

Agenda

SUTTER COUNTY BOARD OF EDUCATION

Regular Meeting

Wednesday, May 8, 2024 - 5:30 p.m.

Sutter County Superintendent of Schools Office

970 Klamath Lane – Board Room

Yuba City, CA 95993

NOTICE TO THE PUBLIC

Public Hearings

- CCAP Partnership Agreement with Yuba Community College District

A full Board packet is available for review at the Sutter County Superintendent of Schools Office Reception Desk, 970 Klamath Lane, Yuba City, CA (8:00 a.m. – 5:00 p.m., Monday through Friday – excluding legal holidays) and the Sutter County Superintendent of Schools’ website at www.sutter.k12.ca.us.

5:30 p.m.

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Roll Call of Members:

June McJunkin, Trustee Area 2, President

Victoria Lachance, Trustee Area 5, Vice President

Gurv Pamma, Trustee Area 1, Member

Kash Gill, Trustee Area 3, Member

Harjit Singh, Trustee Area 4, Member

4.0 Items of Public Interest to Come to the Attention of the Board

Members of the public are given an opportunity to address the Board regarding items not listed on the agenda. *The California Government Code, Section 54954.3(a) states, “.....no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.*

5.0 Consent Agenda

[Action Item]

5.1 Approval of Minutes of April 10, 2024

- 5.2 Donations
 - Conrads Closet
 - Syaor Charitable Foundation

- 6.0 Public Hearing on CCAP Partnership Agreement with Yuba Community College District – Joe Hendrix, Deputy Superintendent

- 7.0 2024-2025 Lozano Smith Agreement Renewal **[Action Item]**

- 8.0 Technology Department Update
Chris Osborne, Director

- 9.0 Quarterly Report on Williams/Valenzuela Uniform Complaints (January 1, 2024 – March 31, 2024) – Brian Gault Assistant Superintendent

Education Code 35186 requires the county superintendent to report on the number and nature of complaints filed for:
 - 1) Textbooks and instructional materials
 - 2) Teacher vacancies or miss-assignments
 - 3) Facilities and conditions
There were no complaints filed during the period of January – March 2024.

- 10.0 Business Services Report
 - 10.1 Monthly Financial Report – April 2024 – Nic Hoogeveen, Director

- 11.0 Quarterly Facilities Update – James Peters, Director

- 12.0 Items from the Superintendent/Board

- 13.0 Adjournment

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board Meeting room, to access written documents being discussed at the Board Meeting, or to otherwise participate at Board Meetings, please contact the Superintendent's Office at 530-822-2900 for assistance. Notification at least 48 hours prior to the meeting will enable the Superintendent's Office to make reasonable arrangements to ensure accessibility to the Board Meeting and to provide any required accommodations, auxiliary aids or services.

All Open Session Agenda related documents, including materials distributed less than 72 hours prior to the scheduled meeting, are available to the public for viewing at the Sutter County Superintendent of Schools Office located at 970 Klamath Lane, Yuba City, CA 95993.

Unapproved Minutes

SUTTER COUNTY BOARD OF EDUCATION

Regular Meeting

Wednesday, April 10, 2024 - 5:30 p.m.

1.0 Call to Order

President McJunkin, 5:30 p.m., April 10, 2024, at the Sutter County Superintendent of Schools Office, 970 Klamath Lane, Yuba City, California, called a regular meeting of the Sutter County Board of Education to order.

2.0 Pledge of Allegiance

Deputy Superintendent Joe Hendrix led the pledge of Allegiance

3.0 Roll Call of Members:

June McJunkin, Trustee Area 2, President- Present
Victoria Lachance, Trustee Area 5, Vice President- Present
Gurv Pamma, Trustee Area 1, Member- Present
Kash Gill, Trustee Area 3, Member- Present
Harjit Singh, Trustee Area 4, Member-Present

4.0 Items of Public Interest to Come to the Attention of the Board

None

5.0 Approve the following Minutes of the Sutter County Board of Education

A motion was made to approve the March 13, 2024 minutes

Motion: Singh Seconded: Lachance

Action: Motion Carried

Ayes: 3 (Lachance, Gill and McJunkin)

Noes: 0

Absent: 0

Abstain: 2 (Gill and Pamma)

6.0 Lisa Gault, Director of the TCIP department updated the board on The Teacher Induction program which brings in \$150 thousand, Career Technical Education which brings in 20 thousand and Clear Administrative Services Credential Program, which brings in

60 thousand. The department is busy building relationships, providing ongoing support, collecting data and growing the TCIP Program. They will have an end of program celebration May 15th From 4-5:30 pm at Boyd Hall.

7.0 Annual Performance Report: AeroSTEM Academy

Joe Hendrix, Deputy Superintendent updated the board on academic performance. California School Dashboard data was added to the overview on page 4 as well as to specific subgroup outcomes on pages 11 through 15. The California School Dashboard data supported our previous conclusions regarding AeroSTEM Academy's academic performance. As far as Financial Health and Sustainability Action plans were added for the measures listed below due to determinations changing from "Undetermined" or "Meets Standard" to "Does Not Meet Standard" or "Falls Far Below Standard" (pages 33-36).

"Reserves" changed to "Falls Far Below Standard" due to having an Unrestricted Ending Fund Balance that was less than 5% of Total Expenditures (Pg. 33).

"Total Margin" changed to "Falls Far Below Standard" due to having a "Current Year Total Margin" ratio of negative 4.38% (Pgs. 33-34). "Debt to Asset Ratio" changed to "Does not Meet Standard" due to having a Debt Asset Ratio of 0.93 (Pg.34).

"One Year Cash Flow" changed to "Does Not Meet Standard" due to having a negative cash flow (Pg.35)

"Audit Performance" changed to "Falls Far Below Standard" due to having a qualified opinion (Pgs. 35-36).

AeroSTEM needs to build a reserve, spend less than they bring in, increase students, Joe Clark is working hard to keep the school open. Joe Hendrix believes academics will continue to go up and finance is still a concern.

8.0 Business Services Report- Tom Reusser, Superintendent

8.1 Monthly Financial Report – March 2024

8.2 Facilities Update – Ron Sherrod

9.0 Superintendents Salary Committee Report

Superintendent Salary Committee, Victoria Lachance and Kash Gill, met on April 5, 2024 With Ron Sherrod, Assistant Superintendent of Business Services. Our last meeting to discuss the Superintendent salary was February 17, 2023 to move the Superintendent to Level 4 with a 3% increase to

the levels and added Levels 4, 5, and 6 and revised the differences between levels from 4% to 3.5%. In addition, a \$1,200 Cell Phone stipend was added.

These adjustments were adopted in March 2023. We went over current comparable 2023-2024 superintendent salary schedules that Ron Sherrod provided the committee.

The committee recommends that the Sutter County perintendent salary schedule be adjusted as presented with a 5.5% adjustment and the Superintendent be advanced to Level 5, retroactive to July 1, 2023.

A motion was made to approve the salary adjustment as stated Level 5. Retroactive to July 1, 2023.

Motion: Singh Seconded: Lachance
Action: Motion Carried
Ayes: 3 (Pamma, Gill and McJunkin)
Noes: 0
Absent: 0
Abstain: 0

10.0 Items from the Superintendent/Board

- a. Conducted SELPA interviews
- b. Shady Creek Foundation update
- c. Graduation Season is coming- Get dates for board members
- d. Tom will attend Sutter Grad, Vicki will attend East Nicolaus, Harjit will attend RVHS
- e. South Point meeting on the 18th at 6pm at the Fire station
- f. June was very impressed by the Career Fair stating it was beautifully done, kudos to Bob, Lorilee and Kelle.
- g. CCBE/CSBA updates and discussion

11.0 A motion was made to adjourn the meeting at 6:10 p.m

Motion: Gill Seconded: Pamma
Action: Motion Carried
Ayes: 3 (Lachance, Singh, and McJunkin)
Noes: 0
Absent: 0
Abstain: 0

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BOARD AGENDA ITEM: Donations

BOARD MEETING DATE: May 8, 2024

AGENDA ITEM SUBMITTED FOR: PREPARED BY:
 Action Maggie Navarro
 Reports/Presentation SUBMITTED BY:
 X Information Ron Sherrod
 Public Hearing PRESENTING TO BOARD:
 Other (specify) Ron Sherrod

BACKGROUND AND SUMMARY INFORMATION:

<u>Donor</u>	<u>Value</u>	<u>Purpose</u>
Various SCSOS employees	\$230.00	Shady Creek Conrad's Closet
Syaor Charitable Foundation	\$7,000.00	Sponsor 20 students for Shady Creek

	<u>22-23 Year</u>	<u>Current Period</u>	<u>To Date</u>
Total Donations-Cash	\$840.00	\$7,230.00	\$8,070.00
Total Donations-Value	\$0.00	\$0.00	\$0.00
Total Donations	\$840.00	\$7,230.00	\$8,070.00

**SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
GIFT AND DONATION FORM**

Donor Identification	<input checked="" type="radio"/> Individual	<input type="radio"/> Business
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Donor Name: SYAOR CHARITABLE FOUNDATION INC. Phone: _____
Address: 1558 STAR DRIVE City/State YUBA CITY Zip: 95993
Business only: Position: _____
Phone: _____ Type of Business: _____

