

**COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP (CCAP)  
AGREEMENT:**

An Early College Pathway Partnership Agreement between the Napa Valley Community  
College District (NVCCD) and Saint Helena Unified School District (SHUSD)  
2026-2029

**1. LEGAL AUTHORITY**

This Napa Valley College and Career Access Pathways Partnership Agreement (CCAP Agreement), also known as an Early College Pathway Partnership Agreement (ECP), is between Napa Valley College Community College District, 2277 Napa-Vallejo Highway, Napa, CA 94558 (COLLEGE) and Saint Helena Unified School District, 465 Main Street, Saint Helena, CA 94574 (SCHOOL DISTRICT).

WHEREAS, the mission of Napa Valley College includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career /technical education, and basic skills proficiency; and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for 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” AB 288 Section 1 (d); and

WHEREAS, SHUSD is a public school district serving grades 9-12 located within the regional service area of Napa Valley College, unless otherwise specified and agreed to as specified in AB 288 Sec. 2 Education Code Section 76004(e); and

WHEREAS, NVCCD and SHUSD desire to enter into this CCAP Partnership Agreement (branded as an Early College Pathway) for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;” and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, and NVCCD;

NOWHEREFORE, NVCCD and SHUSD agree as follows:

## 2. TERMS OF AGREEMENT

- 2.1. The CCAP Agreement shall be effective from the date of its approval by the governing Boards of NVCCD and SHUSD ("Effective Date"). The process for adoption and approval of this CCAP Agreement is provided in Appendix A. The term ("Term") of this Agreement shall be for a period of three (3) years, commencing on the Effective Date and ending on June 30, 2029, unless otherwise terminated in accordance with Section 21 of this CCAP Agreement. By approval of the governing Boards of NVCCD and SHUSD, this Agreement may be renewed for additional years.
- a. NVCCD shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college except where an Agreement exists, or is established, between those community colleges authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
    - i. If the course(s) will be located outside the boundaries of NVCCD, the COLLEGE must comply with the requirements of title 5, sections 55300 et seq., concerning approval by adjoining high school or community college and use of non-district facilities.
  - b. By mutual agreement, SHUSD and NVCCD will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
  - c. SHUSD and NVCCD will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this Agreement to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
    - i. NVCCD is responsible for the educational program(s) and/or course(s) offered on-site at SHUSD.
  - d. A description of the College and Career Access Pathways included under this Agreement is appended to the document and shall be known as Appendix B. Any updates to Appendix B, by mutual Agreement of SHUSD and NVCCD, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
  - e. Enrollment in CCAP courses offered as part of this Agreement at SHUSD during the regular school day will be limited to high school students in SHUSD. *AB 288 Sec. 2, EC § 76004(o)(1)*

- f. NVCCD and SHUSD shall ensure that one (1) public (informational and adoption) meeting is held in the review and approval of this CCAP Agreement. *AB 288Sec. 2*
- g. NVCCD shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. *AB 288 Sec. 2*
- h. A copy of the NVCCD and SHUSD CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges before the start of the CCAP partnership. *AB 288Sec. 2*

### **3. DEFINITIONS**

- 3.1. 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 SHUSD have been approved in accordance with the policies and guidelines of the COLLEGE and applicable law. *AB 288 Sec. 2*
- 3.2. Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to *SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption*: Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

### **4. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUMSCHOOLDAY**

- 4.1. Student Eligibility - Students are eligible who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 4.2. Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to NVCCD and who meet all

applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by Napa Valley College and shall be in compliance with applicable law and college standards and policies.

- 4.3. NVCCD Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and college policy.
- 4.4. Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official NVCCD transcript for grade submission to SHUSD unless otherwise specified in the Appendix.
- 4.5. Priority Enrollment – NVCCD as participant in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. AB 288 Sec. 2 (3)(g)
- 4.6. As part of this CCAP Agreement, NVCCD shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. AB 288 Sec. 2 (d)
- 4.7. Students participating in a CCAP partnership program may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 4.8. Minimum School Day - SHUSD shall certify that it shall teach district students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

## **5. NAPA VALLEY COLLEGE APPLICATION PROCEDURE**

- 5.1. NVCCD will be responsible for processing student applications.
- 5.2. NVCCD will provide the necessary admission and registration forms and procedures and both NVCCD and SHUSD will jointly ensure that each applicant accepted has met all the

enrollment requirements, including liability and medical care coverage requirements, if any.

