

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-0268
Introduction Date	2/25/26
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Interim Superintendent  
Sondra Aguilera, Chief Academic Officer  
Vanessa Sifuentes, Deputy Chief of Post-Secondary Readiness  
Rebecca Lacocque, Linked Learning Director

**Meeting Date** February 25, 2026

**Subject** Memorandum of Understanding - Peralta Community College District - Golden State Pathways Program – High School Linked Learning Office

**Ask of the Board** Approval by the Board of Education of a Memorandum of Understanding (MOU) by and between the District and the Peralta Community College District, Oakland, CA, for the latter to serve as a Partner of the Golden State Pathways Program Consortium Grant Project, by performing those services delineated in MOU, Section 2, incorporated herein by reference as though fully set forth, for an amount not to exceed \$354,673.80 (Year 2025-26 - \$88,668.45, Year 2026-27 - \$88,668.45, and Year 2028-29 - \$88,668.45), delineated in the MOU, Appendix M: Consortium Budget, incorporated herein by reference as though fully set forth, for the term July 1, 2025 thru June 30, 2029, via the High School Linked Learning Office.

**Background** The purpose of the Golden State Pathways Program (GSPP) is to provide local educational agencies (LEAs) with the resources to promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education, and climate-related fields that, among other things, allow pupils to advance seamlessly from high school to college and career and provide the workforce needed for economic growth.

Oakland Unified School District was awarded a grant by the California Department of Education, Golden State Pathways Program Consortium. The Oakland Unified School District is the fiscal lead on the Consortium Grant, meaning it is responsible for administering the Grant. Consortium Partners are Peralta Community College District (PCCD) and Emery Secondary.

As part of their participation in the Consortium, each Partner agrees to maximize the use of GSPP grant resources to strengthen career pathways and support the

needs of students within them. Specifically, total direct funding for this GSPP grant is one million one hundred and thirty-six thousand seven hundred and seventy-five dollars (\$1,136,775) over the Agreement Period. PCCD is scheduled to receive up to \$354,673.80, as a sub-awardee. Peralta Community College District's Board of Trustees has approved the Memorandum of Understanding, as of October 14, 2025.

**Discussion**

Oakland Unified School District's Board of Education approved 25-2189 Grant Award - California Department of Education - Golden State Pathways Program Consortium on September 24, 2025. Memorandum of Understanding (MOU) Golden State Pathways Program Partnership and Oakland Unified School District (Lead Agency) enables Oakland Unified School District to commence the project outlined in the Grant, and pass-through-funding, to intermediary, Peralta Community College, up to \$354,673.80 from the period of the MOU, July 1, 2025, through June 30, 2029.

**Fiscal Impact**

OUSD has received one million one hundred and thirty-six thousand seven hundred and seventy-five dollars (\$1,136,775). It will benefit from the indirect costs (6.53% for 2026-27) that OUSD will charge for the grant.

**Attachment(s)**

- Memorandum of Understanding (MOU): Golden State Pathways Program Partnership Agreement Between Oakland Unified Schools District (Lead Agency) and Peralta Community College District
- 25-2189 Grant Award - California Department of Education - Golden State Pathways Program Consortium

# MEMORANDUM OF UNDERSTANDING (MOU)

GOLDEN STATE PATHWAYS PROGRAM PARTNERSHIP AGREEMENT BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT (LEAD AGENCY)

AND

~~Emery Unified School District~~

Peralta Community College District

## OUTLINE

### 1 PREFACE

### 2 SERVICES and OBLIGATIONS

2.1 CC Partner's Obligations

2.2 Implementation Requirements

2.3 Requirements for Communication and Reporting

2.4 Invoices

2.5 Fiscal Reports

2.6 Progress Reports

2.7 Ongoing Contact and Monitoring

2.8 Reporting Timeline and Monitoring

2.9 OUSD Reporting Requirements to the California Department of Education

2.10 Document Retention

2.11 Subcontracting

### 3 ALLOWABLE COSTS AND PAYMENT

3.1 Schedule of Payments

3.2 Allowable Costs

3.3 Payment Not Acceptable

3.4 Payments Withheld

3.5 No Obligations to Make Payment

### 4 INDEMNIFICATIONS

### 5 COMPLIANCE WITH LAWS AND CERTIFICATIONS

5.1 Compliance with Laws

5.2 Technology Accessibility

5.3 Non-Discriminatory

5.4 Sexual Harassment

5.5 Conflicts of Interest

5.6 State Certification Clauses-SIGNATURE ON APPENDIX J1 REQUIRED

5.7 State Certification Clauses- SIGNATURE ON APPENDIX J2 REQUIRED

## 6 CONFIDENTIALITY

### 6.1 Duty to Keep Information Confidential

## 7 FINANCIAL RECORDS AND NOTICE

### 7.1 Accounting Records and Auditing

### 7.2 Notice

## 8 MODIFICATION OF AGREEMENT

### 8.1 Authorized Agents

### 8.2 Modification

## 9 TERMINATION

### 9.1 Payment Obligations

### 9.2 Course of Dispute

## 10 INTERPRETATION

### 10.1 Integration

### 10.2 No Third-Party Beneficiaries

### 10.3 CC PARTNER is Independent of OUSD

## 11 DOCUMENTS INCORPORATED

## 12 EXECUTED

### 12.1 Authority

### 12.2 Executed

APPENDIX A: East Bay Golden State Pathways Consortium GAN  
APPENDIX B: East Bay GSP Consortium Application Narrative  
APPENDIX C: GSPP Consortium Letter\_Emery and PCCD  
APPENDIX D: GSP Consortium RFA  
APPENDIX E: East Bay GSP Consortium Fiscal Timeline (MOU)  
APPENDIX F: GSPP Legislative Language (Ed Code)  
APPENDIX G: Agreements With Other Governmental Entities and Their Auxiliaries  
(Subcontracting)  
APPENDIX H: GSPP Expenditure Guidelines  
APPENDIX I: Applicable Law, Regulations, Guidelines and Policies  
APPENDIX J1: State “Contractor Certification Clauses”  
APPENDIX J2: Certifications  
APPENDIX K: Authorized Agents  
APPENDIX L: Notice Contacts  
APPENDIX M: Consortium Budget

## **1 PREFACE**

This is an agreement (“AGREEMENT”) between lead agency Oakland Unified School District (“OUSD”), located at 1011 Union Street Site 912, Oakland, CA 94607 and Peralta Community College District (“CC PARTNER”).