Gift or Donation:	<input type="radio"/> Cash	<input checked="" type="radio"/> Check	Dollar Amount: <u>\$\$ 7,000.00</u>
	<input type="radio"/> Other (List item below)		
Date of Donation:	<u>4/15/2024</u>		

Donation for sponsorship for 20 students

Intent of Gift or Donation: Sponsorship for 20 students
Working Condition: _____
Estimated Dollar Value \$\$ 7,000.00
Donated To (Site/Program): SHADY CREEK OUTDOOR SCHOOL & EVENTS
Site/Program Administrator: Christopher Little
Typed Name
Asst. Superintendent/Director for Dept.: Kristi Johnson
Typed Name
Signature
Signature
Delivery Date: _____ Delivered By: _____
Received By: Christopher Little

For Business Office Use Only

Assistant Superintendent Business Services [Signature]
Signature

Revenue Code: _____
Review Comments: _____

Board Agenda Date: _____

**SUTTER COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
GIFT AND DONATION FORM**

Donor Identification	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Business
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Donor Name: Sutter County Superintendent of Schools Phone: _____
Address: 970 Klamath Lane City/State Yuba City CA. Zip: 95993
Business only: Position: _____
Phone: _____ Type of Business: _____


Gift or Donation:	<input checked="" type="checkbox"/> Cash	<input type="checkbox"/> Check	Dollar Amount: \$ <u>230.00</u>
	<input type="checkbox"/> Other (List item below)		
Date of Donation:	_____		

Various SCSOS employees donated to Conrad's closet

Intent of Gift or Donation: _____
Working Condition: _____

Estimated Dollar Value \$230.00

Donated To (Site/Program): Shady Creek Outdoor School & Event

Site/Program Administrator: Chris Little, Director 
Typed Name Signature

Asst. Superintendent/Director for Dept.: Kristi Johnson 
Typed Name Signature

Delivery Date: 04/01/24

Delivered By: Maggie Navarro

Received By: Satty Sangha

For Business Office Use Only

Assistant Superintendent Business Services 
Signature

Revenue Code: 01-9213-0-8699-00-0000-0000-412-512-0000-00

Review Comments: _____

Board Agenda Date: _____

BOARD AGENDA ITEM: CCAP Partnership Agreement with Yuba Community College

BOARD MEETING DATE: May 8, 2024

AGENDA ITEM SUBMITTED FOR:

PREPARED BY: Joe Hendrix and

Action

SUBMITTED BY: Joe Hendrix

Reports/Presentation

Information

PRESENTING TO BOARD:

X

Joe Hendrix

Public Hearing

Other (specify)

BACKGROUND AND SUMMARY INFORMATION:

CCAP Partnership Agreement with Yuba Community College.

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

Begin date: July 1, 2024

End date: June 30, 2027

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between Yuba Community College District (“COMMUNITY COLLEGE DISTRICT”), 3301 East Onstott Road, Yuba City, CA 95991, and Sutter County Superintendent of Schools Office (“COUNTY OFFICE OF EDUCATION”), 970 Klamath Lane, Yuba City, CA 95993. COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will collectively be referred to as “PARTIES,” or individually as “PARTY.”

RECITALS

WHEREAS, the mission of the COMMUNITY COLLEGE DISTRICT includes providing educational programs and services that are responsive to the needs of the students and communities within the 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, COUNTY OFFICE OF EDUCATION is a public COUNTY OFFICE OF EDUCATION serving the most vulnerable student populations located within the regional service area of COMMUNITY COLLEGE DISTRICT unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

WHEREAS, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION 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 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 technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness” 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.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) Sec. 1 (d)); 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 and COMMUNITY COLLEGE DISTRICT; and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of California Community Colleges pursuant to Education Code 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 (Ed. Code, § 76004, subd. (k)(2)); and

NOW THEREFORE, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for three (3) years beginning on July 1, 2024 and ending on June 30, 2027, unless otherwise terminated in accordance with Section 23 of this CCAP Agreement. The PARTIES may agree to renew the term of this CCAP Agreement on such terms and conditions as mutually agreed by the PARTIES.
- 1.2 This CCAP Agreement outlines the terms of the PARTIES' agreement. The CCAP Agreement Appendix A shall specify additional detail regarding, but not limited to, the total number of high school pupils 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 the criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix A shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, parental consent form and principal recommendation for high school pupils to enroll in community college courses. (Ed. Code, § 76004, subd. (c)(1).)
- 1.3 The CCAP Agreement Appendix A shall identify points of contact for COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION who will serve as the Educational Administrators for the CCAP Agreement. (Ed. Code, § 76004, subd. (c)(2).)
- 1.4 A copy of the CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)
- 1.5 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decision-making authority regarding the career technical education pathways to be provided under the partnership. (Ed. Code, § 76004, subd. (b)(1).)
- 1.6 The governing board of each PARTY, at an open public meeting of that board, shall present the CCAP Agreement as an informational item, take comments from the public and approve or disapprove the proposed CCAP Agreement. (Ed. Code, § 76004, subd. (b)(2).)

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 COUNTY OFFICE OF EDUCATION have been approved in accordance with the policies and guidelines of COMMUNITY COLLEGE DISTRICT and applicable law. (Ed. Code, § 76004, subd. (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.” (Assem. Bill No. 288 (2015- 2016 Reg. Sess.) Sec. 1 (d).)
- 2.3 Pupil or Student – A resident or nonresident student attending high school in California. High school includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates. High school pupils enrolled in college classes who are classified as nonresident special part-time students

for tuition purposes shall be eligible for a waiver of nonresident tuition while still in high school in California. COMMUNITY COLLEGE DISTRICT cannot claim apportionment for nonresident special part-time students. (Ed. Code, §§ 76004, subd. (a)(2), 76140)

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

- 3.1 Student Eligibility – COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION are entering into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities to high school 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, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils achieve college and career readiness” 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.” (Ed. Code, § 76004, subd. (a); Assem. Bill No. 288 (2015-2016 Reg. Sess.) 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 COMMUNITY COLLEGE DISTRICT and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix A. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall comply with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COMMUNITY COLLEGE DISTRICT and shall comply with the admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy. The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will jointly ensure each selected student has met all the enrollment requirements.
- 3.4 Student Records – Students will be required to follow the COMMUNITY COLLEGE DISTRICT process when requesting an official COMMUNITY COLLEGE DISTRICT transcript for grade submission to the COUNTY OFFICE OF EDUCATION unless otherwise specified in Appendix A.
- 3.5 Priority Enrollment –COMMUNITY COLLEGE DISTRICT for purposes of this section, a special part-time student may enroll in up to, and including, 11 units per semester, or the equivalent thereof, at the community college.

(e) (1) Except as provided in paragraph (2), the governing board of a community college district shall assign a low enrollment priority to special part-time or full-time students described in subdivision (a) in order to ensure that these students do not displace regularly admitted students.

(2) This subdivision does not apply to a student attending a middle college high school as described in Section 11300, if the student is seeking to enroll in a community college course that is required for the student’s middle college high school program as described in Education Code section 11300 and consistent with middle college high school provisions in Education Code section

- 3.6 As part of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall not provide physical education course opportunities to high school pupils or any other course opportunities that do not assist in the attainment of at least one of the goals associated with developing seamless pathways from high school, including continuation high school, to community college for career technical

education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve career and college readiness. (Ed. Code, § 76004, subd. (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 Education Code section 76004, subdivision (p). 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 CCAP 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 COUNTY OFFICE OF EDUCATION shall certify that it shall teach COUNTY OFFICE OF EDUCATION 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 sections 46141 and 46142.
- 3.9 COUNTY OFFICE OF EDUCATION is aware and acknowledges that COMMUNITY COLLEGE DISTRICT may enter into CCAP Agreements with other school districts or county offices of education. All CCAP agreements will include all terms required by law, although the specific terms of such agreement may be modified. However, CCAP agreements with other school districts or county offices of education will not modify, alter, or extinguish the rights and duties of COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION under this CCAP Agreement.
- 3.10 COMMUNITY COLLEGE DISTRICT recognizes that the COUNTY OFFICE OF EDUCATION may contract with other local education agencies (LEAs) to participate in dual enrollment courses and activities through the COUNTY OFFICE OF EDUCATION's CCAP Agreement with COMMUNITY COLLEGE DISTRICT.
- 3.11 COUNTY OFFICE OF EDUCATION recognizes that COMMUNITY COLLEGE DISTRICT may contract with LEAs outside of this CCAP Agreement.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures. Both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION 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 COUNTY OFFICE OF EDUCATION agrees to assist COMMUNITY COLLEGE DISTRICT in the admission and registration of COUNTY OFFICE OF EDUCATION students as may be necessary and requested by COMMUNITY COLLEGE DISTRICT.
- 4.4 The COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT understand and agree that successful COMMUNITY COLLEGE DISTRICT admission and registration requires that each participating student has completed the COMMUNITY COLLEGE DISTRICT enrollment application process.

