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# Board Cover Memorandum

**To** Board of Education

**From** Denise Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Vanessa Sifuentes, Deputy Chief of Post-Secondary Readiness  
Leslie Hsu Freeman, Manager, Dual Enrollment

**Meeting Date** February 25, 2026

**Subject** California State University, East Bay (CSUEB) and OUSD Dual Enrollment Partnership Agreement – High School Linked Learning Office

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**Ask of the Board** Approval by the Board of Education of a CSUEB and OUSD Dual Enrollment Partnership Agreement by and between the District and California State University, East Bay (CSUEB), Hayward, CA, for the latter to provide a collaboration of the entities for student dual enrollment, for the period of February 26, 2026 through June 30, 2029, at no cost to the District.

**Background** The purpose of the Agreement is to memorialize the collaboration for this Dual Enrollment Partnership Agreement between the Oakland Unified School District (OUSD) and California State University, East Bay (CSUEB), and set forth their mutual rights and responsibilities, the terms of their relationship, and the Courses.

**Discussion** While Dual Enrollment is commonly offered through community colleges, four-year universities—particularly CSU campuses—are increasingly recognized as essential partners. CSU East Bay is well-positioned to support OUSD’s mission to strengthen early exposure to university-level expectations and to create clearer pathways to bachelor’s degree completion for OUSD students.

Research from the Public Policy Institute of California (2023) shows that income inequality continues to widen, and educational attainment remains one of the strongest drivers of economic mobility. Californians with a bachelor’s degree earn more than twice as much as those without one, yet college enrollment and completion—especially for low-income, Latino, and African American students—have declined. These persistent gaps highlight the need for stronger, more intentional partnerships between K–12 districts and four-year universities.

Dual Enrollment is a proven statewide strategy for increasing access to higher education. Legislation such as AB 288 (CCAP), AB 30, and AB 102 enables high school districts to partner with community college systems to offer transferable, degree-applicable courses at no cost to students, during the school day. Since

launching Dual Enrollment in 2015 with the Peralta Community College District, OUSD has expanded rigorous, transferable college coursework and built systems that enable strong student outcomes. Last year 46% of graduated seniors took at least one Dual Enrollment class, positioning them to be college and career ready, saving time and money towards their college degrees. These outcomes reflect a well-developed infrastructure of supports, something we can scale to benefit more students in Oakland through a Dual Enrollment partnership with CSUEB.

OUSD's Dual Enrollment Partnership Agreement with California State University, East Bay (CSUEB) seeks to:

- Increase access for Black and Latinx students, students with IEPs, Newcomers, and other underserved groups
- Ensure students are supported to succeed in university-level coursework
- Create sequenced, credit-bearing pathways that connect directly to high-value majors and degrees
- Strengthen postsecondary transitions so DE participation leads to college enrollment and completion
- Identify sustainable, well-matched instructors for university-level courses

A partnership with CSU East Bay is a critical and timely opportunity to meet these goals. Together, OUSD and CSUEB can build clear, equitable, and coherent pathways from high school to bachelor's degree completion—expanding academic confidence, economic mobility, and long-term success for Oakland students.

### **Fiscal Impact**

The CCAP program permits both CSUEB and OUSD to receive state apportionment for students enrolled at both institutions. To be eligible for Dual Enrollment courses and apportionment, students must be enrolled in OUSD schools for at least 240 instructional minutes. CSUEB shall include the students enrolled in a Dual Enrollment Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law. Students enrolled full-time at an eligible OUSD high school will not be charged tuition for taking CSUEB coursework.

During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials, and staffing to successfully support students to complete courses.

