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OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Bernard McCune, Deputy Chief Postsecondary Readiness
Preston Thomas, Executive Director College and Career

Board Meeting Date August 12, 2015

Subject **Memorandum Of Understanding Regarding Pilot Project For High School Special Admit Classes (aka Dual Enrollment) Between The Peralta Community College District ("PCCD") And The Oakland Unified School District**

Action/Recommendation **Approval of Memorandum Of Understanding Regarding Pilot Project For High School Special Admit Classes (aka Dual Enrollment) Between The Peralta Community College District And The Oakland Unified School District**

Background/ Discussion

Research shows that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree. For some time, PCCD and the District have been collaborating to formalize a pilot program for dual enrollment of District students at one of the four PCCD colleges and provide college credit courses ("Courses") to high school students. Many of the courses will be Pathways and Linked Learning.

The term of the MOU pilot program is August 1, 2015 to December 30, 2016. The District will incur costs: if the selected dual enrollment Course is under enrolled, and the District is responsible for the costs of books, equipment and materials for District students enrolled in Courses. State apportionment or funding for the Courses will be paid to PCCD as provided in State regulations. OUSD teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges and meet the minimum qualifications for the Course for which they are applying are eligible to apply to teach Courses at PCCD. All instructors teaching under this MOU are PCCD staff for purposes of the Course taught and are paid for the Course by PCCD. The Courses may be offered on OUSD



campuses or PCCD campuses.

Fiscal Impact

Direct cost unknown but not likely to exceed \$100,000 per fiscal year

Attachment

Agreement

**MEMORANDUM OF UNDERSTANDING
REGARDING PILOT PROJECT FOR HIGH SCHOOL SPECIAL ADMIT CLASSES
BETWEEN THE PERALTA COMMUNITY COLLEGE DISTRICT AND THE
OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is between the Peralta Community College District and its community colleges (together “PCCD”) and Oakland Unified School District (“School District”). This MOU is dated as of August 1, 2015 (the “Effective Date”).

RECITALS

WHEREAS, PCCD is comprised of four (4) community colleges (College of Alameda, Berkeley City College, Laney College and Merritt College) whose mission includes providing educational programs and services that are responsive to the needs of the students and communities in which it is located;

WHEREAS, School District is a school district located in one of the communities within PCCD’s service area, whose mission includes providing its students with skills to ensure they are caring, competent fully-informed critical thinkers who are prepared for college, career and community success;

WHEREAS, Given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, PCCD and School District desire to collaborate and provide college credit courses (“Courses”) to high school students within School District’s geographic boundaries to provide pathways from high school to college that increase student persistence and completion rates at both institutions;

WHEREAS, Course instruction will comply with the student selection standards, curriculum guidelines, recommendations, policies and procedures required by California law;

WHEREAS, the parties desire to enter into this MOU to memorialize their collaboration for this pilot project, set forth their mutual rights and responsibilities and the terms of their relationship and the parameters of any Courses;

WHEREAS, this MOU contemplates that the parties will enter into a course agreement (“Course Agreement”) for each Course offered and taught pursuant to this MOU in substantially the form attached hereto as Exhibit A, that each Course Agreement will fully incorporate the terms of this MOU by reference, and that each Course Agreement will set out the necessary details specific to the particular Course;

WHEREAS, the parties intend for PCCD to report full-time equivalent students (FTES) and obtain State of California (“State”) apportionment for the Courses in accordance with California Code of Regulations, Title 5 (“Title 5, CCR”), sections 58050, 58051, and 58051.5; and

WHEREAS, all Courses will be offered as face-to-face courses within PCCD’s service area. On-line courses are not available under this MOU;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.
2. **Effective Date and Duration.** This MOU shall be effective once signed by the authorized representatives of both parties, effective as of the Effective Date, and continue in effect until December 30, 2016, unless extended or terminated by the parties in the manner described herein.
3. **Early Termination.** This MOU may be terminated by either party hereto if the other party fails to timely comply with any of its obligations hereunder. Termination will be effective 60 calendar days (or such later time set forth in the notice) after the terminating party delivers a written notice to the other party specifically indicating the breach, if the other party fails to cure within such timeframe, provided however that this MOU shall continue in full force and effect with regards to any Course then being taught until the end of such Course, unless prohibited by law.