5. PARTICIPATING STUDENTS

Participating students are defined as students within the COUNTY OFFICE OF EDUCATION, students participating through the COUNTY OFFICE OF EDUCATION, or students of LEAs participating through COUNTY OFFICE OF EDUCATION's CCAP Agreement. This definition includes students from other schools, school districts, LEAs, or county offices of education, and individuals aged 13-19 who reside within the boundaries of a participating LEA or the COUNTY OFFICE OF EDUCATION who have their parent

and school designee approval from their original school and the COUNTY OFFICE OF EDUCATION approves their participation.

- 5.1 A high school pupil enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).) The Governing Board of COMMUNITY COLLEGE DISTRICT shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subds. (p) & (q).)
- 5.2 The total cost of books and instructional materials for COUNTY OFFICE OF EDUCATION students who enroll in a COMMUNITY COLLEGE DISTRICT course offered as part of this CCAP Agreement will be specified in Appendix A to this Agreement.
- 5.3 Unless otherwise provided for in Appendix A, COUNTY OFFICE OF EDUCATION will furnish, at their own expense, all books, instructional materials, specialized equipment, and other necessary equipment for all students. The PARTIES agree that such equipment and materials are the sole property of COUNTY OFFICE OF EDUCATION. COMMUNITY COLLEGE DISTRICT policies may be utilized as appropriate should an individual student damage or fail to return such equipment or materials. COUNTY OFFICE OF EDUCATION shall determine the type, make, and model or all equipment and materials to be used during each course.
- 5.4 Students must first obtain approval from their Counselor and Principal through the COUNTY OFFICE OF EDUCATION OR PARTICIPATING SCHOOL/LEA before enrolling in a course offered as part of this CCAP Agreement. Students must also submit written and signed parental or guardian consent to both PARTIES to participate and enroll in CCAP Agreement Courses. A student only needs to submit one parental or guardian consent form and Principal recommendation for the duration of the pupil's participation in the CCAP Agreement Courses.
- 5.5 Participating students must meet all COMMUNITY COLLEGE DISTRICT prerequisite requirements as established by COMMUNITY COLLEGE DISTRICT and stated in the COMMUNITY COLLEGE DISTRICT catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.6 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COMMUNITY COLLEGE DISTRICT transcript.
- 5.7 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COMMUNITY COLLEGE DISTRICT for information regarding applicable policies and procedures.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COMMUNITY COLLEGE DISTRICT credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines to receive COMMUNITY COLLEGE DISTRICT credit. Transcripts will be annotated according to COMMUNITY COLLEGE DISTRICT policy.
- 5.9 A course dropped according to COMMUNITY COLLEGE DISTRICT policies and before the COMMUNITY COLLEGE DISTRICT withdrawal deadline will not appear on the COUNTY OFFICE OF EDUCATION or COMMUNITY COLLEGE DISTRICT transcript. A course dropped after the COMMUNITY COLLEGE DISTRICT withdrawal deadline will appear as a "W" on the COMMUNITY COLLEGE DISTRICT transcript.

5.10 Both COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will provide ancillary and support services for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

6. CCAP AGREEMENT COURSES

- 6.1 The COMMUNITY COLLEGE DISTRICT may limit enrollment in CCAP courses offered pursuant to this CCAP Agreement solely to eligible high school pupils if the courses are offered at a high school campus, either in person or using an online platform, during the regular school day. (Ed. Code, § 76004, subd. (o)(1).)
- 6.2 The PARTIES agree to follow COUNTY OFFICE OF EDUCATION's academic calendar under the condition that courses are scheduled in such a way that the hour requirements as described in the course outlines of record are met.
- 6.3 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered as part of the CCAP Agreement regardless of whether the course and educational program is offered on site at the COUNTY OFFICE OF EDUCATION or at the COMMUNITY COLLEGE DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COMMUNITY COLLEGE DISTRICT shall be determined by the COMMUNITY COLLEGE DISTRICT, in consultation with the COUNTY OFFICE OF EDUCATION, with the approval of the COMMUNITY COLLEGE DISTRICT Governing Board and will be recorded in Appendix A to this CCAP Agreement. (Ed. Code, § 76004, subd. (c)(1).) Representatives from the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION will collaborate to ensure that course selection, timing, and placement does not conflict with existing courses offered at the COUNTY OFFICE OF EDUCATION site.
- 6.5 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall jointly review and approve courses offered as part of the CCAP Agreement.
- 6.6 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be of the same quality and rigor as those offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be listed in the COMMUNITY COLLEGE DISTRICT catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall adhere to the official course outline of record and the student learning outcomes established by the associated COMMUNITY COLLEGE DISTRICT academic department.
- 6.9 Any COUNTY OFFICE OF EDUCATION instructor who teaches a course offered as part of this CCAP Agreement shall enter into an additional written agreement with COMMUNITY COLLEGE DISTRICT.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COMMUNITY COLLEGE DISTRICT as well as any corresponding policies, practices, and requirements of the COUNTY OFFICE OF EDUCATION. In the event of a conflict between COMMUNITY COLLEGE DISTRICT course related regulations, policies, procedures, prerequisites, and standards and

COUNTY OFFICE OF EDUCATION policies, practices, and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.11 Site visits and instructor evaluations by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the COUNTY OFFICE OF EDUCATION to ensure that courses offered as part of this CCAP Agreement in the COUNTY OFFICE OF EDUCATION are the same as the courses offered on the COMMUNITY COLLEGE DISTRICT campus, either in person or using an online platform, and comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes, and regulations.
- 6.14 The COMMUNITY COLLEGE DISTRICT has the primary right to control and direct the instructional activities of all instructors teaching courses pursuant to the CCAP Agreement, including those who are COUNTY OFFICE OF EDUCATION employees but are teaching CCAP Agreement courses for COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will exercise this right in consultation with COUNTY OFFICE OF EDUCATION.
- 6.15 This CCAP Agreement certifies that any pretransfer-level course taught by COMMUNITY COLLEGE DISTRICT faculty at a COUNTY OFFICE OF EDUCATION campus, either in person or using an online platform, shall be offered only to high school 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 COUNTY OFFICE OF EDUCATION, and shall involve collaborative effort between the COUNTY OFFICE OF EDUCATION and the COMMUNITY COLLEGE DISTRICT faculty to deliver an innovative pretransfer course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)
- 6.16 The California Community College Chancellor's Office must approve the degree and certificate programs that are included in the CCAP Agreement. Courses offered must be part of the programs approved by the Chancellor's Office unless the COMMUNITY COLLEGE DISTRICT received delegated authority to approve those courses separately locally.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in the discipline of the course 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 COMMUNITY COLLEGE DISTRICT. The minimum qualifications for instruction are listed in the CCAP Agreement Appendix A.
- 7.2 The CCAP Agreement Appendix A shall specify whether COUNTY OFFICE OF EDUCATION or COMMUNITY COLLEGE DISTRICT will be the employer of record for purposes of assignment monitoring and reporting to the COUNTY OFFICE OF EDUCATION. (Ed. Code, § 76004, subd. (m)(1).)
- 7.3 When an instructor is teaching a CCAP Agreement course(s) as an employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code,

§ 76004, subd. (m)(2).) When an instructor is teaching a CCAP Agreement course(s) as an employee of the COUNTY OFFICE OF EDUCATION, the COUNTY OFFICE OF EDUCATION will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor. (Ed. Code, § 76004, subd. (m)(2).)

- 7.4 Instructors who teach COMMUNITY COLLEGE DISTRICT 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. Instructors must be physically present in the classroom or lab or within line-of- sight of the students.
- 7.5 Instructors who teach COMMUNITY COLLEGE DISTRICT courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 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 CCAP Agreement or otherwise provide services on a COUNTY OFFICE OF EDUCATION school site.
- 7.6 Prior to teaching, faculty provided by the COUNTY OFFICE OF EDUCATION shall receive discipline-specific training and orientation from the COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. The COMMUNITY COLLEGE DISTRICT shall approve and provide said training.
- 7.7 Faculty provided by the COUNTY OFFICE OF EDUCATION will participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and research and development in the field.
- 7.8 The COMMUNITY COLLEGE DISTRICT shall evaluate faculty performance using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of the Governing Board.
- 7.9 The COMMUNITY COLLEGE DISTRICT will determine and select instructors to teach CCAP Agreement Courses. The COMMUNITY COLLEGE DISTRICT may select instructors from COUNTY OFFICE OF EDUCATION personnel nominated by COUNTY OFFICE OF EDUCATION, or other sources. COUNTY OFFICE OF EDUCATION personnel will perform instructional duties on duty time. COUNTY OFFICE OF EDUCATION personnel selected to be instructors remain employees of the COUNTY OFFICE OF EDUCATION, subject to the authority of the COUNTY OFFICE OF EDUCATION and the COUNTY OFFICE OF EDUCATION's collective bargaining agreement, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties as instructors. COMMUNITY COLLEGE DISTRICT will exercise this authority in consultation with COUNTY OFFICE OF EDUCATION. COUNTY OFFICE OF EDUCATION personnel selected to be instructors may be paid by the COUNTY OFFICE OF EDUCATION as part of their contract workload or by the COMMUNITY COLLEGE DISTRICT if the instruction is outside of their COUNTY OFFICE OF EDUCATION contract workload. When the instructor is paid by the COMMUNITY COLLEGE DISTRICT, the instructor will be paid at the rate established under the COMMUNITY COLLEGE DISTRICT part-time faculty bargaining agreement.
- 7.10 Where the instructor is not a paid employee of the COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE DISTRICT will have an additional written agreement with each instructor requiring student attendance and FTES to be reported by the instructor as required by the

COMMUNITY COLLEGE DISTRICT and stating the COMMUNITY COLLEGE DISTRICT has the right to control and direct the instructional activities of the instructor.