The effective date of this AGREEMENT is July 1, 2025 (“EFFECTIVE DATE”). This AGREEMENT remains effective until it terminates on June 30, 2029 (“TERMINATION DATE”), unless earlier terminated as provided herein (the, “AGREEMENT PERIOD”).

This AGREEMENT is funded with the Golden State Pathways Program (“GSPP”) from the California Department of Education for the amount of one million one hundred and thirty-six thousand dollars seven hundred and seventy-five (\$1,136,775). Funds for the California Career Pathways Trust (“CCPT”) have been appropriated as part of the California Legislature’s Golden State Pathways Program Act of 2022, to provide local educational agencies (“LEAs”) with the resources to promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education, and climate-related fields that, among other things, allow students to advance seamlessly from high school to college and career and provide the workforce needed for economic growth.

*Whereas* OUSD, the CC PARTNER, and Emery Unified School District (“K-12 PARTNER,” and together with the CC PARTNER, “PARTNERS”) have agreed to participate in and supported the East Bay Golden State Pathways Consortium application for GSPP funding from the California Department of Education. “PARTNERS” include each PARTNER’s and its officers, employees, consultants, subcontractors, and agents.

*Whereas* the future of our communities and regional economies is directly tied to the ability of education and industry to forge strong partnerships which build pipelines aligned to regional economic priorities.

*Whereas* the East Bay Golden State Pathways Consortium (“Consortium”) application responded to these priorities and the GSPP Request for Applications (“RFA”) mandate to build robust partnerships between employers, schools, and community colleges, in order to better prepare students for the 21<sup>st</sup> century workplace and improve student transition into postsecondary education, training, and employment (the “PROJECT”). The Consortium's application proposed a collaboration between the Peralta Community College District and the Oakland and Emery school districts, and local industries on deep pathway design and improvement that will identify relevant technical skills, course sequences, early career advising, assessment, enhanced student support, career readiness training, and the development of a less complicated, better integrated student experience of matriculation from a robust high school career pathway to relevant and logical post-secondary education / training aligned to local career opportunities.

*Whereas* the priority pathways identified in the Consortium application include Information and Communication Technologies (ICT); Engineering and Architecture; Health Science & Medical Technology; Arts, Media & Entertainment; Energy, Environment & Utilities; Education & Child Development; Public Services; and Engineering & Design.

*Whereas* to be eligible to receive a grant award, the PARTNERS committed to providing participating students with the expected outcomes identified in Appendix B: GSPP Consortium Grant Application Narrative. The PARTNERS agreed, per the bulleted list of expectations below, to comply with both the broad vision of our GSPP application and all of the specific provisions of the GSPP RFA released by the California Department of Education with the overarching goals to:

- Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high- skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work-based learning activities that increase in depth and complexity throughout the student's academic career, and
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Now, therefore in consideration of the mutual agreements set forth in this AGREEMENT, the OUSD and the CC PARTNER (each sometimes referred to herein individually as a “Party” and together as the “Parties”) agree as follows:

## **2 SERVICES AND OBLIGATIONS**

CC PARTNER and OUSD shall comply with the required elements established for the California Career Pathways Trust as indicated in the California Legislature’s Golden State Pathways Program Act of 2022. (See Appendix A: Grant Award Notification (GAN) Letter)

### **2.1 CC PARTNER’s Obligations** The CC Partner will:

- Participate in quarterly (or by mutual agreement semi-annual) East Bay GSP Consortium meetings.
- Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region by supporting pathways to design / improve against a set of agreed upon, understood and supported set of pathway standards as described in the GSPP guidance.
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work-based learning activities that increase in depth and complexity throughout the student's academic career, specifically ensuring a logical series of activities and experiences that carry through high school and into post-secondary education and training.

- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment, including developing better pathway integrated dual enrollment courses, demystifying the college matriculation process, and better guiding students to continue on the path they started in high school to reduce the amount of “swirl” we typically see in our community college students.
- Deliver those outcomes as specified in this AGREEMENT and in Appendix B: GSP Consortium Application and Narrative (collectively, “WORK”).

## **2.2 Implementation Requirements**

- CC Partner agrees to enter in this Agreement and to abide by the provisions outlined in the Appendix C: Letter of Commitment and appropriate standard conditions and deliverables described herein.
- The Parties acknowledge that the provision of funding to the PARTNERS is contingent upon meeting the stated implementation, reporting, and evaluation requirements set forth in this Agreement.
- The Parties agree to remain in compliance with the grant requirements established by the California Department of Education.
- Each Party agrees to designate district personnel for planning efforts to: (1) provide pathways that enable all Bay Area students to find employment and advance to livable wages, (2) ensure equity in participation, completion, and employment, and (3) meet the needs of employers in the East Bay for well-qualified candidates for positions that pay livable wages. These will be achieved by:
  - Engaging regional industry partners to collaboratively plan and execute a better system of intentional and robust support of pathway-integrated programs of study, and sequenced and spiraling work-based learning experiences.
  - Creating standardized and uncomplicated systems for offering, enrolling, engaging, and matriculating pathway students through dual enrollment courses and college pathways, which culminate in degree and/or certificate conferment in sectors that are high skill, high growth, and high wage in the region.
  - Providing time, space, and support for pathway teachers, PCCD faculty, and industry partners to create the GSP Shared Resource Library (curricula, projects, materials lists, lesson plans, etc.) to ensure that pathway experiences are equitably experienced by all pathway students.
  - Creating systems to warmly hold students, especially those from historically underserved populations, through increasingly rigorous programs of study and the transition into and through college with the academic, social, emotional, and mental health supports they individually require.
- The Parties, as applicable, will comply with all tracking requirements of the GSPP grant and as required by this Agreement on pathway participation and outcomes.