This MOU may also be terminated for any reason by either party. The party desiring early termination without cause must provide written notice to the other party so indicating. Termination will be effective no sooner than the later of (i) 60 calendar days after actual receipt of the written notice or (ii) the end of any Course then being taught.

4. **Course Agreements; Collaboration.**
 - A. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit A. This MOU must be referenced in each Course Agreement, and the terms of this MOU are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to High School Special Admit courses with high school students from School District. The Course Agreements must indicate the time, date, location, number of educational hours, PCCD credits offered, number of students, course description and any other specifics related to each Course. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency. ***The terms of this MOU may NOT be modified by a Course Agreement. Except where expressly so stated in a Course Agreement, any inconsistency between the MOU and the terms of a Course Agreement will be resolved in favor of this MOU.***
 - B. While Courses will be college courses meeting Peralta's course rigors and requirements, PCCD shall work collaboratively with School District's Linked Learning Initiative credentialed staff to identify possible course offerings and related objectives and outcomes.
5. **Certifications for State Apportionment Purposes.**
 - A. PCCD certifies that it has not received full compensation for the direct education costs of the conducting the Courses from other sources.
 - B. School District agrees and acknowledges that all Courses must be open to the general public and will not be limited to its high school students. As such, all Courses held at a School District facility will be at a time when the facility is open to the public, provided however, the Parties

acknowledge and agree that School District may require reasonable sign in and sign out requirements for any person attending a Course at a School District facility.

- C. School District will not pay PCCD for the full costs of offering any Course under this MOU. School District agrees and acknowledges that PCCD will claim apportionment for all students enrolled in Courses under this MOU.

6. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of This MOU.

- A. Responsibilities of Each Party. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to PCCD, and local policies, practices, and requirements of the School District. In the event of a conflict between the policies and requirements of PCCD and School District, the Parties will make a good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition or instruction of a Course, PCCD’s policies and requirements will control. In the event the representatives of the Parties with day to day responsibility for the management of the Courses created pursuant to the MOU are unable to resolve the conflict, the Parties shall escalate the issue for resolution by the Pilot Project Support Committee (“PPS Committee”) described in Paragraph 24 below.
- B. Enrollment Period. The enrollment period for all Courses will be determined by PCCD in accordance with its guidelines, timelines, policies, pertinent statutes, and regulations. Per Peralta enrollment management guidelines, the targeted minimum enrollment per Course is 35 students. If the class size does not meet the minimum target of 35 students, PCCD will not cancel the class without consultation with the School District. If the Course class size is between 25 and 35 students, the parties will negotiate a resolution to the under-enrollment which may include 1) PCCD offering the course with the number of students enrolled, if, given the other enrollment needs of the applicable college, the class size meets the threshold for other similar PCCD classes or satisfies, given the aggregate class size for the semester, the minimum FTES (which is the basis used to distribute state reimbursement funds to community colleges in California) needs for the applicable college for that semester or, alternatively, 2) the School District may at its option agree to pay the additional cost for each student needed to meet the minimum number of students needed for that semester, which number may be less than 35 students. PCCD shall have the final decision on whether or not to cancel or keep a Course.

The approximate per-student compensation schedule as of the signing of this MOU is:

<u>Units per Class</u>	<u>Number of weeks/semester</u>	<u>FTES calculation</u>	<u>Peralta Revenue per FTES</u>	<u>Per student revenue needed</u>
3	17.5	0.10	\$5,627.41	\$562.74
4	17.5	0.13	\$5,627.41	\$750.32
5	17.5	0.17	\$5,627.41	\$937.90

In the event that PCCD is not able to accommodate a lower enrollment number for a Course (by off-setting it with courses that have enrollment greater than 35), School District could compensate PCCD for the loss in revenue incurred by offering the Course to ensure that the Course is not cancelled. That loss would be calculated by multiplying the number of students under 35 in the Course by a factor of \$562.74 for a 3-unit course, for the 2015-16 fiscal year. This factor will increase based on the Cost of Living Adjustment (COLA) provided by the State each year, PCCD will inform School District of the COLA adjustment. For example, for 2015-16 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of \$5,627.40 (or 10 x \$562.74). In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be \$3,751.60 (5 x \$750.32).