- 7.11 The COMMUNITY COLLEGE 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 COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same standards of achievement as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.2 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same grading standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.3 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.4 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION shall be held to the same behavioral standards as those expected of students in courses taught on the COMMUNITY COLLEGE DISTRICT campus.
- 8.5 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION 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 COMMUNITY COLLEGE DISTRICT upon notice of the accommodations by the COUNTY OFFICE OF EDUCATION. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the COUNTY OFFICE OF EDUCATION.
- 8.6 Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement at the COUNTY OFFICE OF EDUCATION who have an Individualized Education Program (“IEP”) shall receive all programs and services provided for under the IEP by the COUNTY OFFICE OF EDUCATION. The COMMUNITY COLLEGE DISTRICT has no responsibility for implementing or accommodating any portion of a student’s IEP. Students enrolled in COMMUNITY COLLEGE DISTRICT courses offered as part of this CCAP Agreement may contact the COMMUNITY COLLEGE DISTRICT’s Disabled Students Programs & Services (“DSPS”) office to request an accommodation(s) and provide information. DSPS will follow COMMUNITY COLLEGE DISTRICT procedure in determining the appropriate accommodation for a CCAP Agreement course(s). The COMMUNITY COLLEGE DISTRICT has responsibility for implementing the accommodation offered and provided by DSPS.
- 8.7 The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION 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 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION described in this Agreement.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COMMUNITY COLLEGE DISTRICT shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION in conformity with COMMUNITY COLLEGE DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).) Among other things, the COMMUNITY COLLEGE DISTRICT Educational Administrator and the COUNTY OFFICE OF EDUCATION 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 or related to the CCAP program.
- 9.2 The COUNTY OFFICE OF EDUCATION shall appoint an Educational Administrator, to be specified in Appendix A to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT in conformity with COUNTY OFFICE OF EDUCATION policies and standards. (Ed. Code, § 76004, subd. (c)(2).)
- 9.3 The COUNTY OFFICE OF EDUCATION's personnel will perform services specified in 9.4 of this CCAP Agreement as part of their regular assignment. COUNTY OFFICE OF EDUCATION personnel performing these services will be employees of COUNTY OFFICE OF EDUCATION, subject to the authority of COUNTY OFFICE OF EDUCATION, but will also be subject to the direction of COMMUNITY COLLEGE DISTRICT, specifically with regard to their duties pertaining to the COMMUNITY COLLEGE DISTRICT CCAP courses.
- 9.4 This CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION to file an annual report as specified in Appendix A, to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A- E).)
- i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)
 - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
 - v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)
- 9.5 COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS-320).
- 9.6 COMMUNITY COLLEGE DISTRICT will provide the services of COMMUNITY COLLEGE DISTRICT faculty members who will facilitate coordination and cooperation between COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT. COMMUNITY COLLEGE DISTRICT will provide COUNTY OFFICE OF EDUCATION 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 the COMMUNITY COLLEGE DISTRICT application procedures.

10. DISPUTES

- 10.1 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION recognize that, from time to time, disputes may arise between COMMUNITY COLLEGE DISTRICT employees or students and COUNTY OFFICE OF EDUCATION employees or students. When such disputes arise, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall collaborate and use best efforts to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the following process will be utilized to resolve the matter.
- i. The PARTY receiving the complaint will timely notify the other, and promptly provide the other PARTY with any written complaint received.
 - ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:
 - a. Whether COMMUNITY COLLEGE DISTRICT is required to report the complaint to the State Chancellor pursuant to Title 5 of the California Code of Regulations.
 - b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.
 - c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall cooperate as needed in carrying out these requirements. It is understood that such requirements may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.
 - iii. Within three business days of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations and come to a mutual agreement regarding the need for and scope of any investigation required. If it is agreed that a formal investigation is required, the PARTIES will mutually agree upon an investigator, who may be an outside investigator, or qualified employee of COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION. If the PARTIES agree to have the matter investigated internally by either a COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION employee, the other PARTY may designate an employee to attend all witness interviews. Where it is determined that an outside investigator will be used, the cost will be divided between the PARTIES.
 - iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/student is the subject of the complaint will determine the process.
 - v. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION will cooperate in any investigation initiated and make its employees available to the investigator.
 - vi. Interviews of COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION employees shall comply with any rights and protections afforded to them

under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

- vii. The investigator will prepare a report that will be provided to both PARTIES setting forth findings as to the allegations and the basis for the findings.
- viii. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall share any and all materials from the investigation.
- ix. The COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION have sole discretion in determining any disciplinary measures to be imposed against their respective employees or students.
- x. Regardless of any disciplinary measures taken by the COMMUNITY COLLEGE DISTRICT or COUNTY OFFICE OF EDUCATION against its respective employees or students, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in or providing services for the program that is the subject of this CCAP Agreement.

11. APPORTIONMENT

- 11.1 COMMUNITY COLLEGE 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.
- 11.2 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. (Ed. Code, § 76004, subd. (o)(2).)
- 11.3 COMMUNITY COLLEGE DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the COUNTY OFFICE OF EDUCATION has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)
- 11.4 The attendance of a high school pupil at the COMMUNITY COLLEGE DISTRICT as a special part-time or full-time student pursuant to this section is authorized attendance for which the COMMUNITY COLLEGE DISTRICT shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district or county office of education has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)
 - i. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations

12. INTENT FOR COLLABORATION

- 12.1 COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION agree to work together to collegially utilize resources and to approach opportunities as they become available.

13. CERTIFICATIONS

- 13.1 The COUNTY OFFICE OF EDUCATION certifies that:

- i. The direct education costs of the courses offered as part of this CCAP Agreement are not fully funded through other sources.
- ii. The COMMUNITY COLLEGE DISTRICT will claim apportionment for the COUNTY OFFICE OF EDUCATION students enrolled in community college course(s) under this CCAP Agreement.
- iii. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course at a COUNTY OFFICE OF EDUCATION campus has not displaced or resulted in the termination of an existing COUNTY OFFICE OF EDUCATION teacher teaching the same course on that COUNTY OFFICE OF EDUCATION campus. (Ed. Code, § 76004, subd. (i).)

13.2 The COMMUNITY COLLEGE DISTRICT certifies that:

- i. A COMMUNITY COLLEGE DISTRICT course offered for college credit at the COUNTY OFFICE OF EDUCATION campus does not reduce access to the same course offered at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(1).)
- ii. This CCAP Agreement is consistent with the core mission of the COMMUNITY COLLEGE DISTRICT pursuant to Education Code section 66010.4. (Ed. Code, § 76004, subd. (k)(2).)
- iii. Students participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults at the COMMUNITY COLLEGE DISTRICT. (Ed. Code, § 76004, subd. (k)(2).)
- iv. 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.
- v. Any COMMUNITY COLLEGE DISTRICT instructor teaching a course on a COUNTY OFFICE OF EDUCATION 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. (Ed. Code, § 76004, subd. (h).)
- vi. A qualified COUNTY OFFICE OF EDUCATION teacher teaching a course offered for college credit at a COUNTY OFFICE OF EDUCATION campus has not displaced or resulted in the termination of an existing COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COMMUNITY COLLEGE DISTRICT campus. (Ed. Code, § 76004, subd. (j).)

13.3 This CCAP Agreement certifies that the COUNTY OFFICE OF EDUCATION and COMMUNITY COLLEGE DISTRICT 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. (Ed. Code, § 76004, subd. (l).)

14. PROGRAM IMPROVEMENT

14.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION may annually conduct surveys of participating COUNTY OFFICE OF EDUCATION pupils, instructors, principals, and guidance counselors to inform practice, make adjustments, and improve the quality of courses offered as part of this CCAP Agreement.

15. RECORDS

- 15.1 Permanent records of student enrollment, attendance, grades, and achievement will be maintained by COUNTY OFFICE OF EDUCATION for COUNTY OFFICE OF EDUCATION students who enroll in a course(s) offered as part of this CCAP Agreement. COUNTY OFFICE OF EDUCATION shall submit such records to COMMUNITY COLLEGE DISTRICT through the appropriate college, campus, or center periodically or upon demand. The COMMUNITY COLLEGE DISTRICT shall maintain permanent records of student enrollment, grades, and achievement for COMMUNITY COLLEGE DISTRICT students. Records will be open for review at all times by college officials and submitted on a schedule developed by the COMMUNITY COLLEGE DISTRICT.
- 15.2 The COUNTY OFFICE OF EDUCATION shall complete a document certifying that COUNTY OFFICE OF EDUCATION has made a determination that a participating student 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, subdivision (b).
- 15.3 Each PARTY shall maintain records pertaining to this CCAP Agreement as 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.

