Amendment No. 1 to College and Career Access Pathways (CCAP)
between
Peralta Colleges "PCCD"
and
Oakland Unified School District "OUSD"

Background

On June 5, 2019, by Enactment No. 19-0962. The Oakland Unified School District Board of Education approved the College and Career Access Pathways ("CCAP") Partnership Agreement between The Peralta Community College District on behalf of its community colleges (together, "PCCD"), and Oakland Unified School District ("District") (hereinafter referred to as the "Parties"). The purpose of the agreement is to comply with the requirements outlined under AB288, memorialize their collaboration for this CCAP Program, set forth their mutual rights and responsibilities and the terms of their relationship and the Courses.

Amendment

This Agreement to Amend the College and Career Access Pathways (CCAP) Partnership Agreement ("Amendment No. 1") is between the Peralta Community College District on behalf of its community colleges (together, "PCCD") and Oakland Unified School District ("School District").

- 1. This Amendment No. 1 to the Agreement, as well as the Agreement, constitutes the entire understanding and agreement between the Parties. The Agreement is amended as set forth in paragraph numbers 2 to 4 below.
- 2. The Agreement shall be amended to include the following provision in light of the recent Coronavirus ("COVID-19") pandemic and related "Shelter in Place Order" enacted by Alameda County Office of Public Health and the State of California.
 - All Course Agreements shall include an online/distance learning model in which students and instructors engage through electronic devices.
- 3. Exhibit A, Section 1 should name School District Representative as Lucia Moritz, High School Network Superintendent, <u>lucia.moritz@ousd.org</u>, 510-879-4118, 1000 Broadway, Suite 440, Oakland CA 94607
- 4. From page 7 of the original CCAP agreement, the State allocation for Dual Enrollment and all Special Populations has increased to the following:

Per PCCD enrollment management guidelines and collective bargaining agreement, the minimum enrollment per Course is 25 students (20 for Career Education). 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 (or

20 for CE), PCCD has the option to cancel the Course OR the High School Site/School District will pay the cost associated with the difference between the minimum number (i.e., 25 or 20) 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	\$5,804	\$116.08
1	17.5	0.03	\$5,804	\$174.12
2	17.5	0.07	\$5,804	\$406.28
3	17.5	0.10	\$5,804	\$580.40
4	17.5	0.13	\$5,804	\$754.52
5	17.5	0.17	\$5,804	\$986.68

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 shall increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD shall inform School District of the COLA adjustment in writing at the start of each semester if such an increase occurs. For example, for 2020-21 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of \$5,804.00. In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be \$3,772.60.

The above cost schedule is subject to change pending State and PCCD policies, guidelines and costs. Notice of any such changes must be provided to School District no later than sixty (60) days prior to the start of the applicable semester. 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. Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date.

OAKLAND UNIFIED SCHOOL DISTRICT	PERALTA COMMUNITY COLLEGE DISTRICT
By:Lucia Moritz Lucia Moritz, Network Supt., High Schools	By: Dr. Regina Stanback Stroud (Jun 27, 2020 18:56 PDT) Regina Stanback Stroud, Chancellor
Date: June 26, 2020	Date: 06/27/2020

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By:Leslie Hsu, Manager Dual Enrollment	By: Siri Brown (Jun 27, 2020 12:10 PDT) Siri Brown, Ph.D., Chancellor of Academic Affairs
Date: June 26, 2020	Date: 06/27/2020
By:	By: Delisle Warden, Chief of Staff
Date: June 26, 2020	Date: 06/27/2020

Amendment for 2021 CCAP (5)

Final Audit Report 2020-06-28

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