### **Attachment(s)**

- CSUEB and OUSD Dual Enrollment Data Sharing and Service Agreement



## **CSUEB and OUSD DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

This Dual Enrollment Partnership Agreement is between California State University, East Bay (CSUEB) , and Oakland Unified School District (OUSD)

WHEREAS, the mission of CSUEB includes providing educational programs and services that are responsive to the needs of the students and communities within its service area; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, OUSD is a District with high schools serving grades 9-12 located within the regional service area of CSUEB, unless otherwise specified and agreed to and

WHEREAS CSUEB desires to offer or expand dual enrollment opportunities for students served by OUSD; and

NOW THEREFORE, CSUEB and OUSD agree as follows:

### **1. TERM OF AGREEMENT**

1.1 The term of this Dual Enrollment Agreement shall be for a period of 3 years ending June 30, 2029 otherwise terminated in accordance with Section 19 of this Agreement. This Dual Enrollment Agreement outlines the terms of the Agreement.

### **2. DEFINITIONS**

2.1 Dual Enrollment Agreement Courses - Courses offered as part of this Dual Enrollment Agreement shall be university courses acceptable towards baccalaureate degrees and to help high school pupils achieve college readiness. All CSUEB courses offered at the OUSD have been approved in accordance with the policies and guidelines of CSUEB and applicable law.

2.2 Pupil or Student - Students enrolled full-time at an eligible OUSD high school will not be charged tuition for taking CSUEB coursework. If charges are to be enacted in the future, CSUEB will notify OUSD in advance of any course enrollments.

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students should have a 2.5 or better GPA at their high school and be either a junior or a senior in order to be enrolled in an eligible CSUEB course. Students who receive grades below C- from a previous CSUEB course may lose eligibility to enroll in future courses. Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the Dual Enrollment Agreement and who meet all applicable prerequisites. Student selection criteria may be further specified by CSUEB for specific courses. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the Dual Enrollment Agreement will be determined by CSUEB and shall be in compliance with applicable law and CSUEB standards and policies.
- 3.2 College Admission and Registration - Procedures for students participating in the Dual Enrollment Agreement shall be governed by CSUEB and shall be in compliance with the admissions and registration guidelines set forth in applicable law and CSUEB policy found at the following link: <https://www.csueastbay.edu/registrar/records/transcripts.html>. In the event of a conflict between the policies and guidelines in 3.2 and this contract or OUSD student policies, the contract shall govern Student Records. CSUEB will ensure that students are informed of CSUEB's required process for obtaining an official transcript. It is the responsibility of the student to follow CSUEB's process when requesting an official CSUEB transcript for grade submission to OUSD if required.
- 3.3 As part of this Dual Enrollment Agreement, CSUEB shall not provide physical education or non-baccalaureate course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with college readiness.
- 3.4 Students participating in a Dual Enrollment partnership program may enroll in up to a maximum of 6 units per semester. Additionally, the units must be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and receive college credit.

### **4. CSUEB APPLICATION PROCEDURE**

- 4.1 CSUEB will be responsible for processing student applications.
- 4.2 CSUEB will provide the necessary procedures and both CSUEB and OUSD will jointly ensure that each applicant accepted has met all the enrollment requirements,
- 4.3 OUSD agrees to assist CSUEB in the admission and registration of OUSD students as may be necessary and requested by CSUEB.
- 4.4 OUSD and CSUEB understand and agree that timely and complete student admission and registration is essential for a successful Dual Enrollment Agreement

dual enrollment program.

- 4.5 Participating students enrolled in a course offered through a Dual Enrollment Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121.

## **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a Dual Enrollment Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011.
- 5.2 The total cost of books and instructional materials for OUSD students who enroll in a CSUEB course offered as part of this Dual Enrollment Agreement will be provided to OUSD and costs will be borne by OUSD. Participating students must meet all CSUEB prerequisite requirements as established by CSUEB before enrolling in a course offered as part of this Dual Enrollment Agreement.
- 5.3 Grades earned by students enrolled in courses offered as part of this Dual Enrollment Agreement will be posted on the official CSUEB transcript. Students may submit a request for Credit/No Credit if the course is designated as such in the CSUEB catalog, but such requests must be received prior to the corresponding deadline at CSUEB. CSUEB will try to offer the courses under the ABC/NC grading standard, where approved and will inform OUSD of the default grading pattern prior to the beginning of each academic term.
- 5.4 Students enrolled in courses offered as part of this Dual Enrollment Agreement will be directed to the official CSUEB catalog or website for information regarding applicable policies and procedures.
- 5.5 OUSD shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the OUSD.
- 5.6 Students who withdraw from courses offered as part of this Dual Enrollment Agreement will not receive CSUEB credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to CSUEB policy.
- 5.7 A course dropped within the CSUEB drop “without a W” deadline will not appear on the OUSD or the CSUEB transcript. A drop must be processed within the established deadlines.