- 5.3. SHUSD agrees to assist Napa Valley College in the admission and registration of SHUSD students as may be necessary and requested by NVCCD.
- 5.4. SHUSD and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 5.5. Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(g)

## **6. PARTICIPATING STUDENTS**

- 6.1. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The governing board of Napa Valley College shall exempt special part-time students under this CCAP Agreement as described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 6.2. The total cost of books and instructional materials for SHUSD students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be borne by SHUSD. Books and instructional materials purchased by SHUSD will remain the property of and housed at SHUSD. The COLLEGE will ensure, whenever possible, textbooks remain the same throughout the term of the CCAP agreement. Both SHUSD and COLLEGE will pursue methods of keeping textbook costs down and will seek additional funding sources including grants to cover textbook costs.
- 6.3. Participating students must meet all Napa Valley College prerequisite requirements as established by the college and as stated in the Napa Valley College catalog before enrolling in a course offered as part of this CCAP Agreement.
- 6.4. Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official Napa Valley College transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the Napa Valley College catalog.
- 6.5. Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the Napa Valley College for information regarding applicable policies and procedures.
- 6.6. Students enrolled in Napa Valley College courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the

college or through SHUSD. NVCCD 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. SHUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at SHUSD.

- 6.7. Students requiring reasonable accommodation for COLLEGE courses offered at SHUSD as part of this CCAP Agreement will receive services through SHUSD. Students requiring reasonable accommodations for COLLEGE courses offered at the COLLEGE will receive services through the COLLEGE.
- 6.8. Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 6.9. A course dropped within the Napa Valley College drop “without a W” deadline will not appear on SHUSD or the COLLEGE transcript.

## **7. CCAP AGREEMENT COURSES**

- 7.1. The COLLEGE may limit enrollment in a community college course offered pursuant to this CCAP Agreement solely to eligible high school students if the course is offered at a high school campus, either in person or using an online platform, during the regular school day AB 288 Sec. 2 (o)(1)
- 7.2. Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. AB 288 Sec. 2 (o) (1)
- 7.3. NVCCD is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program are offered on site at SHUSD or at the college.
- 7.4. The scope, nature, time, location, and listing of courses offered by NVCCD with the approval of the Governing Board will be recorded in the Appendix B to this Agreement. AB 288 Sec. 2 (c) (1)
- 7.5. Courses offered as part of this CCAP Agreement either at NVCCD or SHUSD should be jointly reviewed and approved.
- 7.6. Courses offered as part of this CCAP Agreement at SHUSD shall be of the same quality and rigor as those offered on NVCCD campus and shall be in compliance with NVCCD academic standards.

- 7.7. Courses offered as part of this CCAP Agreement at SHUSD shall be listed in the COLLEGE catalog with the same department designations, course descriptions, Student Learning Outcomes, (SLO's) numbers, titles, and credits and the faculty course syllabus.
- 7.8. Courses offered as part of this CCAP Agreement at SHUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 7.9. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to COLLEGE as well as any corresponding policies, practices, and requirements of SHUSD. In the event of a conflict between NVCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SHUSD policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 7.10. Site visits and instructor evaluations by one or more representatives of the COLLEGE shall be permitted by SHUSD to ensure that courses offered as part of this CCAP Agreement in SHUSD are the same as the courses offered on the COLLEGE campus and in compliance with COLLEGE academic standards.
- 7.11. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 7.12. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 7.13. NVCCD has the sole right to control and direct the instructional activities of all instructors, including those who are SHUSD employees.
- 7.14. This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SHUSD, and shall involve collaborative effort between SHUSD and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2 (n)*

## **8. INSTRUCTOR(S)**

- 8.1. All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in sections 53410 and 58060 of Title V of the California Code of Regulations, as required or hired as part of an Instructional Service Agreement.

