Ohlone Community College District
New Haven Unified School District
Agreement for Operation of the College Connection Program

Ohlone Community College District and New Haven Unified School District, agree to conduct the College Connection Program. According to the standard term within the California Education system, the name of this program is Middle College Program however Ohlone’s branding for this program is called College Connections Program.

This OHLONE and College Connections Partnership Agreement ("CCP") is between Ohlone Community College District ("OCCD"), 43600 Mission Blvd., Fremont, CA 94539, and the New Haven Unified School District ("NHUSD"), 34200 Alvarado-Niles Rd, Union City, CA 94587.

1. DEFINITIONS
   1.1 College Connections is an alternative education collaboration between the New Haven Unified School District and Ohlone College. College Connection provides a supportive, academically rigorous environment for self-directed learners looking for a non-traditional collegiate pathway for high school juniors and seniors from the NHUSD who will attend Ohlone College full time on a daily basis earning both high school and college credit. College Connection gives students an opportunity to achieve high school and college academic success, explore and pursue vocational and career aspirations, and prepare themselves for future college experiences in a supportive, academically-challenging environment. Working in collaboration between OCCD and NHUSD, College Connections students pursue post-secondary goals through a highly engaging instructional program that is based on critical thinking, collaboration, and effective communication.

   1.2 The goals of the College Connections Program include:
       a. helping students adequately prepare themselves for college;
       b. helping students adequately prepare themselves for a career;
       c. exposing students to several career opportunity opportunities and courses not available to typical high school students;
       d. providing students, the support and services needed to be successful in high school and college courses;
       e. giving students a solid foundation for “life as a college student”;
       f. emphasizing that college can be “for all students”; and
       g. giving underrepresented minority and/or non-traditional students an opportunity to pursue higher education.

TERMS AND CONDITIONS

2. DESCRIPTION OF PROGRAM
   2.1 The College Connections Program is an alternative education program conducted by Ohlone Community College District and New Haven Unified School District.
Selected high school seniors will attend Ohlone College on a daily basis, earning both high school and college credits.

2.2 The students will be required to enroll in at least two Ohlone College courses per semester. Participation in Ohlone classes will be conducted through the existing College and Career Access Pathways (CCAP) enrollment procedure. Because students are concurrently enrolled in high school and college, they may take advantage of counseling services, support services such as tutoring and libraries at Ohlone College.

3. **LENGTH OF PROGRAM**

3.1 The program will operate on a schedule following the Ohlone College Academic Calendar.

4. **NUMBER OF STUDENTS**

4.1 The program will enroll a maximum of 70 seniors and junior who will commit to a full-year program.

5. **SELECTION OF STUDENTS**

5.1 Students will be selected based on an application, transcript evaluation, interview, and teacher/advisor recommendations. This program is designed for non-traditional, under-represented, and under-serviced students. The keys to success in this program are “readiness” and motivation for college-level work. The number of spots from each school will be determined by the NHUSD.

6. **SUPERVISION AND ADVISING**

6.1 Two part-time high school teachers/advisors will be assigned to the program. The teachers/advisors will be employees of the NHUSD and will have the responsibility to meet with students on a daily basis to counsel with students and parents and to assure the opportunity for success of students as they progress through the program.

6.2 NHUSD teachers/advisors will work closely with and get advice from an OCCD counselor who had knowledge about CCP.

7. **SELECTION OF TEACHER/ADVISOR**

7.1 The teachers and College Connection Program counselor will be selected and employed by the NHUSD.

8. **TRANSPORTATION**

8.1 Transportation is the responsibility of the individual student.

9. **EXTRA-CURRICULAR ACTIVITIES AND ATHLETICS/HIGH SCHOOL**
9.1 For purposes of this agreement, students shall remain with their high school district and will be subject to the rules and regulations of their district regarding extracurricular activities and athletics. Students are still considered juniors and seniors in high school and will be expected to graduate with their class.