- CC Partner will identify lead staff to work with the Consortium to establish data sharing and tracking processes that can be sustained beyond the end of grant funding.
- CC Partners understands that data submission is a fundamental requirement of participation in this grant, and that OUSD, as the lead agency, reserves the right to withhold grant funds from the CC PARTNER or the K-12 PARTNER until such time as such partner successfully complies with these commitments and upload the required information.

As part of their participation in the Consortium, each PARTNER agrees to maximize the use of GSPP grant resources to strengthen career pathways and support the needs of students within them. Specifically, total direct funding for this GSPP grant will be approximately one million one hundred and thirty-six thousand seven hundred and seventy-five dollars (\$1,136,775) over the Agreement Period. The Consortium's current budget based on the anticipated proceeds of the GSPP grant is set forth in APPENDIX M: CONSORTIUM BUDGET.

These resources will be used to support the PARTNERS in achieving the expected outcomes in accordance with the permissible guidelines provided by the California Department of Education and the GSPP RFA, which is attached hereto as Appendix D.

### **2.3 Requirements for Communication and Reporting**

CC PARTNER shall submit an itemized invoice, general ledger, and fiscal and progress reports in accordance with the schedule specified in Appendix B: GSP Consortium Application and Narrative and Appendix E: GSP Consortium Fiscal Timeline.

### **2.4 Invoices**

See Section 3 below and Appendix E: GSP Consortium Fiscal Timeline for invoicing requirements. CC PARTNER must include a statement in the invoice acknowledging that the GSPP grant is the funding source for the payment.

### **2.5 Fiscal Reports**

CC PARTNER shall comply with all State of California ("State") accounting practices. (See Appendix A).

### **2.6 Progress Reports**

CC Partner shall provide progress reports, which shall include detailed descriptions of significant outcomes of its work in connection with the PROJECT. Descriptions of activities should be related only to the tasks and scope of the PROJECT.

CC PARTNER shall provide yearly data to OUSD to enable OUSD's timely and complete submissions to the State. OUSD is required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) that program deliverables are being met. In addition, CC PARTNER shall submit to OUSD an end-of-project report on the

PROJECT's goals, including evaluative evidence to support PROJECT successes and suggested strategies for program improvement. The format for these reports shall comply with California Department of Education contracting requirements, which requires that Program outcome measurements be collected on an annual basis through the submission of an annual progress report as follows:

- A grant recipient shall annually collect and submit data, disaggregated by student subgroup, on outcome measures to the department, which shall include, but are not limited to, the quality indicators described in the California State Plan for Career Technical Education required by the federal Strengthening Career and Technical Education for the 21st Century Act (Perkins V), and all of the following as applicable:
  - (A) Student academic performance indicators, including information disaggregated by student subgroups.
  - (B) The number and rate of school or PROJECT graduates by student subgroups.
  - (C) The rate of students completing the courses to meet the A–G course requirements needed to be eligible for admission to the University of California or the California State University at the participating school site, disaggregated by students participating in a pathways program pursuant to this chapter and students not participating in a pathways program pursuant to this chapter.
  - (D) The number of postsecondary credits earned, internships and apprenticeships completed, and career technical education courses completed.
  - (E) Attainment of certificates, credentials, and degrees.
  - (F) Postsecondary enrollment, or students who meet the requirements to be considered a student who successfully transferred to a four-year university for purposes of Section 84750.4.
  - (G) Transitions to employment, apprenticeships, or job training in the industry sector educational pathway

program offered by the participating local educational agency.

(H) The number of students completing career technical education coursework and the number of students completing a career technical education pathway consisting of a sequence of two or more career technical education courses in the same career technical education subject matter discipline.

## **2.7 Ongoing Contact and Monitoring**

Ongoing contact by the PARTNERS with the OUSD PROJECT lead and fiscal analyst is required. Funded projects could be subject to one or more formal site visits during the Agreement Period. CC PARTNER agrees to allow such site visits by the PROJECT monitors.

CC PARTNER agrees to allow the following monitoring activities:

- Reporting - OUSD shall review all financial and performance reports submitted by CC PARTNER.
- Site visits – CC PARTNER shall allow periodic site visits by the OUSD PROJECT lead and fiscal analyst to review financial and programmatic records and observe operations.
- Regular contact - OUSD and CC PARTNER shall maintain regular contact and appropriate inquiries concerning PROJECT activities.

## **2.8 Reporting Timeline and Monitoring**

PARTNERS must meet its PROJECT deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by the CC PARTNER to OUSD by June 30<sup>th</sup> of each PROJECT year:

Years 1-3 (2025-2028)

- Identify staff member responsible for data submission
- Submit student data to OUSD
- Year-End Expense Report
- Provide updated East Bay Golden State Pathways Participating Agencies
- Budget revision, capital outlay request, if applicable
- Participate in quarterly Consortium meetings.

Year 4 (2028-2029)

- Submit student data to OUSD
- Year-End Expense Report
- Provide updated East Bay Golden State Pathways Participating Agencies
- Budget revision, capital outlay request, if applicable
- Participate in quarterly Consortium meetings.
- End of Project Report

## **2.9 OUSD Reporting Requirements to the California Department of Education**

As the Consortium lead, OUSD is responsible to report to the California Department of Education. PARTNERS will timely submit any documentation and information to permit OUSD to comply. (See Appendix E: GSP Consortium Fiscal Timeline and Appendix F: California Education Code sections 53020- 53025).