## **6. Dual Enrollment AGREEMENT COURSES**

- 6.1 The modality, time, location, and listing of courses offered by CSUEB will be agreed upon by CSUEB and OUSD.

- 6.2 Courses offered as part of this Dual Enrollment Agreement at OUSD shall be of the same quality and rigor as those offered on CSUEB campus and shall be in compliance with CSUEB academic standards.
- 6.3 Courses offered as part of this Dual Enrollment Agreement at the OUSD shall be listed in the CSUEB catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.4 Courses offered as part of this Dual Enrollment Agreement at the OUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated CSUEB academic department.
- 6.5 Courses offered as part of this Dual Enrollment Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to CSUEB as well as any corresponding policies, practices, and requirements of OUSD. In the event of a conflict between CSUEB and/or CSUEB course related regulations, policies, procedures, prerequisites and standards and OUSD policies, practices and requirements, the CSUEB regulations, policies, procedures, prerequisites, and standards, shall prevail with regard to course work only. With regard to student safety, health and wellness, OUSD policies shall prevail.
- 6.6 Site visits and instructor evaluations by one or more representatives of CSUEB shall be permitted by OUSD to ensure that courses offered as part of this Dual Enrollment Agreement in OUSD are the same as the courses offered on the college campus and in compliance with CSUEB academic standards. On-site non-OUSD staff visitors shall comply with the following: Add TB and fingerprint clauses.
  - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment.
  - b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.

- 6.7 A student's withdrawal prior to completion of a course offered as part of this Dual Enrollment Agreement shall be in accordance with CSUEB guidelines, policies, pertinent statutes and regulations.
- 6.8 Evaluation of students enrolled in courses offered as part of this Dual Enrollment Agreement shall be in accordance with CSUEB guidelines, policies, pertinent statutes, and regulations.
- 6.9 CSUEB has the sole right to control and direct the instructional activities of all instructors, including those who are OUSD employees [once they become adjunct employees of CSUEB]. Shall apply with regard to academics and coursework evaluation only. OUSD employees have sole discretion regarding student supervision, health, safety and wellness.

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching CSUEB courses offered as part of this Dual Enrollment Agreement must meet the minimum qualifications for instruction by CSUEB, and be appointed by CSUEB.
- 7.2 Instructors who teach CSUEB courses offered as part of this Dual Enrollment Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.3 Faculty performance shall be evaluated by CSUEB using the adopted evaluation process and standards for faculty of CSUEB.
- 7.4 CSUEB shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction. Number of instructor and ratio shall be subject to Educational Code requirements and OUSD Board Policies.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in CSUEB courses offered as part of this Dual Enrollment Agreement at OUSD shall be held to the same standards of achievement as students in courses taught on the CSUEB campus.
- 8.2 Students enrolled in CSUEB courses offered as part of this Dual Enrollment Agreement at OUSD shall be held to the same grading standards as those expected of students in courses taught on the CSUEB campus.
- 8.3 Students enrolled in CSUEB courses offered as part of this Dual Enrollment Agreement at OUSD shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the CSUEB campus.
- 8.4 Students enrolled in CSUEB courses offered as part of this Dual Enrollment Agreement at the OUSD shall be held to the same behavioral standards as governed

by OUSD policies.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 CSUEB shall appoint an educational administrator, to be specified, who will serve as point of contact for CSUEB and OUSD to facilitate and coordinate as to this agreement in conformity with CSUEB policies and standards.
- 9.2 CSUEB will provide OUSD personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this Dual Enrollment Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with CSUEB policies, procedures, and academic standards.
- 9.3 OUSD shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.

