT for those pupils; 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 (Educ. Code § 76004(c)(1); and

WHEREAS, the 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 K12 students to enroll in community college courses (Educ. Code § 76004(c)(1)); and

WHEREAS, participation in the Agreement is consistent with the core mission of the community colleges pursuant to Education Code Section 66010.4, and that pupils participating in the Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college (Educ. Code § 76004(k)(3));

NOW THEREFORE, the CC DISTRICT and K12 DISTRICT agree as follows:

1. AGREEMENT

- a. The CC DISTRICT and K12 DISTRICT shall ensure that a public meeting is held by each party in the review and approval of this CCAP Agreement. (Educ. Code § 76004(b).)
- b. The CC DISTRICT shall file this Agreement with the CCCCCO prior to the start of the collaboration. (Educ. Code § 76004(c)(3).)
- c. The CC DISTRICT and K12 DISTRICT shall review and establish new or amended Agreements annually on or before June 30 and follow the protocols set forth in (a) and (b) of this section.

- d. The CC DISTRICT and K12 DISTRICT point of contact (Educ. Code § 76004(c)(2).):

LOCATION	NAME	TELEPHONE	EMAIL
CC DISTRICT:	Dr. Jeremy Brown, Vice Chancellor of Educational Services and Planning	408-223-6729	jeremy.brown@sjeccd.edu
K12 DISTRICT:	Melitta Nerhood, Director Secondary Curriculum, Instruction & EL Services	408-535-6000	mnerhood@sjusd.org

2. STUDENT SELECTION

- a. Minimum School Day - The K12 DISTRICT shall certify that it shall teach K12 DISTRICT students participating as part of the Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code Sections 46141 and 46142. In all circumstances the CC DISTRICT shall claim allowable FTES for the enrollment of K12 students in an Agreement community college course.
- b. The K12 DISTRICT shall select pupils consistent with the intent of AB 288 to include: K12 pupils “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 education or preparation for transfer, improving high school graduation rates, or helping high school pupils to achieve college and career readiness” and “underrepresented pupils, which “may include first-time college students, low-income students, students who are current or former foster youth, homeless students, students with disabilities, and students with dependent children.” (Educ. Code § 76004(a)(1).)
- c. The CC DISTRICT and K12 DISTRICT shall certify that participating students will have a signed parental consent form on file with the CC DISTRICT. (Educ. Code § 76004(c)(1).)
- d. The CC DISTRICT and K12 DISTRICT shall certify that participating students may enroll in up to a maximum of 15 units load per term, the units may not constitute more than four (4) community college courses per term, the units are part of an academic (educational) program identified as part of this Agreement and the units are part of an academic program designed to award students both a high school diploma and an associate degree or a certificate or credential. (Educ. Code §§ 76004(p)(1) through (3).)
- e. The CC DISTRICT and K12 DISTRICT shall certify that they understand that the statewide number of FTES claimed as special admits cannot exceed ten (10) percent of the total number of FTES claimed statewide. The statewide 10 percent FTES cap on special admits includes both non-AB 288 and AB 288 students.

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

- a. The CC DISTRICT is responsible for all educational program(s) and course(s) offered as part of this Agreement whether the educational program(s) and course(s) are offered at the K12 DISTRICT or the CC DISTRICT.

4. MANDATED ANNUAL STATE REPORTING

- a. The CC DISTRICT and the K12 DISTRICT shall ensure accurate and timely reporting of the total number of FTES generated by CCAP collaboration community college CC DISTRICT participants.
- b. The CC DISTRICT and the K12 DISTRICT shall report the annual total number of K12 pupils by school site enrolled in each Agreement, aggregated by gender and ethnicity and shall be reported annually in compliance with all applicable state and federal privacy laws. The CC DISTRICT shall annually report the pupil data to the CCCCCO. (Educ. Code § 76004(u)(1)(A).)
- c. The CC DISTRICT and the K12 DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this Agreement. (Educ. Code § 76004(u)(1)(B).)
- d. The CC DISTRICT and K12 DISTRICT shall report the annual total number and percentage of successful course completions, by course category and type and by school site. (Educ. Code § (u)(1)(C).)
- e. The CC DISTRICT and K12 DISTRICT shall report the annual total number of FTES generated by this Agreement. (Educ. Code § 76004(u)(1)(D).)
- f. The CC DISTRICT and K12 DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within thirty (30) days of the end of the term.
- g. The CC DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).

5. AGREEMENT DATA MATCH AND REPORTING

- a. The CC DISTRICT and the K12 DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. The CC DISTRICT shall report all program and participating student data to the CCCCCO.