16. CCAP AGREEMENT DATA MATCH AND REPORTING

- 16.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall ensure operational protocols are in place consistent with the collection of participating student data and the timely submission of the data.
- 16.2 The COMMUNITY COLLEGE DISTRICT shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

17. PRIVACY OF STUDENT RECORDS

- 17.1 The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION understand and agree that education records of students enrolled in a 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 sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student's parent or legal guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076, 76222, & 76243.)
- 17.2 Limitation on Use. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)
- 17.3 Recordkeeping Requirements. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code sections 49064 and 76222, as applicable.

17.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION hereby acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are 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 participating student's parent or legal guardian's prior written consent.

18. REIMBURSEMENT

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

18.2 If an instructor teaching a course pursuant to this CCAP Agreement is an employee of COUNTY OFFICE OF EDUCATION, COMMUNITY COLLEGE DISTRICT shall reimburse COUNTY OFFICE OF EDUCATION in accordance with Appendix A.

19. FACILITIES

19.1 The COUNTY OFFICE OF EDUCATION will provide adequate classroom space at its facilities, or other mutually agreed upon location, to COMMUNITY COLLEGE DISTRICT to conduct instruction of CCAP courses without charge to COMMUNITY COLLEGE DISTRICT. COUNTY OFFICE OF EDUCATION agrees to clean, maintain, and safeguard COUNTY OFFICE OF EDUCATION's premises. COUNTY OFFICE OF EDUCATION warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

19.2 The COMMUNITY COLLEGE DISTRICT facilities may be used subject to mutual agreement by the PARTIES as expressed in Appendix A to this CCAP Agreement.

20. INDEMNIFICATION

20.1 Government Code Section 895.2 imposes certain tort liability jointly and severally upon public entities solely by reason of such entities being parties to an agreement. Each of the PARTIES to this Agreement, to the maximum extent permissible by law, will assume the full liability imposed upon it or any of its trustees, officers, agents, or employees for injury caused by any act or omission occurring in each PARTY's performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve such purpose, and pursuant to Government Code Section 895.4, each of the PARTIES indemnifies, saves, and holds harmless the other PARTY for any claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, including attorneys' fees (collectively "Claims") as described below.

20.2 For purposes of this CCAP partnership in this CCAP Agreement, the COUNTY OFFICE OF EDUCATION agrees to and shall indemnify, save, and hold harmless the COMMUNITY COLLEGE DISTRICT, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COUNTY OFFICE OF EDUCATION's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.

20.3 For purposes of this CCAP partnership in this CCAP Agreement, the COMMUNITY COLLEGE DISTRICT agrees to and shall indemnify, save, and hold harmless the COUNTY OFFICE OF EDUCATION, and its trustees, officers, agents, and employees from any and all Claims to the extent arising out of COMMUNITY COLLEGE DISTRICT's or its trustees', officers', agents', or employees' negligence, wrongful acts or omissions, or willful misconduct related to this CCAP

Agreement or performance of this CCAP Agreement. The provisions of this section shall survive the termination or expiration of this CCAP Agreement.

21. INSURANCE

- 21.1 The COUNTY OFFICE OF EDUCATION, in order to protect COMMUNITY COLLEGE DISTRICT, its trustees, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COMMUNITY COLLEGE DISTRICT, or public entity risk management Joint Powers Authority ("JPA"), 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 be endorsed to expressly name the COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the COMMUNITY COLLEGE DISTRICT.
- 21.2 The COMMUNITY COLLEGE DISTRICT, in order to protect COUNTY OFFICE OF EDUCATION, its trustees, 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 CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP 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 TWO MILLION DOLLARS (\$2,000,000) general aggregate for personal injury, bodily injury, death, and property and other damage, with an admitted California insurer duly licensed to engage in the business of insurance in the State of California with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to COUNTY OFFICE OF EDUCATION, or public entity risk management JPA, 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 be endorsed to expressly name the COUNTY OFFICE OF EDUCATION, its trustees, agents, employees, and officers as an additional insured for the purposes of this CCAP Agreement and to waive subrogation rights against the additional insured. A certificate of insurance including such endorsements shall be furnished to the COUNTY OFFICE OF EDUCATION.
- 21.3 For the purpose of Workers' Compensation, COUNTY OFFICE OF EDUCATION shall be the "primary employer" for all its personnel who perform services as instructors and support staff under this CCAP Agreement. COUNTY OFFICE OF EDUCATION shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COUNTY OFFICE OF EDUCATION personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COUNTY OFFICE OF EDUCATION agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE 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 COUNTY OFFICE OF EDUCATION personnel connected with providing services under this CCAP Agreement.
- 21.4 For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff under

this CCAP Agreement. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this CCAP Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend COUNTY OFFICE OF EDUCATION, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this CCAP Agreement.

22. NON-DISCRIMINATION

22.1 Neither the COUNTY OFFICE OF EDUCATION nor the COMMUNITY COLLEGE DISTRICT 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.

23. TERMINATION

23.1 Either party may terminate this CCAP 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 CCAP Agreement shall be addressed to the Educational Administrator listed in Appendix A of this CCAP Agreement.

24. INTEGRATION, MODIFICATION, AND AMENDMENT

24.1 Appendix A to this CCAP Agreement is incorporated by this reference into this CCAP Agreement.

24.2 This CCAP Agreement and Appendix A to this CCAP Agreement set forth the entire agreement between the PARTIES relating to the subject matter of this CCAP Agreement. This CCAP Agreement and Appendix A to this CCAP Agreement supersede any prior agreements, promises, negotiations, or representations, express or implied, oral or written, not included in this CCAP Agreement and Appendix A to this CCAP Agreement.

24.3 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.

25. GOVERNING LAWS AND VENUE

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

25.2 The venue of any action or proceeding in connection with this CCAP Agreement shall be Sutter County, California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1 For locations outside the geographical boundaries of COMMUNITY COLLEGE DISTRICT, the COMMUNITY COLLEGE 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 high school or community college districts and use of non-district facilities.

27. SEVERABILITY

27.1 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 full force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

28. COUNTERPARTS

28.1 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.

29. NOTICES

29.1 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:

Yuba Community College District
Attn: Vice Chancellor, Administrative Services 3301 East Onstott Road
Yuba City, CA 95991

NAME AND ADDRESS OF COUNTY OFFICE OF EDUCATION

Attn: _____

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED; COMPLIANCE WITH APPLICABLE LAW

30.1 All provisions required by law to be inserted in this CCAP Agreement shall be deemed to be inserted and this CCAP Agreement shall be read and enforced as though they were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either PARTY, the CCAP Agreement may be amended to make the insertion or correction.

30.2 Each PARTY shall comply with all applicable law in the performance of its obligations under this CCAP Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day and year written below.

By: _____

Date: _____

Name: _____

Title: _____

County Office of Education: _____

By: _____

Date: _____

Name: _____

Title: Chancellor

YUBA COMMUNITY COLLEGE DISTRICT

County Office of Education Board Meetings:

(a) Information and Public Comment Board Meeting Date: _____

Yuba Community College District Board Meetings:

(b) Information and Public Comment Board Meeting Date: _____

APPENDIX A

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between the Yuba Community College District ("COMMUNITY COLLEGE DISTRICT"), 3301 East Onstott Road, Yuba City, CA 95991, and Sutter County Superintendent of Schools Office (“COUNTY OFFICE OF EDUCATION”), 970 Klamath Lane, Yuba City, CA 95993; and WHEREAS, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to record COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION specific components of the CCAP Agreement using Appendix A for purposes of addressing legal requirements to include, but not limited to, the total number of high school pupils 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 (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, the CCAP Agreement Appendix A 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 (Ed. Code, § 76004, subd. (c)(1)); and

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree as follows:

- 1. COMMUNITY COLLEGE DISTRICT AND COUNTY OFFICE OF EDUCATION POINTS OF CONTACT:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION select the following points of contact to serve as Educational Administrators:

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
YCCD:			
COUNTY OFFICE OF EDUCATION:			

2. **CCAP AGREEMENT PROGRAM YEAR FALL _____ - SPRING _____**: COMMUNITY COLLEGE DISTRICT have identified the following program year, educational program(s) and course(s) to be offered at the said date, time, and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall mutually assure that as to each course of instruction identified, they have determined: 1) the enrollment period; 2) the number of class hours sufficient to meet the stated performance objectives; 3) how supervision and evaluation of students will occur; and 4) the process for withdrawal of students prior to completion of a course or program.

CCAP Program Description:

Program Term or Year	
Community College District	
College	
College Campus	
Educational Program(s)/Department(s)	
County Office of Education	
Total Number of High School Pupils to be Served:	
Total Number of FTES to be Claimed by Community College District:	

- 3. CRITERIA USED TO ASSESS ABILITY OF PUPILS TO BENEFIT FROM CCAP AGREEMENT COURSES OFFERED:**
Required: Describe the criteria used to assess the ability of pupils to benefit from the CCAP Agreement Course(s) offered (Ed. Code, § 76004, subd. (c)(1)).):

All students will complete a survey including why they want to participate and how they feel the program will benefit them. Once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

Students' prior grades will be considered prior to school approval for participation in dual enrollment courses. Once a dual enrollment course is taken, the resulting grade and performance will serve to inform future recommendations for dual enrollment courses.