### **2.10 Document Retention**

Each PARTNER shall retain its fiscal and progress reports and documents for a minimum period of three (3) years after completion of activities for which GSPP grant funds are used.

### **2.11 Subcontracting**

Each PARTNER shall adhere to the rules in Appendix G-Agreements with Other Governmental Entities and Their Auxiliaries (Subcontractors).

## **3 ALLOWABLE COSTS AND PAYMENTS**

### **3.1 Schedule of Payments**

OUSD shall pay each PARTNER according to Appendix E: GSP Consortium Fiscal Timeline.

Each PARTNER shall invoice OUSD for payments as set forth in Appendix E: GSP Consortium Fiscal Timeline. Late payment by OUSD shall not constitute a material breach of the AGREEMENT.

### **3.2 Allowable Costs**

Each PARTNER shall compensate its own employees, consultants, ROPs, and community partners for work done by them at the request of the PARTNER to meet goals, objectives, and work plans of the PROJECT. Each PARTNER will invoice OUSD for *direct* expenses and services incurred after those expenses have been incurred and after services have been delivered.

Travel expenses will be reimbursed in accordance with Appendix H: Expenditure Guidelines.

This Agreement does not permit any PARTNER to charge for indirect expenses to

OUSD related to the performance of WORK. Out of country travel expenses are not compensable, out of state travel is compensable.

### **3.3 Payment Not Acceptance**

No payment made to a PARTNER shall be construed as an acceptance or approval of any of the WORK or constitute a waiver of any claim or right that OUSD may then or thereafter have against PARTNER. Payments shall be subject to correction or adjustment in subsequent reviews and payments.

### **3.4 Payments Withheld**

OUSD may withhold payment from a PARTNER on or offset against an invoice from such PARTNER or a portion thereof in an amount and to such extent as may be reasonably necessary to protect OUSD from loss because of:

- a. Said PARTNER'S failure to supply the WORK in accordance with the AGREEMENT and the objectives of the PROJECT; or
- b. Third-party (including but not limited to subcontractors) claims or suits arising out of or relating to such PARTNER'S supply of the WORK.

### **3.5 No Obligation to Make Payment**

Notwithstanding any provision to the contrary, OUSD shall have no obligation to make any payment to a PARTNER, at any time, after written notice to the PARTNER when PARTNER is in material breach of the AGREEMENT and until such time as PARTNER has cured said breach.

## **4. INDEMNIFICATION**

Each Party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of such Party (or parties), its officers, agents or employees in connect with or arising from or out of their performance of this AGREEMENT.

## **5. COMPLIANCE WITH LAWS AND CERTIFICATIONS**

### **5.1 Compliance with Laws**

CC PARTNER declares that CC PARTNER shall fully comply with all laws, executive orders, regulations and other legal requirements applicable to PARTNER and to the WORK. Failure to comply with this Article shall constitute a material breach of the AGREEMENT.

The applicable law, regulations and policies are referenced in Appendix I: Applicable Law, Regulations, Guidelines, and Policies of this AGREEMENT, and also include the following OUSD policies with which CC Partner agrees to comply:

*Non-Discrimination.* It is the policy of OUSD that there be no discrimination

because of race, color, ancestry, national origin, religious creased, physical disability, medical condition, marital status, sexual orientation, gender or age; therefore CC Partner agrees to comply with the applicable Federal and California laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code section 12900 and Labor Code Section 1735 and the above-referenced OUSD policy. In addition, CC Partner agrees to require like compliance by all of its subcontractor(s). CC Partner shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation or other legally protected class.

*Compliance with California and Federal Laws.* CC Partner shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with California Labor Code Section 6401.9 (Workplace Violence Prevention Plans) as well as any other laws related to labor, employment, safety, health and environmental regulations. CC Partner shall ensure that all activities and services conducted under this Agreement are in strict compliance with such laws and regulations, as applicable. Any violation of these laws, regulations or ordinances by CC Partner or any of its employees, subcontractors, volunteers or agents in connection with the performance of the WORK shall constitute a material breach of this AGREEMENT.

## **5.2 Accessibility Requirements**

CC PARTNER hereby warrants that the WORK to be provided under the AGREEMENT complies, as applicable, with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, CFR, part 1194, and California Government Code Section 11135 incorporating Section 508.

## **5.3 Non-Discrimination**

CC PARTNER agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, OUSD Board Policies 3410, 3420, and 3430 , and all applicable laws, rules, and regulations in regard to non-discrimination and equal opportunity.

PARTNER agrees and assures that it will not discriminate against, permit discrimination against, harass, or permit harassment against any individual, including but not limited to employees, applicants for employment, or students, because of race, color, religion, creed, national origin, sex, actual or perceived sexual orientation, transgender status at any stage, marital status, disability, medical status or conditions, age, ancestry, gender identity, political affiliation, veteran status, or other personal characteristic protected by law.

## **5.4 Sexual Harassment**

CC PARTNER declares that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for

employment, or students. OUSD shall have the right to remove an alleged offender from performance of the WORK pending the results of a sexual harassment investigation.

### **5.5 Conflicts of Interest**

CC PARTNER represents that it is familiar with California Government Code Sections 1090 et seq. and 87100 et seq., and that it does not know of any facts that constitute a violation of said sections or OUSD'S conflict of interest code (Board Policy 2710, Administrative Procedures 2710, and Administrative Procedure 2712).

CC PARTNER represents that it has completely disclosed to OUSD, and if applicable, will disclose in the future, all facts bearing upon any possible interests, direct or indirect, which CC PARTNER believes any member of OSUD or other officer, agent, or employee of OUSD or any of its departments presently has, or will have, in the AGREEMENT, or in the performance thereof, or in any portion of the profits thereunder.

CC PARTNER is also aware of California conflict of interest provisions applicable to current State employees (California Public Contract Code section 10411).