10. PROGRAM COST
10.1 No tuition will be charged to students. The NHUSD will cover the cost of the high school textbooks. The OCCD instructors shall determine the type, make, and model of all equipment, books, and materials to be used during each course offered at Ohlone College as part of this CCP Agreement. Students will be responsible for college textbook costs and parking fees if parking is used. The NHUSD will work with students in hardship cases.

11. FACILITIES
11.1 OCCD will provide adequate classroom space at its facilities and office space for teachers, or other mutually agreed upon location, to conduct instruction and do so without charge to NHUSD or students. OCCD agrees to clean, maintain, and safeguard OCCD's premises. OCCD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

11.2 Ohlone will provide a computer, telephone line, Ohlone email address, internet access, and a classroom and an office for the teacher.

11.3 NHUSD will furnish, at its own expense, all NHUSD course materials, specialized equipment, and other necessary equipment for all NHUSD students. The parties understand that such equipment and materials are NHUSD's sole property. NHUSD understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

12. PROGRAM ASSESSMENT
12.1 High school teachers and counselors assigned to this program will meet regularly with the appropriate Ohlone College Connection Counselor, NHUSD staff member, and Ohlone Academic Affairs Representative in order to assess the progress of the program. It is the responsibility of the high school teacher/advisor, with the support of all participating high school and college record-keeping departments, to supply data needed to develop necessary information for evaluation purposes.

13. ON-SITE POINT OF CONDUCT
13.1 OCCD: Academic Affairs Representative.

13.2 NHUSD will keep Academic Affairs Representative informed when they have a substitute teacher in case of emergency.

14. PROGRAM EVALUATIONS/ RECOMMENDATIONS
14.1 A committee representing all constituencies will meet at least once each semester in order to evaluate the program and make specific recommendations.

15. PROGRAM CREDIT EARNED BY STUDENTS
15.1 All college-level credit earned while participating in the College Connections Program will remain on the Ohlone College transcript. Since students are concurrently enrolled in high school and college, the NHUSD may need to consider college coursework completed, along with required high school level courses passed, when evaluating their students to meet graduation requirements. Students must meet the high school graduation requirements in their district as defined by their NHUSD Board.

16. OHLONE APPLICATION PROCEDURE
16.1 OCCD will be responsible for processing student applications with Ohlone’s assigned counselor, and NHUSD teachers’/advisors’ assistance.
16.2 OCCD will provide the necessary admission and registration forms and procedures, and both OCCD and NHUSD will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements if any.
16.3 NHUSD agrees to assist OCCD in the admission and registration of NHUSD students as may be necessary and requested by OCCD.
16.4 NHUSD and OCCD understand and agree that successful OCCD admission and registration requires that each participating student has completed the OCCD enrollment application process.
16.5 Participating students enrolled in a course offered through the College Connections Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f) & (q).

17. PARTICIPATING STUDENTS
17.1 A high school student enrolled in a course offered through a College Connections Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f). The Governing Board of OCCD shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (p) & (q).
17.2 Participating students must meet all OCCD prerequisite requirements as established by OCCD and stated in the OCCD catalog before enrolling in a course offered as part of this CCP Agreement.
17.3 Grades earned by students enrolled in courses offered as part of this CCP Agreement will be posted on the official OCCD transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the OCCD catalog.

17.4 Students enrolled in courses offered as part of this CCP Agreement will be directed to the official catalog of the college for information regarding applicable policies and procedures.

17.5 Students enrolled in OCCD courses offered as part of this CCP Agreement will be eligible for student support services, which shall be available to them at the college or through NHUSD. OCCD shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the college. NHUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at NHUSD.

17.6 Students who withdraw from courses offered as part of this CCP Agreement will not receive OCCD credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to OCCD policy.

17.7 Any OCCD course dropped prior to the W (Withdraw) deadline will not appear on the NHUSD or the OHLONE transcript.

18. CCP AGREEMENT COURSES

18.1 OCCD is responsible for all courses and educational programs offered at the Ohlone campus as part of the CCP Agreement and NHUSD is responsible for all high school courses offered on the Ohlone campus and taught by NHUSD teachers.