Instructor qualifications are consistent with requirements courses given by the COLLEGE. Cal. Code Regs., Title 5, § 53410.

- 8.2. COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are NVCCD employees. SHUSD shall be solely responsible for the salaries, wages, and benefits due to the dual enrollment faculty who are SHUSD employees, unless otherwise agreed by SHUSD and NVCCD.
- 8.3. The CCAP Agreement Appendix shall specify which participating SHUSD or NVCCD will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. AB 288 Sec. 2 (m) (1)
- 8.4. NVCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.
- 8.5. This CCAP Agreement specifies SHUSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m) (2)
- 8.6. Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control that is reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.7. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on an SHUSD site. Prior to teaching, faculty provided by SHUSD shall receive discipline-specific training and orientation from NVCCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 8.8. Faculty provided by SHUSD will participate in professional development activities sponsored by the COLLEGE as required by the terms and conditions of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to; address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 8.9. Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the college, subject to the approval of the COLLEGE.

## 9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at SHUSD shall be held to the same standards of achievement and Student Learning Outcomes as students in courses taught on the college campus.
- 9.2. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at SHUSD shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus and found in the faculty course syllabus.
- 9.3. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at SHUSD shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus and found in the faculty course syllabus.
- 9.4. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at SHUSD shall be held to the same behavioral standards as those expected of students in courses taught on the college campus. Both parties will work together in resolving behavioral issues.

## 10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1. NVCCD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact for college and SHUSD to facilitate and coordinate as to this Agreement in conformity with COLLEGE policies and standards. AB 288 Sec.2 (c) (2)
- 10.2. NVCCD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between NVCCD and SHUSD in conformity with COLLEGE policies and standards. Sec. 2 (c) (2)
- 10.3. SHUSD shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SHUSD and NVCCD in conformity with SHUSD policies and standards. Sec. 2 (c) (2)
- 10.4. NVCCD will provide SHUSD personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with COLLEGE policy and procedures and academic standards.
- 10.5. SHUSD shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and NVCCD applications, the enrollment of eligible students and other related services as deemed necessary.

- 10.6. SHUSD personnel will perform services specified in 10.4 as part of their regular assignment. SHUSD personnel performing these services will be employees of SHUSD, subject to the authority of SHUSD, but will also be subject to the direction of NVCCD, specifically with regard to their duties pertaining to the COLLEGE courses.
- 10.7. This CCAP Agreement requires completion and submission of an annual report, as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by NVCCD and SHUSD on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in this CCAP Agreement partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP Agreement partnership participants. Sec. 2 (t)(1)(B)
  - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP Agreement partnership participants. Sec. 2 (t)(C)
  - The total number of full-time equivalent students generated for NVCCD by CCAP Agreement partnership participants. Sec. 2 (t)(1)(D)

## 11. APPORTIONMENT

- 11.1. Napa Valley College shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
- a. NVCCD may limit enrollment in a course solely to eligible high school students if the course is offered at a SHUSD campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o) (1)*
    - i. For purposes of allowances and apportionments from Section B of the State School Fund, a community NVCCD conducting a closed course on a high school campus pursuant to ABB 288 Sec. shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2
  - b. Neither SHUSD nor NVCCD shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)

- c. The attendance of a high school pupil at NVCCD as a special part-time or full-time student pursuant to this section is authorized attendance for which the COLLEGE shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no SHUSD has received reimbursement for the same instructional activity. Sec. 2 (s)
- d. The number of full-time equivalent students (FTES) that NVCCD will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at SHUSD can be found in Appendix B of this AGREEMENT.

## **12. OTHER PROCEDURES, TERMS, AND CONDITIONS**

- 12.1. NVCCD shall provide SHUSD with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:
  - a. Enrollment period;
  - b. Student fees ;
  - c. Number of class hours sufficient to meet the stated performance objectives (if applicable);
  - d. Supervision and evaluation of students; and
  - e. Withdrawal of students prior to completion of a course of program.
- 12.2. Current NVCCD policies and procedures are accessible on the college website at [www.napavalley.edu](http://www.napavalley.edu)
- 12.3. NVCCD and SHUSD shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- 12.4. NVCCD shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with NVCCD guidelines regarding the review of its programs and partnership agreements.