### **5.6 State Certification Clauses-SIGNATURE ON APPENDIX J1 REQUIRED**

By executing this AGREEMENT, CC PARTNER certifies that they are knowledgeable of and will comply with the California provisions listed herein, described in Appendix J1-State Contractor Certification Clauses.

Appendix J1 requires the signature of CC PARTNER's authorizing agent.

### **5.7 Certification Clauses-SIGNATURE ON APPENDIX J2 REQUIRED**

By executing this AGREEMENT, CC PARTNER certifies that they are knowledgeable of and will comply with the Federal provisions pertaining to Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace, as provided in Appendix J2-Certifications.

Appendix J2 requires the signature of CC PARTNER'S authorizing agent.

## **6 CONFIDENTIALITY**

### **6.1 Duty to Keep Information Confidential**

OUSD and CC PARTNER are subject to the California Public Records Act. Subject to applicable law, CC PARTNER shall treat as confidential all non-public information disclosed by OUSD in connection with this AGREEMENT, including but not limited to written or oral communications, education records (as defined under the Family Educational Rights and Privacy Act of 1974 (FERPA)), personal data, plans, specifications, and other data (collectively, "Confidential Information"). The terms and

conditions of this AGREEMENT shall also be deemed Confidential Information.

CC PARTNER shall not disclose Confidential Information to any third party, except: 1) as required by this AGREEMENT, 2) to comply with applicable law or 3) as authorized by OUSD, and shall only disclose it to those within CC PARTNER'S organization who need to use it on an as needed basis in performance of the AGREEMENT. Upon completion or termination of this AGREEMENT, CC PARTNER shall return or destroy all such Confidential Information (except for this AGREEMENT or the WORK) or otherwise dispose of it as OUSD may approve. This provision is not intended to restrict CC PARTNER's right to use or disclose information that is already known to the public or rightfully obtained without restriction from other sources or CC PARTNER's obligation to disclose the AGREEMENT to its Board of Trustees and the public as part of a Board meeting in accordance with its Board's policies and laws applicable to public entities and California community college districts.

CC PARTNER shall defend, indemnify and hold harmless OUSD from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, including but not limited to reasonable attorney's fees and costs, sustained by OUSD solely as a result of any unpermitted disclosure or use of any Confidential Information in violation of this AGREEMENT.

The obligations of the PARTIES pursuant to this article on Confidentiality shall extend five (5) years beyond the AGREEMENT PERIOD.

## **7 FINANCIAL RECORDS AND NOTICE**

### **7.1 Accounting Records and Auditing**

CC PARTNER shall keep accurate and complete accounting records concerning its performance of this AGREEMENT in accordance with state guidelines, and generally recognized accounting principles and practices.

OUSD shall have the right at any reasonable time to examine, audit, and reproduce such records. PARTNER agrees to allow interviews of any of its employees who might reasonably have information related to such records and to otherwise assist OUSD in its auditing procedures at no cost to OUSD. The provisions of this section shall be specifically enforceable.

### **7.2 Notice**

PARTIES shall provide notice ("NOTICE") to each other in written form sent by certified mail with return receipt requested or by overnight courier or delivery service with signature required, to the notice contact specified in Appendix L: Notice Contacts. NOTICE will be deemed given on the date of receipt by the designated recipient.

## **8 MODIFICATION OF AGREEMENT**

### **8.1 Authorized Agents**

Each PARTY shall specify at least one agent with authority to modify the AGREEMENT (“AUTHORIZED AGENT”) in Appendix K: Authorized Agents.

### **8.2 Modifications**

No modification, including but not limited to amendments, limitations, waivers, change orders, and supplements, shall bind either Party unless it is in writing and signed by the AUTHORIZED AGENTS of all PARTIES. The PARTIES expressly recognize that OUSD personnel who are not AUTHORIZED AGENTS cannot order or approve additions, deletions, or revisions in the WORK (“CHANGES”). Failure of CC PARTNER to secure proper authorization for CHANGES shall constitute a waiver of any and all right to adjustment in payment or delivery timetable due to such unauthorized CHANGES, and CC PARTNER thereafter shall be entitled to no compensation or reimbursements whatsoever for the performance of such CHANGES.

## **9 TERMINATION**

Except as expressly provided herein, this AGREEMENT shall only terminate at the TERMINATION DATE. The Parties understand and agree that by signing this AGREEMENT, they are committing to comply with the terms and conditions of this AGREEMENT through the end of the AGREEMENT PERIOD as defined above.

### **9.1 Payment Obligations**

In the event AGREEMENT is terminated prior to completion of the PROJECT, OUSD shall pay PARTNER the reasonable costs incurred by PARTNER to the time of the termination.

### **9.2 Course of Dispute**

Unless OUSD gives NOTICE to stop work or of its intent to terminate this AGREEMENT due to lack of funding from CDE or a material breach of CC Partner that has not been cured within 30 days of OUSD’s notice to CC PARTNER of such breach, nothing in this AGREEMENT shall allow CC PARTNER to discontinue the WORK during the course of any dispute, and CC PARTNER'S failure to continue the WORK during any and all disputes shall be considered a material breach of the AGREEMENT.

## **10 INTERPRETATION**

### **10.1 Integration**

It is mutually understood and agreed that this AGREEMENT, together with the Appendices, and any documents, provisions of law or OUSD policies attached hereto or referenced herein, which are hereby incorporated herein by reference, serve as the final, complete, and exclusive agreement of the Parties, setting out the entire intention of the Parties relating to the GSPP grant..

### **10.2 No Third-Party Beneficiaries**

Except as expressly provided, nothing in the AGREEMENT shall operate to confer rights or benefits on persons or entities that are not a party to this AGREEMENT.

### **10.3 CC PARTNER is Independent of OUSD**

This AGREEMENT is by and between two independent agencies and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Parties. Neither Party nor its officers, agents, and employees are entitled to compensation from, or participate in any pension or benefits of, the other Party.