18.2 Courses offered as part of a CCP Agreement either at OCCD or NHUSD shall be jointly reviewed and approved for inclusion in the CCP Agreement.

18.3 Ohlone courses offered as part of this CCP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to OCCD as well as any corresponding policies, practices, and requirements of NHUSD. In the event of a conflict between OCCD course-related regulations, policies, procedures, prerequisites, and standards and NHUSD policies, practices, and requirements, the OCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

18.4 Site visits and teacher evaluations by one or more representatives from NHUSD shall be permitted to ensure that NHUSD courses offered are in compliance with NHUSD academic standards.

18.5 A student's withdrawal prior to completion of an Ohlone course offered as part of this CCP Agreement shall be in accordance with the OCCD guidelines, policies, pertinent statutes, and regulations.

19. ASSESSMENT OF LEARNING AND CONDUCT
19.1 Students enrolled in OCCD courses offered as part of this CCP Agreement shall be held to the same grading standards as those expected of students in courses taught on the OCCD campus.

19.2 Students enrolled in OCCD courses offered as part of this CCP Agreement shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the OCCD campus.

19.3 Students enrolled in OCCD courses offered as part of this CCP Agreement shall be held to the same behavioral standards as those expected of students in courses taught on the OCCD campus.

19.4 Students enrolled in OCCD courses offered as part of this CCP Agreement 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 OCCD when a student completes intake with Student Accessibility Services. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters shall be provided by OCCD for OCCD courses.

19.5 Students enrolled in NHUSD courses offered as part of this CCP Agreement who have an Individualized Education Program (“IEP”) shall receive all programs and services provided for under the IEP by NHUSD. The OCCD has no responsibility for implementing any portion of a student’s IEP.

19.6 OCCD and NHUSD shall jointly draft a Notice to Parents that outlines the FERPA rights, responsibilities of students participating in the CCP Program, and the respective responsibilities of OCCD and NHUSD described in this Agreement and provide the College Connections orientations for parents and students.

20. LIAISON AND COORDINATION OF RESPONSIBILITIES

20.1 OCCD shall appoint an administrator who will serve as a point of contact to facilitate coordination and cooperation between OCCD and NHUSD in conformity with OCCD policies and standards. Among other things, the OCCD administrator and the NHUSD educational administrator shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in the CCP program.

20.2 OCCD will provide NHUSD personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCP Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and compliance with OCCD policies, procedures, and academic standards.

20.3 NHUSD shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and OCCD applications, the enrollment of eligible students, and other related services as deemed necessary.

20.3A The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
20.3B The total number of OCCD courses by course category and type and by school site enrolled in by CCP partnership participants.

20.3C The total number and percentage of successful course completions, by course category and type and by school site, of CCP partnership participants.

20.3D The total number of full-time equivalent students generated by CCP partnership community college district participants.

20.4 OCCD will complete and submit the Apportionment Attendance Report (CCFS-320).

21. APPORTIONMENT

21.1 OCCD shall include the students enrolled in a CCP 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.

21.2 OCCD shall not receive a state allowance or apportionment for an instructional activity for which NHUSD has been, or shall be, paid an allowance or apportionment.

21.3 The attendance of a high school pupil at OCCD as a special part-time or full-time student pursuant to this section is authorized attendance for which OCCD shall be credited or reimbursed pursuant to Education Code, provided that no school district has received reimbursement for the same instructional activity.

22. CERTIFICATIONS

22.1 NHUSD certifies that the direct education costs of the courses offered as part of this CCP Agreement are not being fully funded through other sources.

22.2 OCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCP Agreement from other sources.

22.3 NHUSD agrees and acknowledges that OCCD will claim apportionment for NHUSD students enrolled in OCCD course(s) under this CCP Agreement.

22.4 This CCP Agreement certifies that any NHUSD teacher teaching a course on an OCCD campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended. Sec. 2 (h).