- 4. MINIMUM QUALIFICATIONS FOR INSTRUCTION:** All instructors teaching CCAP Agreement Courses 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. The minimum qualifications for instruction are:

Course Name & Number	Minimum Qualifications For Instructors

8. **JOINT FACILITIES USE PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall adhere to the terms and protocols outlined in Section 18, Facilities, of the CCAP Agreement. COUNTY OFFICE OF EDUCATION, as part of Section 18 of this CCAP Agreement, shall extend access and use of the following COUNTY OFFICE OF EDUCATION facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

If the PARTIES agree to use COMMUNITY COLLEGE DISTRICT facilities as part of Section 18 of this CCAP Agreement, COMMUNITY COLLEGE DISTRICT shall extend access and use of the following COMMUNITY COLLEGE DISTRICT facilities:

BUILDING NAME & ADDRESS	CLASSROOM	DAYS	HOURS

9. **INFORMATION SHARING PROTOCOLS:** COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall adhere to the following terms and protocols related to information sharing, in compliance with all applicable state and federal privacy laws.

As described in Section 9.4 of the CCAP Agreement, the CCAP Agreement requires COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION to file an annual report to the office of the Chancellor of the California Community Colleges on all the following information: (Ed. Code, § 76004, subd. (t)(1)(A-E).)

- a. The total number of high school pupils by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)
- b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(B).)
- c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)

- d. The total number of full-time equivalent students generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(D).)
- e. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (Ed. Code, § 76004, subd. (t)(1)(E).)

As described in Section 9.5 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT will complete and submit the Apportionment Attendance Report (CCFS- 320).

As described in Section 16.1 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION understand and agree that education records of students enrolled in a 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 sections 49064, 49076, 76222, and 76243. The COMMUNITY COLLEGE DISTRICT and the COUNTY OFFICE OF EDUCATION agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the participating student’s parent or legal guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Education Code sections 49064, 49076, 76222, and 76243.)

As described in Section 16.2 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall use each student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access such information pursuant to federal and state law, as may be applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, §§ 49076 & 76243.)

As described in Section 16.3 of the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of, student education records set forth under Title 34 of the Code of Federal Regulations section 99.32 and under Education Code section 49064 and 76222, as applicable.

As described in Section 16.4 of the CCAP Agreement, by signature of its authorized representative or agent on the CCAP Agreement, COMMUNITY COLLEGE DISTRICT and COUNTY OFFICE OF EDUCATION acknowledge that they have been provided with the notice required under Title 34 of the Code of Federal Regulations section 99.33, subdivision (d) that they are 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 participating student’s parent or legal guardian’s prior written consent.

- 10. **PARENTAL CONSENT PROTOCOLS:** As described in Sections 1.2 and 5.4 of the CCAP Agreement, students must submit written and signed parental or guardian consent to both PARTIES to participate and enroll in a CCAP Agreement Course. A student only needs to submit one parental or guardian consent form for the duration of the student’s participation in the CCAP Agreement Courses.
- 11. **PRINCIPAL RECOMMENDATION:** As described in Sections 1.2 and 5.4 of the CCAP Agreement, students must submit a principal recommendation to participate and enroll in a CCAP Agreement Course. A

student only needs to submit one recommendation for the duration of the student's participation in the CCAP Agreement Courses.

12. **COSTS TO DISTRICT:** When a COUNTY OFFICE OF EDUCATION employee teaches a CCAP dual enrollment course, the COMMUNITY COLLEGE DISTRICT will pay the COUNTY OFFICE OF EDUCATION \$500 per college unit per course section for all sections with a minimum enrollment of twenty (20) student at course census. If COUNTY OFFICE OF EDUCATION incurs uncovered costs in securing a teacher, COUNTY OFFICE OF EDUCATION AND COMMUNITY COLLEGE DISTRICT will meet to determine an appropriate reimbursement source and amount in a separate MOU. This will be payable at the end of the semester and in response to an invoice for the COUNTY OFFICE OF EDUCATION. This payment represents the Cost of Instruction Reimbursement.

If the minimum enrollment is not met, the course may continue to be offered subject to the discretion and approval of the COMMUNITY COLLEGE DISTRICT'S Vice President of Academics and Student Services at the appropriate YCCD College. For any course authorized to be offered with fewer than twenty (20) students, the Cost of Instruction Reimbursement will be pro-rated. For each course taught by an employee of the COUNTY OFFICE OF EDUCATION and regardless of the number of units of the course, COUNTY OFFICE OF EDUCATION will pay the instructor a \$500 stipend from the Cost of Instruction Reimbursement payment. This paragraph shall not apply if the instructor is employed or otherwise provided by COMMUNITY COLLEGE DISTRICT.

BOARD AGENDA ITEM: Lozano Smith Agreement

BOARD MEETING DATE: May 8, 2023

AGENDA ITEM SUBMITTED FOR:

Action

Reports/Presentation

Information

Public Hearing

Other (specify)

PREPARED BY:

Elizabeth Bhatti

SUBMITTED BY:

Elizabeth Bhatti

PRESENTING TO BOARD:

Tom Reusser / Elizabeth Bhatti

BACKGROUND AND SUMMARY INFORMATION:

Board Policy 9124



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (“Agreement”) is effective July 1, 2024 (“Effective Date”), between the SUTTER COUNTY BOARD OF EDUCATION (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from

Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.


14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Sutter County Board of Education	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 07/01/2024



PROFESSIONAL RATE SCHEDULE
FOR SUTTER COUNTY BOARD OF EDUCATION

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 295 - \$ 395 per hour
Associate	\$ 250 - \$ 295 per hour
Paralegal / Law Clerk	\$ 185 - \$ 225 per hour
Consultant	\$ 350 - \$ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. ¹

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

¹ Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 450 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 225 per hour

Agenda Item No. 8.0

BOARD AGENDA ITEM: Technology Department Presentation

BOARD MEETING DATE: May 8,2024

AGENDA ITEM SUBMITTED FOR:

Action

Reports/Presentation

Information

Public Hearing

Other (specify)

PREPARED BY:

Chris Osborne

SUBMITTED BY:

Chris Osborne

PRESENTING TO BOARD:

Chris Osborne

BACKGROUND AND SUMMARY INFORMATION:

BOARD AGENDA ITEM: Quarterly Report on Williams/Uniform Complaints

BOARD MEETING DATE: May 8, 2024

AGENDA ITEM SUBMITTED FOR:

- Action
- Reports/Presentation
- Information
- Public Hearing
- Other (specify)

PREPARED BY:

Tania Martinez

SUBMITTED BY:

Tania Martinez

PRESENTING TO BOARD:

Brian Gault

BACKGROUND AND SUMMARY INFORMATION:

As per California Education Code Section 35186 the county superintendent reports on the number and nature of complaints filed for:

1. Textbooks and instructional materials
2. Teacher vacancies or mis-assignments
3. Facilities and conditions

None of the districts had any complaints filed during the period of January 2024 to March 2024.



970 Klamath Lane
 Yuba City, CA 95993
 PHONE: (530) 822-2933
 FAX: (530) 822-3085

QUARTERLY REPORT ON WILLIAMS/VALENZUELA UNIFORM COMPLAINTS

(Education Code § 35186)

District: Sutter County Superintendent of Schools
 Person completing this form: Brian Gault *BG*
 Title: Assistant Superintendent

The Quarterly Report will be submitted at the Sutter County Superintendent of School's Board Meeting on May 8th, 2024 for the reporting months of January, February and March.

Please indicate the date this information will be reported publicly at your District's governing board meeting: May 8, 2024

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total Number of Complaints	Number Resolved	Number Unresolved
Textbooks & Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facilities/Conditions	0		
TOTALS	0		

Tom Reusser

PRINT NAME OF DISTRICT SUPERINTENDENT

SIGNATURE OF DISTRICT SUPERINTENDENT

BOARD AGENDA ITEM: Business Services Report

BOARD MEETING DATE: May 08, 2024

AGENDA ITEM SUBMITTED FOR:

- Action
- Reports/Presentation
- Information
- Public Hearing
- Other (specify)

PREPARED BY:

Nicolas Hoogeveen

SUBMITTED BY:

Nicolas Hoogeveen

PRESENTING TO BOARD:

Nicolas Hoogeveen

BACKGROUND AND SUMMARY INFORMATION:

The monthly financial report for April will be reviewed

Summary Report of Revenues, Expenditures and Changes in Fund Balance (Unrestricted and Restricted Combined)