## **11 DOCUMENTS INCORPORATED**

This AGREEMENT comprises the general provisions set out in these articles as well all appendices:

APPENDIX A: East Bay Golden State Pathways Consortium GAN

APPENDIX B: East Bay GSP Consortium Application Narrative

APPENDIX C: Emery GSPP Consortium Letter, PCCD GSPP Consortium Letter

APPENDIX D: GSP Consortium RFA

APPENDIX E: East Bay GSP Consortium Fiscal Timeline (MOU)

APPENDIX F: GSPP Legislative Language (Ed Code)

APPENDIX G: Agreements With Other Governmental Entities and Their Auxiliaries (Subcontracting)

APPENDIX H: GSPP Expenditure Guidelines

APPENDIX I: Applicable Law, Regulations, Guidelines and Policies

APPENDIX J1: State “Contractor Certification Clauses”

APPENDIX J2: Certifications  
APPENDIX K: Authorized Agents  
APPENDIX L: Notice Contacts  
APPENDIX M: Consortium Budget

When the terms of an appendix conflict with any provisions of this AGREEMENT, the AGREEMENT controls.

## **12 EXECUTED**

### **12.1 Authority**

Signing of the AGREEMENT has been done in compliance with Board approval as outlined in the Board Policies for the Oakland Unified School District. An AUTHORIZED AGENT for each PARTY shall sign.

[Remainder of Page Intentionally Left]

**12.2 Executed**

The PARTIES have caused the AGREEMENT to be executed effective as of the EFFECTIVE DATE. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**CC PARTNER ACCEPTS AND AGREES:**

**OUSD ACCEPTS AND AGREES:**

Signature:   
Tammieil Gilkerson (Feb 19, 2026 16:54:08 PST)

Signature: \_\_\_\_\_

Print Name: Tammieil Gilkerson

Print Name: Denise Saddler

Title: Chancellor, Peralta Community  
College District

Title: Interim Superintendent  
Oakland Unified School District  
*(Authorized Agent)*

Date: 02/19/2026

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

[Signature Page Continues]

**APPROVED AS TO FORM BY OUSD:**

Signature: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

**OUSD's EDUCATIONAL SERVICES APPROVAL (for internal reference only):**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX A: East Bay Golden State Pathways Consortium GAN

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Dr. Kyla Johnson-Trammell, Superintendent Oakland Unified School District 1011 Union Street Oakland, CA 94607-4099		<b>CDE GRANT NUMBER</b>				
		<b>FY</b>	<b>PCA</b>	<b>Service Location</b>	<b>Suffix</b>	
		2023	25673	61259	C1	
<b>Attention</b> Dr. Kyla Johnson-Trammell, Superintendent		<b>INDEX</b>		<b>County Code</b>		
<b>Email</b> kyla.johnson@ousd.org		0615		01		
<b>Telephone</b> 510-879-8000		<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>				
<b>Grantee Unique Entity ID (UEI)</b>		<b>Resource Code</b>		<b>Revenue Object Code</b>		
<b>Program Office</b> Accounting Office, Categorical Funds		6383		8590		
<b>Name of Grant Program</b> Golden State Pathways Program: Consortium Grant						
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$1,136,775		\$1,136,775		04/2/2024	06/30/2029
<b>ALN</b>	<b>Federal Award ID Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	

I am pleased to inform you that you have been funded for the Golden State Pathways Program: Consortium Grant at Oakland Unified School District (17C).

This award is made contingent upon the availability of funds. If the Legislature takes an action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (COE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Golden State Pathways Program at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov)

<b>California Department of Education Contact</b> Dustin Sperling		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:GSPP@mcde.ca.gov">GSPP@mcde.ca.gov</a>		<b>Telephone</b> 916-982-2166	
<b>Authorized by the State Superintendent of Public Instruction or Designee</b> 		<b>Date</b> December 19, 2024	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			
<p><i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i></p>			
<b>Printed Name of Authorized Agent</b>		<b>Title</b>	
<b>E-mail Address</b>		<b>Telephone</b>	
<b>Signature</b> ▶		<b>Date</b>	

## Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the Golden State Pathways Program (GSPP) at the local educational agency noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 53020 through 53025. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
  - The first payment of 85 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
  - The GSPP Annual Expenditure Report is due no later than 60 days after the close of each fiscal year. The GSPP Annual Expenditure Report should include a narrative of expenditure. Failure to submit an annual GSPP Annual Expenditure Report with a detailed narrative may result in a billing from the CDE for grant funds paid.
  - Grant recipients shall annually collect and submit data, disaggregated by pupil subgroup, on the outcome measures identified in the California EC Section 53024 (c). The annual report is due to the grant recipient's RTAC in mid-May, beginning May 20, 2026.
  - The final payment will be processed after CDE receives the initial student data report.
6. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other GSPP sites.

If you have any questions regarding the GSPP requirements of the grant, please contact Dustin Sperling, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov). If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov).

## APPENDIX B: East Bay GSP Consortium Application Narrative

## APPENDIX B: East Bay GSP Consortium Application Narrative

The Oakland and Emery Unified School Districts and the Peralta Community College District (Berkeley City College, Laney College, Merritt College, and College of Alameda) will form the East Bay Golden State Pathway Consortium to increase graduation rates, A-G attainment, and the number of AA and AS degrees conferred, all to better prepare our next generation to enter high-wage, high-growth, high-skill careers in their communities. Though they live in communities impacted by violence and poverty, students matriculating from these pathways will thrive, contributing all their diversity, passion, and talent to their East Bay community.

