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OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Bernard McCune, Deputy Chief Postsecondary Readiness  
Preston Thomas, Network Superintendent High Schools and Linked Learning

**Board Meeting Date** December 14, 2016

**Subject** **Memorandum of Understanding Regarding High School Special Admit Classes Between the Peralta Community College District (PCCD) and Oakland Unified School District**

**Action/Recommendation** Approval of Memorandum of Understanding Regarding High School Special Admit Classes between Peralta Community College District (PCCD) and the District for the period January 1, 2017 to June 30, 2019.

**Summary** OUSD and PCCD have collaborated to build a growing and successful Dual Enrollment program through the Pilot Project approved by the board in August 2015. The term of this new MOU is January 1, 2017 to June 30, 2019. All components of the previous MOU remain the same except for the following key areas: a specific calendar for Course Agreements and Cancellations for which the District must pay for the course if cancelled after specified deadlines; the targeted minimum enrollment per Course is reduced to 25 students (from 35); the per student costs have been reduced for a course that does not enroll the targeted minimum (this cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course); the enrollment, campus use, health service and AC Transit fees for students enrolling in 11 units per semester or less will be waived by PCCD; if a course request cannot be met by PCCD, School District may partner with another community college district after consulting with PCCD and both parties agreeing that PCCD cannot provide the course(s) sought for that academic year.

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

**Attachments** Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
REGARDING 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 December 13, 2016 (the “Effective Date”).

**RECITALS**

**WHEREAS**, PCCD is comprised of four (4) community colleges (i.e., College of Alameda, Berkeley City College, Laney College and Merritt College (collectively referred to herein as a “Peralta 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 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 Special Admit classes to be held at the School District, set forth their mutual rights and responsibilities and the terms of their relationship relating thereto 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 which Course Agreement shall be 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 within PCCD's service area.

**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 June 30, 2019, 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. Once this MOU is terminated, any courses scheduled for the following semester will also be terminated.

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. ***Except as provided in Section 14 herein, the terms of this MOU may NOT be modified by a Course Agreement, and 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 PCCD'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. The Vice President of Instruction at each Peralta College (or their designee) will be responsible for developing, approving, and implementing

Course Agreements and coordinating with School District's Dual Enrollment Coordinator. The Vice Chancellor of Student Services will oversee enrollment of high school students into the Courses.

**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, 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 to the liaisons described in Paragraph 24 below.
- B. Enrollment Period. The enrollment period for all Courses will be as follows:

December 1:	School District will submit all course requests for the following academic year: Summer, Fall and Spring terms (e.g., requests for Summer 2017, Fall 2017 and Spring 2018 are due December 1, 2016).  Last date for Spring courses (negotiated the previous year) to be cancelled with no financial repercussions for School District.
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December 1 – February 1:	The period during which Course Agreements are negotiated.
February 1:	<p>PCCD and School District commit to courses and schedules. Instructors can be identified later.</p> <p>If a course request cannot be met by PCCD, School District may partner with another community college district after consulting with PCCD and both parties agreeing that PCCD cannot provide the course(s) sought for that academic year. This will be considered on a case-by-case basis and such course requests/agreements will be revisited each year by the Dual Enrollment Committee.</p>
April 1:	All Course Agreements are due (signed and fully executed for the next academic year).
April 30:	Last date for Summer courses to be cancelled with no financial repercussions for School District.
June 30:	Last date for Fall courses to be cancelled with no financial repercussions for School District.

Per PCCD enrollment management guidelines, the targeted minimum enrollment per Course is 25 students. Once a Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement; provided however, that if the number of students actually enrolled in a Course is less than 25 students, School District agrees to pay the cost associated with the difference between the minimum number (i.e., 25) and the actual number of students in the Course.

The approximate per-student cost schedule as of the Effective Date is:

Units per Class	Number of weeks/semester	FTEs calculation	Peralta Revenue per FTEs	Per student revenue needed
0.5	17.5	0.02	\$5,004	\$83
1	17.5	0.03	\$5,004	\$167
2	17.5	0.07	\$5,004	\$334
3	17.5	0.10	\$5,004	\$500
4	17.5	0.13	\$5,004	\$667
5	17.5	0.17	\$5,004	\$834

This cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course. Compensation would be calculated by multiplying the number of students under 25 in the Course by the above per student revenue based on the Course's number of units. This factor will increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD will inform School District of the COLA adjustment. For example, for 2016-17 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of \$5000 (or 10 x \$500). In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be \$3,335 (5 x \$667). The above cost schedule is subject to change pending State and District policies, guidelines and costs. Invoices for under-enrolled Courses shall be provided to School District no later than four (4) weeks from the census date for the applicable semester and should be based on the enrollments on the day of census. Payments for under-enrolled courses are due to PCCD from the School District net 60 days.

- C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives. PCCD will determine the student 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 Peralta College campus. The student 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.

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 PCCD's 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 part-time 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 or late 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 6G below, shall be 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 bargaining unit ("PFT") and will have the full rights and privileges accorded to them thereby, 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. If selected, such instructors will also become part-time faculty of PCCD and be members of the PFT as described at the beginning of this Section 6G.
- 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 the 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 such 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. 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. For high school students who meet all applicable enrollment requirements, PCCD’s Admissions and Records Office will enroll them into the Courses specified by the School District. The PCCD Admissions and Records Office will designate a staff person to manage all dual enrollment processes and serve as a liaison with School District on issues of enrollment.