The above compensation schedule is subject to change pending State and District policies and guidelines.

- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. PCCD will determine the performance objectives/learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives/learning outcomes, consistent with offerings of the same course at a PCCD campus. The performance objectives/learning outcomes and corresponding course hours shall be specified in the related Course Agreement.

- D. Supervision and Evaluation of Students. PCCD will assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD and OUSD.

Instruction will include best practices in teaching and learning, will include an integrated, outcome-based curriculum and instruction. PCCD will ensure students will receive support services in order to facilitate their success.

Supervision and evaluation of students will be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5 CCR Sections 58051 and 580056, as well as Peralta Colleges' Code of Conduct (Administrative Procedure 5011, Board Policy 5010). During the Course, all students will be under the immediate instructional supervision and control of the PCCD instructor teaching the Course who may be a PCCD adjunct faculty member or PCCD contract faculty member.

- E. Add/Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course and (if applicable) addition to the Course, must be in accordance with PCCD guidelines, policies, pertinent statutes and regulations.

- F. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors, who, pursuant to subsection 6D above, are PCCD faculty members.

- G. Instructors. Course Instructors will be faculty of PCCD who have interest in working with high school students and meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). As such, these instructors will be members of the Peralta Federation of Teachers and will have the full rights and privileges accorded to them by PFT, as well as by the Peralta Academic Senate and Education Code. The minimum qualifications shall be consistent with the requirements in other similar courses offered by PCCD and shall be published or otherwise listed by PCCD. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses at PCCD offered pursuant to this MOU.
- H. Facilities. If the course is held at the School District, the School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. School District agrees to clean, maintain, and safeguard School District's premises, including space provided for Courses, including entries, hallways, and restroom facilities. School District warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors will act in accordance with PCCD's policies, procedures and code of conduct and inform the School Principal as soon as reasonably possible. If the Course is held on School District property, School District personnel shall be responsible for the safety of the students participating in the Courses..

All Courses will be held at facilities which are clearly identified as being open to the general public at the time the Courses are offered. Pursuant to the provisions of California Penal Code Section 627.9 (d), the School District's Board of Education will pass a resolution before Courses are held on high school property that exempts the campuses in the School District where Courses are being held pursuant to this MOU from the provisions of California Penal Code Section 627.2. The form of the resolution is attached hereto as Exhibit B. The exemption from this Section 627.2 may be limited by the resolution to the time immediately before, immediately after and during the time Courses are being held.

- I. Equipment. PCCD understands and agrees that under State law, School District K-12 students cannot be assessed fees for equipment, materials and textbooks, as a condition to participation in educational experiences as a part of their public education. All equipment, textbooks and supplemental materials required for Courses will be provided free of charge to School District students. The School District will bear the cost of such equipment, materials and textbooks, provided however that, as part of the preparation of each Course Agreement, the Parties shall meet and confer to confirm the requisite materials for said Course. The PCCD instructor shall determine the type, make, and model of all equipment, books and materials to be used during each Course. The signature of the School District Deputy Chief of Postsecondary Readiness or his designee on the Course Agreement is required to bind the District to pay for the equipment, books and materials to be used during each Course.
- J. Scheduling. Requests for Courses must be made according to the following schedule:
- Course requests must be received no later than February 1 for Courses to be offered the following fall semester. Course Agreements must be signed by May 1.

- Course requests must be received no later than September 1 for Courses to be offered the following spring semester. Course Agreements must be signed by December 1.