Built upon a strong foundation of collaboration fueled by a variety of funding sources (Strong Workforce, CCAP, CTEIG, CPA, Perkins, the CCPT grants, and local property taxes) the Peralta Community College District (PCCD) and Oakland Unified School District (OUSD) propose to double down on ensuring students are well prepared to matriculate from rigorous high school college and career integrated pathways into connected and logical community college pathways, where they will continue to engage in career and work-based learning experiences that culminate in certificates and/or transfer-ready degrees. As a third partner, Emery Unified School District (EUSD), currently transitioning a pathway, will rebuild it by working with OUSD and PCCD, accelerating their own pathway development progress while providing OUSD the opportunity to strengthen its own practices by developing a “Golden State Pathway Lighthouse Program, for which EUSD will be the first “learner” district.

OUSD and EUSD serve communities with a critical need for educational pathways aligned to high-wage, high-growth jobs. The East Bay comprises two-thirds people of color, one-quarter foreign-born, and 13.2% living in poverty (U.S. Census). OUSD

students in grades 9-12 are 92% BIPOC, 23% Newcomers, and 89% Free or Reduced Price Lunch. Emery Secondary serves just 153 students, 91% BIPOC, and 61.5% Free or Reduced Price Lunch. An important goal for OUSD is raising graduation rates overall and for focal student groups: the 2021-2022 cohort graduation rate was 74.4%, with significantly lower rates for SpEd (68%), Latinx (63%), and Newcomer (41%) students. Increasing college enrollment is another goal, since in 2022 58% transitioned to postsecondary within one semester of graduation, and rates were lower than average for Black (45%), Latinx (42%), Newcomer (17%), and SpEd (29%) students. Emery Secondary students graduate at high rates, over 90% over the last five years, but less than 10% meet UC/CSU requirements. Coordinated matriculation into college is vital for students in both school systems.

OUSD currently offers 31 Linked Learning Pathways, 80% in the GSPP identified focus industry strands, while single high school EUSD offers one. Programs of study in OUSD include interdisciplinary curricula in A-G academic classes cohorted with A-G CTE courses. Pathways connect students to dual enrollment (DE) and postsecondary (PS) transition opportunities and engage them in careers through work-based learning experiences (WBL) in partnership with local industries. Students in pathways are known individually by their pathway teachers and support staff, who work alongside them to leverage their strengths and understand their growth areas. Through the East Bay GSP Consortium, teachers, faculty, counselors, and advisors from PCCD, OUSD, and EUSD will collaborate with industry partners (too many to list but including Tesla, Pixar, EBMUD, and Kaiser) to build upon and deepen the intentionality and integration among the systems, leading to increased student success.

## **Expected Outcome 1: Integrated Program of Study**

The East Bay Golden State Pathways Consortium will improve high-quality, integrated programs of study by supporting workgroups made up of practitioners from all three systems, along with industry partners that work with one or more partners. These workgroups will kick off with an event to orient participants, across all career strands, to the Golden State Pathways Program and to elements of an integrated Program of Study (POS). Smaller workgroups within industry strands will then meet regularly to work together, supported by OUSD Linked Learning staff in collaboration with the PCCD Director of Academic Affairs, to improve all aspects of their POS. Emery staff will join various workgroups, depending on their scope of learning.

Achieving an integrated program of study for *all* students in grades 10-12 has been a key priority for OUSD. Currently, all G10-12 students are enrolled in a pathway that consists, with some inconsistency, of an A-G program of study, a three-course CTE sequence, career-aligned academic courses, and project-based learning. Many (but not all) pathways include elective, pathway-aligned DE classes and WBL. Equity measures aimed at college-ready Smarter Balanced assessment scores in English and Math have been implemented, including Literacy Coaches supporting instructional quality and new ELA and Math curricula. Steps must be taken, however, to qualify every pathway as a Golden State Pathway (meeting or exceeding all GSP outcomes) by: ensuring DE course requests are aligned with pathways and integrated into master schedules; pathway student supports are equitably reaching students with highest need; and overall coherence results in high levels of pathway course quality, rigor, and student SBSA college-ready scores.

Though Emery Secondary has stellar graduation rates, they believe a strong integrated

program of study will support more students to attain A-G completion, which is currently 10%. The current plan is to transition a long-standing Media Pathway into a Business and Entrepreneurship Pathway, leveraging an existing digital photography lab and a maker space to support student-run enterprises and a newly credentialed CTE teacher. Emery mainly uses National Education Equity Labs to provide access to post-secondary credits. Though some Emery students participate in concurrent enrollment courses at nearby Berkeley City College, EUSD is missing the collaboration that PCCD and OUSD have forged over the past ten years and knows that many of their students would benefit from a warm transition to their local, affordable community college through aligned DE courses. Emery is primed to learn how to design and implement a rigorous and supportive program of study from OUSD veteran pathways teams.

Proposed Activities*	Timeline
OUSD High School Linked Learning Office (HSLLO) leaders and PCCD Associate Vice Chancellor of Educational Services and Director of Academic Affairs plan scope and sequence of Integrated POS events / workgroups	July 2024
East Bay GSP Consortium Integrated POS Kick-Off event	Aug 2024
PCCD Dir of Acad Affairs and OUSD Pathway Quality and Coherence (PQC) Coordinator identify and support pathway-specific workgroup leads to develop work plans	Sept 2024
Monthly Integrated POS workgroups in which PCCD, OUSD and EUSD participants focus on: integrating CTE and industry standards into core academic classes; creating an aligned and increasingly rigorous POS through HS and into college pathways; integrate DE into pathway POS to ensure all students access 12 post-secondary credits; collaborate to ensure equitable access to activities across all pathways	Monthly Aug 2024 - June 2028
Shared resource library established to support pathway coherence and equitable access to resources. Once established this library will grow in real time as new assets are created by workgroups.	Dec 2024

## **Expected Outcome 2: Postsecondary Credits**

The East Bay GSP Consortium will enable PCCD faculty to work closely with HS pathway staff, through Integrated POS convenings and workgroups, to orient, guide and support students to extend their pathway programs of study, with the jumpstart of already accrued credits through DE, into aligned college degree and certification pathways at PCCD colleges.