April 2024

03/16/24-04/15/24

Description	Account Codes	Original Budget	Operating Budget	Actuals to Date	Projected Yr Totals	Difference (Col D - B)	2023-24 % Actuals as a % of Budget
		7/1/23 (A)	3/15/24 (B)	4/15/24 (C)	4/15/24 (D)	(E)	
A. Revenues							
1. Local Control Funding Formula	8010-8099	\$ 11,306,536	\$ 11,515,535	\$ 8,214,730	\$ 11,580,116	64,581	A 71.3%
2. Federal Revenues	8100-8299	\$ 5,036,967	\$ 4,649,723	\$ 2,188,466	\$ 4,649,723	-	B 47.1%
3. Other State Revenues	8300-8599	\$ 14,144,633	\$ 14,377,370	\$ 10,116,438	\$ 14,576,773	199,403	C 70.4%
4. Other Local Revenues	8600-8799	\$ 16,070,941	\$ 19,958,631	\$ 11,049,297	\$ 20,161,736	203,105	D 55.4%
5. TOTAL REVENUES		\$ 46,559,077	\$ 50,501,259	\$ 31,568,931	\$ 50,968,348	\$ 467,089	61.9%
B. Expenditures							
1. Certificated Salaries	1000-1999	\$ 10,147,561	\$ 11,155,676	\$ 7,738,534	\$ 11,156,997	1,321	E 69.4%
2. Classified Salaries	2000-2999	\$ 12,983,439	\$ 12,999,940	\$ 8,687,420	\$ 12,929,485	(70,455)	F 66.8%
3. Employee Benefits	3000-3999	\$ 10,672,644	\$ 10,624,857	\$ 6,795,948	\$ 10,617,225	(7,632)	G 64.0%
4. Books and Supplies	4000-4999	\$ 1,191,623	\$ 1,160,607	\$ 545,269	\$ 1,175,457	14,850	H 47.0%
5. Services, Other Operation	5000-5999	\$ 8,050,467	\$ 7,724,268	\$ 5,127,979	\$ 8,111,272	387,004	I 66.4%
6. Capital Outlay	6000-6999	\$ 648,184	\$ 1,083,542	\$ 1,024,790	\$ 1,088,146	4,604	J 94.6%
7. Other Outgo	7100-7299	\$ 509,024	\$ 1,809,098	\$ 218,105	\$ 1,809,098	-	K 12.1%
8. Direct Support/Indirect	7300-7399	\$ (117,633)	\$ (122,230)	\$ (55,104)	\$ (123,003)	(773)	L 45.1%
9. Debt Service	7400-7499	\$ -	\$ -	\$ -	\$ -	-	M 0.0%
10. TOTAL EXPENDITURES		\$ 44,085,309	\$ 46,435,758	\$ 30,082,941	\$ 46,764,677	328,919	64.8%
C. Excess (Deficiency) of Revenues Over Expenditures Before Other Financing Sources and Uses (A5-B10)							
		\$ 2,473,768	\$ 4,065,501	\$ 1,485,990	\$ 4,203,671	\$ 138,170	35.3%
D. Other Financing Sources/Uses							
1. Transfers In	8910-8979	\$ 35,000	\$ 35,050	\$ -	\$ 35,050	-	0.0%
2. Transfer Out	7610-7629	\$ 2,716,977	\$ 2,974,455	\$ 1,109,758	\$ 2,974,455	-	37.3%
3. Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -	-	0.0%
Total, Other Fin Sources/Uses		\$ (2,681,977)	\$ (2,939,405)	\$ (1,109,758)	\$ (2,939,405)	\$ -	37.8%
E. Net Change to Fund Balance							
		\$ (208,209)	\$ 1,126,096	\$ 376,232	\$ 1,264,266	\$ 138,170	H
F. Fund Balance (Fund 01 only)							
1. Beginning Balance		\$ 16,095,590	\$ 20,370,857	\$ 20,370,857	\$ 20,370,857	-	
2. Adjustments/Restatements		\$ -	\$ -	\$ -	\$ -	-	
Ending Balance		\$ 15,887,381	\$ 21,496,953	\$ 20,747,089	\$ 21,635,123	\$ 138,170	
G. Components of Ending Fund Balance							
Designated Amounts	9711-9730	\$ 10,500	\$ 10,500	\$ -	\$ 10,500	\$ -	
Legally Restricted	9740-9760	\$ 4,884,863	\$ 9,546,331	\$ -	\$ 9,758,723	\$ -	
Assigned	9780	\$ 8,625,249	\$ 9,469,611	\$ -	\$ 9,378,943	\$ -	
Restricted Economic Uncertainty	9789	\$ 2,340,114	\$ 2,470,511	\$ -	\$ 2,486,957	\$ -	
Unassigned/Unappropriated	9790	\$ -	\$ -	\$ -	\$ -	\$ -	

Explanation of Differences
Net Change in Current Year Budget April Board Report
03/16/24-04/15/24

	<u>Amount</u>	<u>Explanation of Differences</u>
A <u>Local Control Funding Formula (8010-8099)</u>		
County Office	\$ 48,063	<i>Adjust LCFF, EPA and Taxes based on P-2 tax distribution and P-1 certification</i>
Curriculum, Instruction, and Accountability (CIA)	\$ (66,667)	<i>Adjust DA distribution based on P-1 certification</i>
Special Education Local Plan Area (SELPA)	\$ 83,185	<i>Adjust Taxes based on P-2 tax distribution</i>
	<u>\$ 64,581</u>	
B <u>Federal Revenues (8100-8299)</u>		
	<u>\$ -</u>	
C <u>Other State Revenues (8300-8599)</u>		
Regional Occupation Program (ROP)	\$ 15,795	<i>Adjust budget for K12 Strong Workforce WBL P2E Grant</i>
Feather River Academy (FRA)	\$ 183,608	<i>Establish budget for 23/24 Equity Multiplier and Student Support and Enrichment Block Grant</i>
	<u>\$ 199,403</u>	
D <u>Other Local Revenues (8600-8799)</u>		
Curriculum, Instruction, and Accountability (CIA)	\$ 57,135	<i>Adjust revenue based on district expenses within Expanded Learning Opportunities Program</i>
Shady Creek Outdoor School	\$ 4,000	<i>Establish budget for McDonalds donation</i>
Special Education Local Plan Area (SELPA)	\$ (70,822)	<i>Net effect of reducing SDC for Sutter High and increase in Medi-Cal claims</i>
Medi-Cal Administrative Activities (MAA)	\$ 212,441	<i>Increase MAA budget based on actual revenue received</i>
Various departments	\$ 351	<i>Miscellaneous Adjustments</i>
	<u>\$ 203,105</u>	
E <u>Certificated Salaries (1000-1999)</u>		
County Office	\$ 1,331	<i>Establish budget for vision screening</i>
Special Education	\$ (7,741)	<i>Move budget to remove salaries for Bridge Training</i>
Infant Program	\$ 7,731	<i>Adjust budget to reflect timesheet for nurse</i>
	<u>\$ 1,321</u>	
F <u>Classified Salaries (2000-2999)</u>		
County Office	\$ 1,938	<i>Establish budget for vision screening</i>
Curriculum, Instruction, and Accountability (CIA)	\$ (72,393)	<i>Adjust budget for timesheet employees within Expanded Learning Opportunities Program</i>
	<u>\$ (70,455)</u>	
G <u>Employee Benefits (3000-3999)</u>		
County Office	\$ 1,430	<i>Establish budget for vision screening</i>
Special Education	\$ (1,799)	<i>Realign benefits based on salary changes</i>
Curriculum, Instruction, and Accountability (CIA)	\$ (12,813)	<i>Adjust budget for timesheet employees within Expanded Learning Opportunities Program</i>
Shady Creek Outdoor School	\$ 3,527	<i>Realign benefits to match actuals</i>
Infant Program	\$ 1,864	<i>Realign benefits based on salary changes</i>
Various departments	\$ 159	<i>Miscellaneous Adjustments</i>
	<u>\$ (7,632)</u>	

Explanation of Differences
Net Change in Current Year Budget April Board Report
03/16/24-04/15/24