K. Enrollment. Enrollment shall be open to any person who has been admitted to PCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by PCCD. All enrollees must meet the standards and prerequisites of the PCCD. It is important to note that per Education Code Sections 48800 and 76002 and PCCD Administrative Procedure 5011, admission of special part-time students is open to a limited number of high school students who would “benefit from advanced scholastic or vocational work” by taking community college courses. This would provide “educational enrichment opportunities for a limited number of eligible pupils, rather than to reduce current course requirements of elementary and secondary schools, and also help ensure a smoother transition from high school to college by providing them with greater exposure to the collegiate atmosphere.” Such students are called “special part-time students” and are minor students who can benefit from “advanced scholastic or career/technical work.” The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this MOU.

The School District will ensure that each special part-time enrollee has met all of PCCD’s admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Special Enrollment Program form (which are paper forms that cannot be submitted online). The Special Enrollment forms must be delivered to and accepted by PCCD’s Admissions and Records Office. All enrollment and other applicable fees must be paid, and the applicant must meet all applicable enrollment requirements.

L. Enrollment and Related Fees. Pursuant to PCCD Board Policy 5030 Student Fees and Education Code Section 76300(f), the enrollment fee for students who are Special Part-Time Students enrolling in less than 11 units per semester (Education Code Section 76001) will be waived by PCCD. School District students enrolling in more than 9 units per PCCD semester will be assessed an AC Transit bus pass fee and a PCCD health services fee. Any such campus, enrollment, bus pass or health services fees triggered by a Special Part-Time Student’s enrollment shall be paid for by the School District.

M. Student Academic Records. All student academic records shall be maintained by PCCD. PCCD will provide Course outcome data for relevant courses (per their Course Agreements) twice per year, following the end of each semester.

N. Support Services for Students. PCCD shall ensure that students enrolled in the Courses are provided the same support services as regular PCCD students.

7. Support Staff. School District will provide personnel to perform clerical services and services associated with outreach activities and recruiting students, if the Course is at a School District facility, and other related services as may be necessary.

8. **Instructors.**

A. **PCCD to Select Instructors.** Course instructors will be faculty of PCCD who have interest in working with high school students and meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). The minimum qualifications shall be consistent with the requirements in other similar courses offered by PCCD and shall be published or otherwise listed by PCCD. During the Course's instructional activity, the instructor (and other academic employee, if any) shall have no other assigned duty. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses at PCCD.

B. **PCCD Shall Determine Instructor Requirements.** PCCD shall select and determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

C. **Conduct of Instructors**

- **Child Abuse and Neglect Reporting Act.** PCCD will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- **Staff Requirements.** PCCD will adhere to the following staff requirements and will provide School District with:
 - **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Instructor working with students.
 - **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor having contact with OUSD pupils under this Agreement.
 - **Drug-Free / Smoke Free Policy.** PCCD understands that OUSD does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OUSD property. PCCD agrees to require its instructors to adhere to this policy.

9. **Workers' Compensation.** School District shall be the employer for all of its personnel who perform services in connection herewith. School District shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective School District personnel made in connection with performing services and receiving instruction under this MOU or any related Course Agreement.

10. **Indemnification.**

A. School District shall defend, hold harmless, and indemnify PCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and

other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property (collectively, "Claims"), from any cause whatsoever arising from or connected with: (1) the condition of School District premises or facilities and any injuries or damages resulting therefrom (2) School District's failure to process, investigate, defend, or pay any workers' compensation claims by School District personnel relating to, or in connection with, the provision of services under this MOU or any related Course Agreement; or (3) that arise out of or result from, acts or omissions of School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that School District shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of PCCD or its personnel, in which case indemnification shall be administered on a comparative fault basis.

- B. PCCD shall defend, hold harmless, and indemnify School District, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising directly from or in connection with the performance by PCCD of its responsibilities hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of School District or its personnel, in which case indemnification shall be administered on a comparative fault basis.
- C. This indemnity provisions shall survive termination of this MOU or any related Course Agreement, and is in addition to any other rights or remedies that School District or PCCD may have under law and/or otherwise.