## **13. CERTIFICATIONS**

- 13.1. Classes offered as part of this CCAP Agreement are not being fully funded through other sources.
- 13.2. NVCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 13.3. SHUSD agrees and acknowledges that NVCCD will claim apportionment for SHUSD students enrolled in NVCCD course(s) under this CCAP Agreement.

- 13.4. This CCAP Agreement certifies that any NVCCD instructor teaching a course on a SHUSD campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 13.5. This CCAP Agreement certifies that any NVCCD instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 13.6. This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for COLLEGE credit at a high school campus has not displaced or resulted in the termination of an existing NVCCD faculty member teaching the same course at the college campus. Sec. 2 (j)
- 13.7. NVCCD certifies that:
- a. An NVCCD course offered for COLLEGE credit at the participating SHUSD does not reduce access to the same course offered at the partnering college. Sec.2(k)(1)
  - b. An NVCCD course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - c. The Agreement is consistent with the core mission of the NVCCD pursuant to Section 66010.4, and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the college. Sec. 2 (k)(3)
  - d. This Agreement certifies that NVCCD and SHUSD comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

#### **14. PROGRAM IMPROVEMENT**

- 14.1. NVCCD and SHUSD may annually conduct surveys of participating SHUSD pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

#### **15. RECORDS**

- 15.1. Permanent records of student attendance, grades and achievement will be maintained by SHUSD for district students who enroll in any course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for NVCCD students shall be maintained by the college. Annual Unofficial Student Transcripts will be made available to students and parents and to school site administration.

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

## **16. REIMBURSEMENT**

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

## **17. FACILITIES**

- 17.1. SHUSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NVCCD or students. SHUSD agrees to clean, maintain, and safeguard district premises. SHUSD warrants that its facilities are safe and compliant with all applicable buildings, fire, and safety codes.
- 17.2. SHUSD will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SHUSD students. The parties understand that such equipment and materials are SHUSD's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SHUSD understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3. NVCCD facilities may be used subject to mutual Agreement by the parties as expressed in the Appendix to this Agreement.

## **18. INDEMNIFICATION**

- 18.1. SHUSD agrees to and shall indemnify, save and hold harmless the NVCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of school's district's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of SHUSD, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 18.2. NVCCD to and shall indemnify, save and hold harmless SHUSD 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 Napa Valley College performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of Napa Valley College, its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **19. INSURANCE**

- 19.1. SHUSD, in order to protect NVCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this 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 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 NVCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to NVCCD.
- 19.2. For the purpose of Workers' Compensation, SHUSD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SHUSD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SHUSD personnel made in connection with performing services and receiving instruction under this Agreement. SHUSD agrees to hold harmless, indemnify, and defend Napa Valley College, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SHUSD personnel connected with providing services under this CCAP Agreement. SHUSD is not responsible for non-SHUSD personnel who may serve as instructors or students who are not affiliated with SHUSD.

## **20. NON-DISCRIMINATION**

- 20.1. Neither SHUSD nor NVCCD 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.

## **21. TERMINATION**

- 21.1. 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 person responsible listed in Section 20 below.

**22. NOTICES**

22.1. Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, certified or registered, postage to be prepaid, return receipt requested, at the following addresses and attention of the persons indicated below, to the following addresses:

**SHUSD**  
 Saint Helena Unified School District  
 465 Main Street  
 Saint Helena, CA 94574

**NVCCD**  
 Napa Valley Community College District  
 2277 Napa-Vallejo Highway  
 Napa, CA 94558

ATTN  
 Dr. Jodi McClay  
 Superintendent  
 Saint Helena Unified School District

ATTN  
 Dr. Priscilla Mora  
 Assistant Superintendent/Vice President  
 of Academic Affairs  
 Napa Valley College

**23. INTEGRATION**

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

**24. MODIFICATION AND AMENDMENT**

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

**25. GOVERNING LAWS**

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

**26. COMMUNITY NAPA VALLEY NVCCD BOUNDARIES**

26.1. For locations outside the geographical service area boundaries of NVCCD 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 NVCCDs 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 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.