6. PRIVACY OF STUDENT RECORDS

- a. The CC DISTRICT and the K12 DISTRICT understand and agree that education records of students enrolled in the CCAP course(s) and personally identifiable information contained in those educational records are subject to the FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99), including the disclosure provisions of Section 99.30 and state law as set forth in Education Code Sections 49064 and 49076. The CC DISTRICT and K12 DISTRICT agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b) and § 99.34(b); Educ. Code §§ 49064 and 49076.)
- b. Limitation on Use. The CC DISTRICT and K12 DISTRICT shall use each student education record that he or she may receive pursuant to this 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 and § 99.34; Educ. Code § 49076.)
- c. Recordkeeping Requirements. The CC DISTRICT and K12 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 Section 99.32 and under Education Code Section 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on the Agreement, the CC DISTRICT and K12 DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. Section 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.

7. FACILITIES USE

- a. The CC DISTRICT and K12 DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.
- b. The CC DISTRICT, as part of Section 15.3 of this Agreement, shall extend access and use of the following CC DISTRICT facilities:

BUILDING	CLASSROOM	DAYS	HOURS

8. EMPLOYER OF RECORD:

The K12 DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Educ. Code § 76004(m)(1).)

9. SCOPE, NATURE, TIME, LOCATION, AND LISTING OF OFFERED COURSES

SITE(S)	COURSE NAME AND NUMBER (SCOPE)	NATURE (CTE, Cal-GETC, Other)	TERM(S)	BOOKS AND SUPPLIES (COST)

****Course list will be updated annually by mutual agreement.**

10. CRITERIA TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM COURSES

All recommendations, or determinations, of any K12 DISTRICT pupil’s ability to benefit from a CC DISTRICT course will be determined by the K12 DISTRICT’S assessment of the pupil’s current K12 DISTRICT course work.

11. MINIMUM QUALIFICATIONS

Minimum qualifications must be in accordance with the publication titled “Minimum Qualifications for Faculty and Administrators for the California Community Colleges.”

ATTACHMENT | COURSES OFFERED

SJCC

SITE(S)	COURSE NAME AND NUMBER	NATURE (CTE, Cal-GETC, Other)	TERM	BOOKS AND SUPPLIES (COST)
Gunderson	ETH-037A: Mexican American History I	CalGETC	FA	
Leland	ETH-037A: Mexican American History I	CalGETC	FA	
Leland	PSYC-C1000: Introduction to Psychology	CalGETC	FA	
Leland	MATH-073: Multivariable Calculus	CalGETC	FA	
Leland	JAPAN-001A: Elementary Japanese I	Transfer	FA	
Leland	JAPAN-002A: Intermediate Japanese I	Transfer	FA	
Leland	JAPAN-002B: Intermediate Japanese II	Transfer	FA	
Leland	SL-001A: American Sign Language I	Transfer	FA	
Pioneer	SL-001A: American Sign Language I	Transfer	FA	
Pioneer	JAPAN-001A: Elementary Japanese I		FA	
Pioneer	ETH-037A: Mexican American History I	CalGETC	FA	
SJHS	BUS-082: Introduction to Business	CTE	FA	
SJHS	CIS-041: Introduction to Computer Information Systems	CTE	FA	
SJHS	AJ-010: Introduction to Administration of Justice	Transfer	FA	
SJHS	PSYC-C1000: Introduction to Psychology	CalGETC	FA	
SJHS	HED-011: Dynamic Health Concepts	CTE	FA	
Gunderson	ETH-037B: Mexican American History II	CalGETC	SP	

Leland	ETH-037B: Mexican American History II	CalGETC	SP	
Leland	SOC-010: Introduction to Sociology	CalGETC	SP	
Leland	MATH-078: Differential Equations	CalGETC	SP	
Leland	JAPAN-001B: Elementary Japanese II	Transfer	SP	
Leland	JAPAN-002A: Intermediate Japanese I	Transfer	SP	
Leland	JAPAN-002B: Intermediate Japanese II	Transfer	SP	
Leland	SL-001B: American Sign Language II	Transfer	SP	
Pioneer	SL-001B: American Sign Language II	Transfer	SP	
Pioneer	JAPAN-001B: Elementary Japanese II	Transfer	SP	
Pioneer	ETH-037B: Mexican American History II	CalGETC	SP	
SJHS	BUS-068: Entrepreneurship and Small Business Management	CTE	SP	
SJHS	BUS-120: Marketing Principles	CTE	SP	
SJHS	AJ-019: Law Enforcement in Multicultural Communities	Transfer	SP	
SJHS	HSCI-008: Medical Terminology	CTE	SP	
SJHS	HED-010: Intro to Public Health	CTE	SP	

Signature: *Tu Tran*

Tu Tran (Apr 17, 2026 10:09:51 PDT)

Email: tatran@sjusd.org