11. Insurance Requirements.

- A. Each party shall obtain, pay for, and maintain in effect during the life of this MOU, the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.
- B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to

inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.
 - D. The parties acknowledge that both parties are permissibly insured or self-insured under California law.
12. **Discrimination and Harassment.** Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The parties agree that all applicants and students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or board policy.
13. **Entire Agreement.** This MOU and any related Course Agreements and Instructional Services Agreements constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related Course Agreement.
14. **Modifications and Amendments.** The provisions of this MOU may be modified only by mutual agreement of the parties reflected in an executed amendment to this MOU. No Course Agreement can modify the terms of this MOU, unless expressly indicated in such Course Agreement that it is the intent of the parties to deviate from this MOU and such modification shall apply only to the specific Course Agreement, *provided however that notwithstanding the foregoing* Sections 6, 7-8 and 10-12 hereof can only be modified by an amendment hereto and cannot be modified by a Course Agreement. No modification or amendment to this MOU shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought. In the event of a conflict between a Course Agreement and this MOU, this MOU shall supersede and control.
15. **Waiver.** Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
16. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other party. Any purported assignment without written consent shall be void.

17. **Parties in Interest.** Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third person any right to subrogation or action against any party to this MOU.
18. **Severability.** If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
19. **Notices.** Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
20. **Authority to Enter Into MOU.** Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU.
21. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. Each party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related Course Agreement.
22. **Retention and Audit of Records.** Each party shall maintain records pertaining to its performance of this MOU and related Course Agreements 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.
23. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this MOU shall be Alameda County, California.
24. **Liaisons/ Pilot Project Support Committee**

The School District's Executive Director of College and Career Readiness will serve as the liaison to Peralta ("School District Liaison") for any issues concerning this MOU. PCCD's Vice Chancellor of Educational Services will serve as PCCD's point of contact for any issues concerning this MOU ("PCCD Representative").

The Parties shall establish a Pilot Project Support Committee (the "PPS Committee") to provide feedback, evaluation, and recommendations for changes or improvements to this special admit program and for addressing conflicting policies and requirements in order to ensure student success and operational effectiveness. The School District Liaison and the PCCD Representative shall be members of the PPS Committee and shall each appoint three (3) other members from their respective Parties to serve as members thereof.

The PPS Committee will meet regularly, at mutually agreed upon intervals (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the pilot, and other program-appropriate issues or concerns, successes, and recommendations, including whether to extend this MOU and any changes that should be reflected in any such extension or renewal document.

25. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The School District verifies that PCCD does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and effective as of the Effective Date.

OAKLAND UNIFIED SCHOOL DISTRICT

President, Board of Education
Oakland Unified School District

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Jowel Laguerre, Ph.D.
Chancellor (Authorized Agent)

Superintendent and Secretary, Board of Education
Oakland Unified School District

BMS

By: _____
Michael Orkin, Ph. D.
Vice Chancellor of Educational Services

Approved as to Legal Form for the
For the School District:

By:
Name: _____
Date: 8/01/15

Approved as to Legal Form for the
For PCCD:

By:
Name: FRICHA GURK, BARLING, Acting General Counsel
Date: 9/21/15

EXHIBIT A
COURSE AGREEMENT
 regarding HIGH SCHOOL SPECIAL ADMIT between
 {INSERT COLLEGE NAME} of the Peralta Community College District
 and {INSERT HIGH SCHOOL NAME} of the Oakland Unified School District

This Course Agreement for a High School Special Admit Course is being executed between {Insert College Name} and the Oakland Unified School District in connection with the Memorandum of Understanding regarding High School Special Admit, dated as of August 1, 2015, between Peralta Community College District and Oakland Unified School District ("MOU"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the MOU, the MOU shall control.