## **10. APPORTIONMENT**

- 10.1 CSUEB shall include the students enrolled in a Dual Enrollment Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

## **11. CERTIFICATIONS**

- 11.1 CSUEB certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this Dual Enrollment Agreement from other sources.
- 11.2 OUSD agrees and acknowledges that CSUEB will claim apportionment for the OUSD students enrolled in CSUEB course(s) under this Dual Enrollment Agreement.
- 11.3 This Dual Enrollment Agreement certifies that any CSUEB instructor teaching a course on a OUSD campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. This Dual Enrollment Agreement certifies that any CSUEB instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.
- 11.4 This Dual Enrollment Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing CSUEB faculty member

teaching the same course at the CSUEB campus.

- 11.5 This Agreement certifies that OUSD and CSUEB comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Dual Enrollment Agreement course offered for high school credit.

## **12. PROGRAM IMPROVEMENT**

- 12.1 CSUEB and OUSD may annually conduct surveys of participating OUSD pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this Dual Enrollment Agreement.
- 12.2 CSUEB will implement its faculty evaluation student surveys as described by CSUEB policy, which may include every term.

## **13. RECORDS**

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by OUSD for OUSD students who enroll in any course(s) offered as part of this Dual Enrollment Agreement. Permanent records of student enrollment, grades and achievement for CSUEB students shall be maintained by CSUEB.
- 13.2 Each party shall maintain records pertaining to this Dual Enrollment Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

## **14. FACILITIES**

- 14.1 For in person classes, OUSD will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to CSUEB or students. OUSD agrees to clean, maintain, and safeguard OUSD's premises. OUSD warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 OUSD will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all OUSD students. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Dual Enrollment Agreement. OUSD understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

## **15. INDEMNIFICATION**

- 15.1 OUSD agrees to and shall indemnify, save and hold harmless CSUEB and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands,

liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of OUSD's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the OUSD, its officers, employees, independent contractors, subcontractors, agents and other representatives.

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

## **16. Legal Notice**

OUSD  
Legal Department  
1011 Union Street, Site 936  
Oakland, CA 94607  
(510) 879-5060  
Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

CSUEB  
25800 Carlos Bee Boulevard  
Hayward, CA 94542  
Attention: Angela Hummel, Assoc. V.P. for Enrollment Management  
(510) 885-3973  
Email: [angela.hummel@csueastbay.edu](mailto:angela.hummel@csueastbay.edu)

## **17. INSURANCE**

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

17.2 For the purpose of Workers' Compensation, OUSD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. OUSD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective OUSD personnel made in connection with performing services and receiving instruction under this Agreement. OUSD agrees to hold harmless, indemnify, and defend CSUEB, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by OUSD personnel connected with providing services under this Dual Enrollment Agreement. OUSD is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the OUSD.

## **18. NON-DISCRIMINATION**

18.1 Neither OUSD nor CSUEB shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

19.1 Either party may terminate this Dual Enrollment Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented within thirty (30) days by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Dual Enrollment Agreement shall be addressed to the responsible person listed in Section 16 above. Termination by either party shall not affect the instruction of OUSD students actively enrolled in a CSUEB course.

## **20. INTEGRATION/ENTIRE AGREEMENT OF PARTIES**

20.1 This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

## **21. ASSIGNMENT**

21.1 The obligations of CSUEB under this AGREEMENT shall not be assigned by CSUEB without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

## **22. SEVERABILITY**

22.1 If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound

by its terms and conditions:

Executed on \_\_\_\_\_

By: Sondra Aguilera  
Sondra Aguilera, Chief Academic Officer  
Oakland Unified School District

By: Cathy Sandeen  
[Cathy Sandeen \(Dec 4, 2025 15:02:47 PST\)](#)  
Dr. Cathy Sandeen  
President, California State University East Bay

***Approved as to Form by OUSD Legal***

Shalini Anadkat

Shalini Anadkat 12/10/2025