23. PROGRAM IMPROVEMENT

23.1 OCCD and NHUSD may annually conduct surveys of participating NHUSD pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCP Agreement.

24. RECORDS
24.1 Permanent records of student attendance, grades, and achievement will be maintained by NHUSD for NHUSD students who enroll in a high school course(s) offered as part of this CCP Agreement. Permanent records of student enrollment, grades, and achievement for OCCD students shall be maintained by OCCD.

24.2 NHUSD shall complete a document certifying that NHUSD has made a determination that a participating student is prepared for OCCD level coursework and shall maintain such document on file for audit purposes as prescribed by Title 5 of the California Code of Regulations, section 59026(b).

24.3 Each party shall maintain records pertaining to this CCP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party’s pertinent records subject to federal and state privacy statutes.

25. INDEMNIFICATION

25.1 NHUSD agrees to and shall indemnify, save and hold harmless OCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NHUSD’s performance of this CCP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of NHUSD, its officers, employees, independent contractors, subcontractors, agents, and other representatives.

25.2 OCCD agrees to and shall indemnify, save and hold harmless NHUSD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of OCCD and OCCD’S performance of this CCP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of OCCD and OCCD’S officers, employees, independent contractors, subcontractors, agents, and other representatives.

26. INSURANCE

26.1 NHUSD, in order to protect OCCD, its agents, employees, and officers against claims and liability for death, injury, loss, and damage arising out of or in any manner connected with the performance and operation of the terms of this CCP Agreement, shall secure and maintain in force during the entire term of this CCP Agreement, general liability insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of
insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name OCCD, its agents, employees, and officers as an additional insured for the purposes of this CCP Agreement. A certificate of insurance including such endorsement shall be furnished to OCCD.

26.2 For the purpose of Workers' Compensation, NHUSD shall be the "primary employer" for all its personnel who perform services as a teacher. NHUSD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective NHUSD personnel made in connection with performing services and receiving instruction under this CCP Agreement. NHUSD agrees to hold harmless, indemnify, and defend OCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by NHUSD personnel connected with providing services under this CCP Agreement. OCCD is not responsible for non-NHUSD personnel who may serve as the teacher(s) or students who are not affiliated with OCCD.

27. NON-DISCRIMINATION
27.1 Neither NHUSD nor OCCD 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.

28. TERMINATION
28.1 Either party may terminate this CCP 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. Written notice of termination of this CCP Agreement shall be addressed to the responsible person.

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:

Ohlone Community College District
43600 Mission Blvd.
Fremont, CA 94539
Dr. Eric Bishop, President/Superintendent

New Haven Unified School District
34200 Alvarado-Niles Rd.
Union City, CA 94587
Dr. John Thompson, Superintendent
30. INTEGRATION
30.1 This CCP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCP Agreement.

31. MODIFICATION AND AMENDMENT
31.1 No modifications or amendments of any of the terms or provisions of this CCP Agreement shall be binding unless made in writing and signed by the Parties.

32. GOVERNING LAWS
32.1 This CCP Agreement shall be interpreted according to the laws of the State of California.

33. COMMUNITY OHLONE DISTRICT BOUNDARIES
33.1 For locations outside the geographical boundaries of OCCD, OCCD 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.

34. SEVERABILITY
34.1 This CCP Agreement shall be considered severable, such that if any provision or part of the CCP Agreement is ever held invalid under any law or ruling, that provision or part of the CCP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

35. COUNTERPARTS
35.1 This CCP 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.

TERM OF AGREEMENT:
The term of this College Connections Agreement shall be for three years beginning in January 2021 and ending on June 30, 2024, and requires renewal every two years by July 1, unless otherwise terminated in accordance with Section 29 of this CCP Agreement.

This agreement shall stay in effect until it is amended or terminated by the districts involved.

Executed on this 19th day of January 2021

Signatures of authorized officials:
Scott Pizani
New Haven Unified School District
Assistant Superintendent/Chief Academic Officer

Dr. Eric Bishop
Ohlone Community College District
Superintendent/President