- K. Enrollment and Related Fees. Pursuant to PCCD Board Policy 5030 Student Fees and Education Code Section 76300(f), the enrollment, campus use, and health service fees for students who are Special Part-Time Students enrolling in 11 units per semester or less (Education Code Section 76001) will automatically be waived by PCCD. School District students enrolling in more than 11 units per PCCD semester will be assessed an AC Transit bus pass fee and a PCCD health services fee. Any applicable 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. School Districts that have their own agreement with AC Transit on behalf of their students are exempt from paying the PCCD AC Transit fee on behalf of those same students upon submitting evidence to PCCD of their agreement, and no AC Transit pass will be provided to such students.
- L. 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. PCCD will provide high school transcript data (pursuant to a separate Data Sharing MOU that PCCD and the School District have executed) in bulk to the School District.
- M. Support Services for Students. PCCD will collaborate with School District to facilitate student success by providing academic support in areas of course-related tutoring and accommodations. Any office hours will be provided in accordance with the Peralta faculty contract.

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 under this MOU.
- B. PCCD Shall Determine Instructor Requirements. PCCD shall select and determine the number of instructors, the ratio of instructors to students, the subject areas of instruction and any requisite professional development activities.

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 confirm that it has received and reviewed fingerprint results for each PCCD instructor having contact with School District pupils under this Agreement.
  - **Drug-Free / Smoke Free Policy.** PCCD understands that School District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on School District 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 the 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 or other employee-related 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) acts or omissions of School District, its employees, agents, students, 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, its 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 term 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, military status, gender identity, 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 PCCD's applicable board policies.
13. **Entire Agreement.** This MOU (together with the Course Agreements) constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this MOU. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise made 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 Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs and such modification shall apply only to the specific 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. Except as provided herein above, 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; Dual Enrollment Oversight Committee.** The School District will name a senior District executive to serve as the liaison to Peralta ("School District Liaison") for any issues concerning this MOU. PCCD will name a senior PCCD executive to serve as PCCD's point of contact for any issues concerning this MOU ("PCCD Representative"). These individuals, or their designees, will be responsible for monitoring and facilitating the provisions of this MOU.

The Parties shall maintain a Dual Enrollment Oversight Committee (the "Dual Enrollment 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 Dual Enrollment Committee and shall each appoint three (3) other members from their respective Parties to serve as members thereof. One of such members to be appointed by the PCCD Representative shall be a PFT representative.

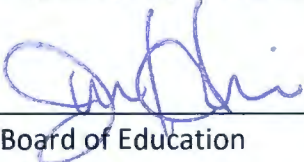
The Dual Enrollment Committee will meet regularly, at mutually agreed upon intervals (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the pilot, and other program-appropriate 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.

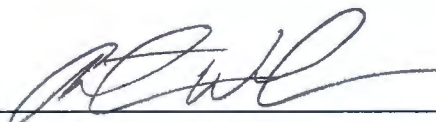
25. **Counterparts.** This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The School District verifies that PCCD 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

By:   
President, Board of Education  
Oakland Unified School District

  
Superintendent and Secretary, Board of Education  
Oakland Unified School District

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

By: Marion Nece Williams  
Name: Marion Nece Williams  
Date: Dec. 8, 2016

File ID Number: 16-2672  
Introduction Date: 12-14-16  
Enactment Number: 16-1970  
Enactment Date: 12-14-16  
By: 

PERALTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Chancellor (Authorized Agent)

\_\_\_\_\_  
Luis Pedraja, Ph. D.  
Vice Chancellor of Academic Affairs

Approved as to Legal Form for the  
For PCCD:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

[Signature Page to the Memorandum of Understanding Regarding High School Special Admit Classes]

**EXHIBIT A**  
**COURSE AGREEMENT**  
**For Memorandum of Understanding**  
**regarding High School Special Admit Classes between**  
**{INSERT COLLEGE NAME} of the Peralta Community College District**  
**and {INSERT HIGH SCHOOL NAME} of the Oakland Unified School District**

This Course Agreement, regarding High School Special Admit Classes 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 Classes, dated as of December 13, 2016, 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 (the Course must be open to the public):	
Dates Course will be offered (start and end dates):	
Method for addressing schedule alignment:	
Performance Objectives of the Course (to be determined by PCCD, see also Section 6C of the MOU):	
Number of educational hours of Course per week and number of weeks (Note: Courses may end before the end of the high school semester):	



PCCD units (credits) offered for Course:	
Number of high school students to be served by Course ( <i>The targeted minimum enrollment is 25, as provided in Section 6B of the MOU</i> ):	
Fiscal Impact of Under-Enrollment: OUSD agrees to pay PCCD for each student under 25, if the total enrollment is under 25 at any time during the term. An estimate of per student cost to be paid by the High School is calculated here for under-enrollment.	
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 District Board approval for facility to be open to the general public at the time the Course is offered:	
Please state here whether all students who will be enrolled will be in 240 non-college instructional minutes per day.	
Student support services to be provided by the School:	
Academic student support services to be provided by the College:	
Other specifics related to Course:	
Required Course Materials, Equipment, Textbooks and Supplies. ( <i>Provide description of all such items</i> ) <b>Course Materials:</b> <b>Syllabus:</b>	To be paid by School District

<b>Equipment and Technology:</b> <b>Budget:</b> <b>Field Trips:</b>	
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 11 units of college courses per semester.	Enrollment, Bus Pass and Health Services fees, if any, to be paid by the School District

[Remainder of Page Intentionally Left Blank]

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

*{NAME OF HIGH SCHOOL}*

*{INSERT COLLEGE NAME}*

By: \_\_\_\_\_

Name: \_\_\_\_\_

High School Principal

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

College President

Date: \_\_\_\_\_

OAKLAND UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy Chief of Postsecondary Readiness

Date: \_\_\_\_\_

[Signature Page to Course Agreement]

**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 December 13, 2016, 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 \_\_\_\_\_, 2016, by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

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