Executed on April 16, 2026 (Board-approved date)

By: Jodi McClay

Dr. Jodi McClay  
Superintendent  
Saint Helena Unified School District

By: Dr. Priscilla Mora

Dr. Priscilla Mora  
Assistant Superintendent/Vice President  
of Academic Affairs  
Napa Valley College

**APPENDIX A  
NAPA VALLEY COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP  
AGREEMENT FOR DUAL ENROLLMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Napa Valley College Community College District, 2277 Napa-Vallejo Highway, Napa, CA 94558 (NVCCD) and Saint Helena Unified School District, 465 Main St, Saint Helena, CA 94574 (SHUSD).

WHEREAS, NVCCD and SHUSD agree to record specific components of the CCAP Agreement using this Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of NVCCD pursuant to Section 66010.4, and pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the NVCCD; Sec. 2 (k)(3)

NOW THEREFORE, NVCCD and SHUSD agree as follows:

**1. CCAP AGREEMENT**

- a. NVCCD and SHUSD shall ensure that a public informational and adoption meeting is held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. NVCCD shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c) (2) Confirmation of the filing shall be provided to SHUSD.
- c. NVCCD and SHUSD shall review and establish new or amended CCAP Agreements annually on or before June 30 and follow the protocols set forth in (a) and (b) of this section.
- d. NVCCD and SHUSD point of contact: Sec. 2 (c) (2)

LOCATION	NAME	TELEPHONE	EMAIL
Napa Valley College	Cristine Tapia Manager, Educational Partnerships and Early College	(707) 256-7257	cristine.tapia@napavalley.edu
Saint Helena Unified School District	Benjamin Scinto Principal Saint Helena High School	(707) 967-2740	bscinto@sthelenaunified.org

## 2. STUDENT SELECTION

- a. Minimum School Day - SHUSD certifies that it shall teach district students participating as part of the CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances NVCCD shall claim allowable FTES for the enrollment of high school students in any CCAP Agreement community college course.
- b. SHUSD shall select students consistent with the intent of AB 288 to include: high school students “who may not already be Napa Valley College bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. NVCCD and SHUSD certify that participating students will have a signed parental consent form on file with the college. *Preamble and Sec. 2 (c)(1)*
- d. NVCCD and SHUSD certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p) (1-3)*

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

- a. NVCCD is responsible for all educational program(s) and course(s) offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at SHUSD or at NVCCD.

**APPENDIX B**

**1. CCAP AGREEMENT WITH SHUSD**

Napa Valley College has identified the following: program year, educational program(s) and course(s) to be offered at the said term and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

**PROGRAM YEAR/S:** 2026-2029

**EDUCATIONAL PROGRAM (S):** Education, History, Hospitality, Culinary Arts & Tourism Management, Mathematics, Theater Arts

**HIGH SCHOOL:** Saint Helena High School

**LOCATION:** 1401 Grayson Avenue, Saint Helena, CA 94574

**Estimated Number of Students to be Served:** 575

**Estimated FTES:** 52.57

<b>COURSE NUMBER</b>	<b>COURSE NAME</b>	<b>TERM</b>	<b>UNITS</b>	<b>CONTACT HOURS</b>	<b>INSTRUCTOR</b>	<b>EMPLOYER OF RECORD</b>	<b>LOCATION</b>
EDUC 100	Teaching as a Profession	Fall/Spring	3.0	54	Binder, B	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
HCTM-100	Sanitation and Safety	Spring	2.0	36	Gibbon, B	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
HCTM-111	Intro to Baking and Pastry	Spring	2.0	36	Gibbon, B	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
HCTM-120	Intro to Hospitality Management	Spring	3.0	54	Gibbon, B	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
HIST-120	United States History 1	Fall	3.0	54	Blasingame, E	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
HIST-121	United States History 2	Spring	3.0	54	Blasingame, E	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
MATH-106	College Algebra	Fall	4.0	72	Butts, M	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
MATH-108	Trigonometry	Spring	3.0	54	Butts, M	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
MATH-120	Calculus I	Fall	5.0	90	Butts, M	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
MATH-121	Calculus II	Spring	5.0	90	Butts, M	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
THEA-151	Theater: Contemporary	Fall	3.0	54	Coyle, P	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
THEA-153	Rehearsal and Performance: Musical	Spring	3.0	54	Coyle, P	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2(c)(1):