Date of this Course Agreement: _____

Course Name and Number: _____

Location where Course will be offered:	
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway :	
Who is the primary contact person for the Course at the College?	
Who is the primary contact person for the Course at the High School?	
Days of Week and Time Course will be Offered (<i>the Course must be open to the public</i>):	
Dates Course will be offered (<i>start and end dates</i>):	
Method for addressing schedule alignment:	
Performance Objectives of the Course (<i>to be determined by PCCD, see also Section 4B of the MOU</i>):	
Number of educational hours of Course per week and number of weeks (<i>Note: Courses may end before the end of the high school semester</i>):	
PCCD units (credits) offered for Course:	
Number of high school students to be served by	

Course (<i>The targeted minimum enrollment is 35, as provided in Section 6B of the MOU</i>):	
Max class size (<i>including high school enrollees and general public enrollees</i>):	
Name of Instructor for Course:	
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance:	
If the Course has a pre-requisite, what is it and who will assess whether the students have satisfied it? By what date?	
If there is no pre-requisite, on what basis is the High School Principal determining that the student(s) are ready for college-level work?	
Date of School Board approval for facility to be open to the general public at the time the Course is offered:	
Additional support services necessary, including tutoring:	
Other specifics related to Course:	
Required Course Materials, Equipment, Textbooks and Supplies. (<i>Provide description of all such items</i>)	To be paid by School District
Enrollment fees will be waived for special part-time students who are taking less than 11 units of college courses per semester. Health Services, campus fees and AC transit bus pass fees will be waived for students taking less than 9 units or college courses per semester.	Enrollment, Bus Pass and Health Services fees, if any, to be paid by the School District

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This Course Agreement is entered into between *{insert College Name}* and *{the Oakland Unified School District}* as of the date set forth below.

{NAME OF SCHOOL}

{INSERT COLLEGE NAME}

By: _____
Name: _____
High School Principal
Date: _____

By: _____
Printed Name: _____
College President
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to Course Agreement]

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EXHIBIT B
FORM OF RESOLUTION

Board of Education, Oakland Unified School District
RESOLUTION REGARDING ACCESS TO SCHOOL GROUNDS FOR
HIGH SCHOOL SPECIAL ADMIT CLASS PURPOSES
Education Code § 76002(a)(3) and Penal Code §627.9

WHEREAS, the Oakland Unified School District (Oakland USD”) maintains a relationship with the Peralta Community College District (“PCCD”) with respect to special admit part-time students, which benefits Oakland USD students, PCCD students and the public at-large; and

WHEREAS, various operational aspects of this relationship with respect to special admit part-time students are incorporated in a Memorandum of Understanding, dated as of August 1, 2015, the provisions of which establish adherence to various Education Code requirements pertaining to, among other things, allowances, apportionments and enrollment; and

WHEREAS, high schools hosting community college courses must comply with Education Code section 76002(a)(3), which provides that “[i]f a class is offered at a high school campus, the class shall not be held during the time the campus is closed to the general public, as defined by the governing board of the school district during a regularly scheduled board”; and

WHEREAS, in order to fulfill the requirement of Education Code section 76002(a)(3) and to ensure the provision of access to members of the public for attendance of concurrent enrollment courses held on Oakland USD campuses;

NOW, THEREFORE, BE IT RESOLVED as follows:

The Oakland Unified School District Board of Education declares that community college classes shall not be offered on a high school campus at any time in which the campus is closed to the general public, provided however, the School District may require reasonable sign in and sign out requirements for any person attending a Course at a School District facility.

The campus shall be considered closed from ___ to _____. If a community college class is offered during regular school hours, any member of the general public enrolled in the community college class shall have access to the campus equal to the high school students attending the high school for the sole purposes of attending such community college classes and, in accordance with California Penal Code Section 627.9, such community classes shall be exempt from the operation of California Penal Code Section 627.2.

PASSED AND ADOPTED at a meeting of the Oakland Unified School District Board of Education, Oakland, California, held on the _____ day of _____, 2015, by the following vote:

Ayes: _____

Noes: _____

Abstain: _____

Absent: _____

By _____ Date _____

_____, Secretary Clerk to Board of Education of Oakland Unified School District.