	<u>Amount</u>	<u>Explanation of Differences</u>
H		
<u>Books and Supplies (4000-4999)</u>		
Curriculum, Instruction, and Accountability (CIA)	\$ 1,251	<i>Realign budget based on estimated actuals</i>
Student Support and Outreach (SSO)	\$ 4,000	<i>Increase budget to match actuals</i>
Shady Creek Outdoor School	\$ 8,730	<i>Establish budget for McDonalds donation and additional supplies</i>
Regional Occupation Program (ROP)	\$ 6,698	<i>Adjust budget for K12 Strong Workforce WBL P2E Grant</i>
Pathways Charter Academy	\$ (6,784)	<i>Adjust budget for Xello software</i>
Various departments	\$ 955	<i>Miscellaneous Adjustments</i>
	<u><u>\$ 14,850</u></u>	
I		
<u>Services, Other Operations (5000-5999)</u>		
County Office	\$ 2,376	<i>Increase budget to repair equipment</i>
Special Education	\$ 347,810	<i>Increase budget for Maxim/Plus Group contracted subs</i>
One Stop	\$ 3,791	<i>Increase budget for Adult Education Graduation facility rental</i>
Curriculum, Instruction, and Accountability (CIA)	\$ 22,161	<i>Increase budget to reimburse districts for summer program</i>
Student Support and Outreach (SSO)	\$ 14,800	<i>Increase budget for restorative practice training</i>
Shady Creek Outdoor School	\$ (4,000)	<i>Adjust budget for fleet vehicle repairs</i>
Regional Occupation Program (ROP)	\$ 8,250	<i>Adjust budget for K12 Strong Workforce WBL P2E Grant</i>
Feather River Academy (FRA)	\$ (3,571)	<i>Adjust budget for Centegix</i>
Pathways Charter Academy	\$ 5,624	<i>Adjust budget for Xello software</i>
Infant Program	\$ (10,205)	<i>Adjust budget for contracted staff</i>
Various departments	\$ (32)	<i>Miscellaneous Adjustments</i>
	<u><u>\$ 387,004</u></u>	
J		
<u>Capital Outlay (6000-6999)</u>		
Feather River Academy (FRA)	\$ 3,571	<i>Adjust budget for Centegix</i>
Pathways Charter Academy	\$ 1,033	<i>Adjust budget for Centegix</i>
	<u><u>\$ 4,604</u></u>	
K		
<u>Other Outgo (7100 - 7299)</u>	<u><u>\$ -</u></u>	
L		
<u>Direct Support / Indirect (7300-7399)</u>		
Various departments	\$ (773)	<i>Miscellaneous Adjustments</i>
	<u><u>\$ (773)</u></u>	
M		
<u>Debt Services (7400 - 7499)</u>	<u><u>\$ -</u></u>	
N		
<u>Transfers In (8910-8979)</u>	<u><u>\$ -</u></u>	
O		
<u>Transfers Out (7610-7629)</u>	<u><u>\$ -</u></u>	
P		
<u>Contributions (8980-8999)</u>	<u><u>\$ -</u></u>	
Net Change in Current Year Budget	<u><u>\$ 138,170</u></u>	

BOARD AGENDA ITEM: Site Profile Worksheet and Update Summary

BOARD MEETING DATE: May 08, 2024

AGENDA ITEM SUBMITTED FOR:

Action

Reports/Presentation

Information

Public Hearing

Other (specify)

PREPARED BY:

James Peters

SUBMITTED BY:

James Peters

PRESENTING TO BOARD:

James Peters

BACKGROUND AND SUMMARY INFORMATION:

Facilities Site Profile Worksheet and Update summary for the third quarter of FY23-24 are being presented to the Board.

FY23-24 Quarterly Update

Facilities

- The Career Training & Conference Center (CTC) RFQ process has been completed, and the design-build entity has been approved—the contract is in effect with Hilbers Inc. and NMR Architects.
 - 30% of design drawings received and are being shared with the Board in the August Board meeting.
 - 30% GMP Board approved—
 - Design completed on schedule, and delivered to DSA on March 21, 2024. Estimating a 20-week DSA review period.

Klamath

- Phase 1 painting and reconfiguring workspaces/storage in Special Education offices is complete.
- Phase 2 is to commence in the Spring.
- Klamath HVAC design finalized. We have deferred this project to free the funds for the Shady Creek HVAC project.
- HR reconfiguration and moves complete.
- Klamath and FRA are due for deferred rehabilitation of the landscaping. We will begin with the grass areas to lay sod or hydro-seed (as applicable) by the end of October.
 - Klamath new sod complete
 - We are collaborating with Barrow's Landscape for improved planter design at Klamath and FRA; design began on February 1, 2024.

FRA

- AB841 Mechanical systems maintenance and assessment still underway
 - New CO2 sensors have been installed in Classrooms.
 - New HVAC replacements are complete.
 - We are waiting on further information and possibly funding from the Energy Commission for more retrofits.
- Boyd Hall asphalt slurry and stripe were completed in July.
- Boyd Hall boiler reached lifespan; replacement complete.
- Classroom 1 life skills class expecting medically fragile students. A new floor and medical curtains have been added to improve the space.
- The staff breakroom and the former bookroom received new floors and paint.
- We are developing a 5-year roof rehab/replacement plan with Garland Manufacturing.

Cosmetology

- The students are in the new Cosmo location as of December 8, 2023
- The new Salon is open to the public by appointment only
- A new cash register system is installed
- We were unable to extend our Lease at 939 Live Oak Blvd, and are currently working quickly to build a new Cosmetology Studio in Building 1100.
 - The owner, John Coscarat, has been exceptionally supportive, allowing us to extend our Lease and make the necessary building modifications to accommodate the program.
 - Our goal to complete the moves and open school at 1100 is December 20, 2023 - Complete.
 - FMO&F is very thankful that we accomplished many of our goals during the summer! Now, we get to practice our Salon building skills! Feedback thus far is that practice pays off. We have received many comments that the new studio is better than the last!

Shady Creek

- The HVAC project design was received, and the Esser III funds for the project were approved on August 1, 2023.
- The HVAC retrofit project bid process is open,
 - A pre-bid site walk was conducted on October 26; we had a great turnout of four (04) General (Prime) Contractors and six (06) sub-contractors.
 - Bids are due at 2:00 p.m. on November 13, 2023.
 - The HVAC project began on December 18 and was completed on January 16, 2024.
 - Due to funding constraints, we have deferred the Raptor Ridge phase of the project.
- **Shady Creek lighting retrofit**
 - 100% lighting retrofit to LED, contracted to Alco Building Solutions (ABS)
 - We have been chasing a final design and specifications since 2022.
 - We anticipate the project will be complete by September, 2024
 - Current estimate is an energy savings of \$11,000.00 a year.

Special Ed

- Classroom 103 at Sutter Union High School is complete

Districts

- We assisted Brittan Elementary and Pleasant Grove Elementary installing their new water bottle fillers.
- Browns Elementary had a massive backlog of tree services that needed to be done, and the cost was prohibitive. We sent our highly skilled and caring crew and helped them overcome the hurdle!
- We have received another allotment of Covid tests from CDPH and are working to distribute them to Districts. This allocation will be the last given by CDPH.
- We assisted Brittan Elementary School to become CUPCCAA registered.
- We assisted East Nicolaus High School in attaining a leased van.

Fleet

- We are preparing to rotate out five termed leases on our coupes. Applying the equity from the trade-in reduces the ongoing monthly cost of the new vehicle leases.
 - Complete – five (05) sedans, two (02) mini-vans, two (02) utility work trucks, and a full-size SUV (Superintendent's vehicle)
 - New Electric Vehicle mandates for vehicles over 8500 gross vehicle weight rating (GVWR) inspired fast action to rotate the two heavy maintenance trucks (leased) before the December 31 deadline.
 - A manufacturer oversight resulted in a leaf in the SUV. Enterprise covered the cost of repair, and exchanged the vehicle for a new like for like.
- We have several older vans in our fleet that we are preparing to surplus this year. Some will be replaced with new leases, while others will reduce the fleet size. We will apply the equity gained from the trade-in of all the vans to the new leases to keep costs down.
- Our two Special Ed ADA vans are aging out, and maintenance costs are increasing. Additionally, our life skills classes will require additional van support. The SELPA has received approval to use SELPA funds to replace the vehicles.
 - Vans received in January

Site Profile Worksheet - Projects in queue

Fiscal Year 23-24

April 29, 2024

Estimate

Status

Facilities

\$1,314,918.00

Harter Bldg Phase 2 design completion	\$438,679.00	Complete
CTC Bldg Phase 3 construction (FY portion)	\$876,239.00	Design at DSA

Klamath

\$170,000.00

HVAC redesign and replacement	\$80,000.00	Deferred to complete Shady Creek
Annual painting +/-1400 sq. ft.	\$3,000.00	Complete
Floor finish replacement +/- 1400 sq. ft.	\$12,000.00	Complete
HR reconfigure	\$15,000.00	Complete
Landscape grass rehabilitation	\$60,000.00	Complete

1 Stop Gateway

\$9,000.00

Marquee sign replacement	\$5,000.00	On hold
Health Careers curtains	\$4,000.00	Complete
Relocate Cosmetology to bldg 1100	\$50,000.00	Complete

FRA

\$132,700.00

HVAC assessment and replacement	\$60,000.00	Complete
Annual painting +/-1800 sq. ft.	\$2,700.00	Complete
Flooring replacement in +/- 2400 sq. ft	\$15,000.00	Complete
Boyd Hall storage/kitchen roof replacement	\$35,000.00	Deferred to 24-25
Boyd Hall boiler replacement	\$20,000.00	Complete

Adult Ed

\$0.00

Install safe for cash security		Complete
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Cosmetology

\$0.00

Install cash register system	\$0.00	Complete
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Fleet

\$250,000.00

Replace two (02) ADA vans and add a third	\$250,000.00	Complete
Rotate out five Sentras for new leases	\$0.00	Complete
Surplus of three old vans for two new mini-van	\$0.00	Complete
Add electric golf cart for program	\$11,000.00	Complete
Rotate full-size SUV	\$0.00	Complete
Rotate two 3/4 ton Maint trucks	\$0.00	Complete

Shady Creek

\$744,794.00

Site road repair and slurry	\$35,000.00	Complete
HVAC assessment and design	\$566,794.00	Complete
Raptor Ridge roof rehabilitation	\$60,000.00	Sourcing bids
Holland Hall floor replacement	\$3,000.00	Complete

Complete site lighting retrofit	\$80,000.00	Underway
Total	\$2,621,412.00	