SHUSD Counselors and lead teachers select students based on academic readiness and the alignment of the course content to students' and educational goals.

SHUSD and NVCCD faculty identified CCAP courses using the following criteria:

1) Alignment with high school and college program of study.

2) Potential for course completion to accelerate students' time to complete a post-secondary degree or certificate.

**2. BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SHUSD students participating as part of this CCAP agreement will be borne by SHUSD.

HCTM-100	Foundations of Restaurant Management & Culinary Arts, By National Restaurant Assn. Publisher: Pearson		ServSafe Manager course with proctored exam	\$95
HCTM-120	Introduction to Hospitality, 3rd edition By John Walker Publisher: Prentice-Hall Publishing Co.  On Culinary, 5th edition, By Labensky, Hause and Martel Publisher: Prentice-Hall Publishing Co.			
HIST-120 HIST-121	TBD			
MATH-106 MATH-108	Openstax Pre-Calculus	OER/Zero Cost Textbook		
MATH-120 MATH-121	Calculus, Early Transcendentals - WebAssign By Stewart, James Edition : 8 <sup>th</sup> Publisher : CENGAGE CO ISBN 13 : 9780357128930	\$161.77 (DIGITAL)		
THEA-151 THEA-153			Scripts for productions obtained by SCHOOL DISTRICT	

### **3. MANDATED ANNUAL STATE REPORTING**

- a. NVCCD and SHUSD shall ensure accurate and timely reporting of the total number of COLLEGE full-time equivalent students generated by CCAP Agreement partnership participants.
- b. NVCCD and SHUSD shall each year report the annual total number of unduplicated high school student headcounts by school site enrolled under the CCAP Agreement, aggregated by gender and ethnicity and reconciled on or before July 15<sup>th</sup> of the reporting year, and the information shall be reported in compliance with all applicable state and federal privacy laws. The NVCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1) (A)*
- c. NVCCD and SHUSD shall report the annual total number of community college courses by category and type and by school site enrolled in under this CCAP Agreement. *Sec. 2 (t) (1) (B)*
- d. NVCCD and SHUSD shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t) (1) (C)*
- e. NVCCD and SHUSD shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t) (1) (D)*
- f. NVCCD and SHUSD shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

### **4. CCAP AGREEMENT DATA MATCH AND REPORTING**

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

### **5. PRIVACY OF STUDENT RECORDS**

- a. NVCCD and SHUSD understand and agree that education records of students enrolled in the CCAP Agreement course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of §99.30 and state law as set forth in Education Code §§ 49064 and 49076). NVCCD and SHUSD 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 parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education

Code §§ 49064 and 49076.)


- b. Limitation on Use. NVCCD and SHUSD shall use each student education record that is collected pursuant to this CCAP Agreement solely for a purpose(s) consistent with NVCCD and SHUSD authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. Recordkeeping Requirements. NVCCD and SHUSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, NVCCD and SHUSD hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

**6. FACILITIES USE**

- a. NVCCD and SHUSD shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. NVCCD, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following Napa Valley College facilities:

BUILDING	CLASSROOM	DAYS	HOURS
N/A	N/A	N/A	N/A

Executed on April 16, 2026 (Board-approved date)

By:   
Dr. Jodi McClay  
Superintendent  
Saint Helena Unified School District

By: Dr. Priscilla Mora  
Dr. Priscilla Mora  
Assistant Superintendent/  
Vice President of Academic Affairs  
Napa Valley College