OUSD and PCCD have collaborated over the past decade to build articulated college and career pathways inclusive of school year and summer DE that awards at least 12 post-secondary credits. To date, more than 8,700 students at all OUSD high schools have experienced DE, 84% have passed their DE courses earning college credit, and over 680 DE courses have been offered by 140 PCCD instructors. CCAP agreements between PCCD and both OUSD and EUSD have been active since 2019 and are expected to be re-negotiated by June 2026.

At Emery Secondary access to post-secondary credits has been achieved through a partnership with the National Education Equity Labs. Through this partnership students access credits through IHEs including Stanford University, UCSD, and UPenn. Emery also supports open access to Advanced Placement courses which many students opt into. Emery has a small but mighty staff and has the capacity and agility to adopt a course and implement it quickly. Through their participation in the East Bay GSP Consortium, they plan to add one PCCD DE course as a required capstone of their new pathway and are expecting to add more PCCD DE courses as their pathway development continues.

**An overarching goal in OUSD is to qualify more pathways to become Golden State Pathways, meaning pathways that meet or exceed the GSPP Expected**

**Outcomes, to ensure equitable high-quality pathway experiences for all students.**

To further develop the DE program toward these standards in OUSD, and eventually in EUSD, The East Bay GSP Consortium will: support the adoption of more DE courses as a required part of pathway programs of study; provide more consistent student counseling support about DE course and college readiness, academic success, and college transition; and standardize and uncomplicate the DE processes across all four colleges that are part of PCCD.

Proposed Activities*	Timeline
OUSD HSLLO Director, Manager of DE, PQC Coor and PCCD Assoc Vice Chancellor of Ed Services and Dir of Acad Affairs engage in deep planning meetings to create a scope and sequence of actions to increase DE offerings, quality, and student success	July-Aug 2024
Quarterly collaboration between OUSD’s HSLLO and PCCD and its instructional deans to develop new, more fully aligned and pathway-required DE courses, informed by integrated POS workgroups	Aug. 2024 - July 2028
Convene PCCD, OUSD and EUSD counselors and student support staff in a workgroup focused on seamless support of students through HS pathway POS,DE courses, and to develop a college mindset and identity. Meet monthly for first year after POS working groups have laid a foundation and then quarterly depending on progress	May 2025-July 2028
OUSD and EUSD led (in partnership with known expert organizations and individuals such as the National Equity Project, Zaretta Hammond) quarterly PD for college faculty on instructional strategies and culturally relevant pedagogy for diverse high school learners in a college context to increase DC course pass rates	Quarterly Fall 2024 - Spring 2028
OUSD HSLLO staff, led by PQC Coordinator, work with pathway leads to design the “Golden State Pathway Lighthouse” visitation program; collaborate with Emery staff as the first “learner district;” Emery provides user feedback to improve the program	Quarterly Fall 2025-Spring 2028

**Expected Outcome 3: Work-based Learning Experiences**

The East Bay GSP Consortium will expand a robust continuum of pathway work-based learning experiences, helping to ensure that *all* students participate in WBL that is

pathway-aligned, validated by industry input, and consistent and equitable across pathways within the same industry strand. It will further support the development of aligned sequences of WBL experiences that begin in pathway programs of study and culminate in college degree and certification programs in PCCD colleges.

Currently, PCCD hosts *The Peralta Institute* every summer, a program that offers summer college courses for all Bay Area high school students. Many of the courses embed WBL experiences, including classes in Carpentry, Electrical, Environmental Controls and Advanced Manufacturing. The activities of the East Bay GSP Consortium will support PCCD to offer pathway-aligned *Institute* courses that extend career exploration experiences for pathway students from OUSD and EUSD. Additionally, PCCD currently offers robust WBL experiences within its degree and certification pathways with the support of a vast number of local industry partners including local radio stations (KQED, BBC Local), youth-serving organizations (Girls Inc and YMCA), local health care providers (Kaiser, LifeLong Medical), BART, Lawrence Livermore Labs and East Bay MUD, to name just a few. The East Bay GSP Consortium will provide opportunities for these and other PCCD industry partners to work with OUSD and EUSD industry partners, and with faculty from all three systems, to create better coherence and intention around how industry partners are leveraged to improve the quality of pathway-integrated programs of study.

In recent years, OUSD has leveraged K12 SWP and CTEIG to fund a summer WBL program called *Exploring College, Career and Community Options* (ECCCO), a short-term intensive internship program that has led to an increase in the participation of focal student groups who can often dedicate time during the summer to WBL that they cannot

afford during the school year as many of them must work. This and other investments in career awareness and exploration activities have increased district-wide understanding of pathways and increased the number of students who transition seamlessly into college and careers after graduation. Significantly, WBL is now identified as a key strategy in the OUSD Superintendent’s Strategic Plan, the district has hired a central WBL Coordinator, and several schools have dedicated WBL Liaisons.

Students at Emery Secondary have participated in the *Peralta Institute* (as have OUSD students) as one of their main access channels to WBL. Emery has indicated that this is a big area of growth for them. They are committed to convening a school-based college and career committee (including community partners, students, and caregivers) to focus on this and other aspects of pathway development as they learn from East Bay GSP Consortium activities.

Proposed Activities	Timeline
OUSD HSLLO leaders and PCCD Associate Vice Chancellor of Educational Services and Director of Academic Affairs plan sequence of industry partner activities	July 2024
Invite key industry partners to East Bay GSP Consortium Integrated POS Kick-Off event to orient them to the goals	Aug 2024
Invite key industry partners to monthly Integrated POS workgroups where PCCD, OUSD and EUSD participants focus on: integrating CTE and industry standards into core academic classes; creating an aligned and increasingly rigorous WBL sequences through HS and into college pathways; collaborate to ensure equitable access to WBL activities across all pathways; co-create WBL resources accessible to all - add to library	Monthly Aug 2024 - June 2028

**Expected Outcome 4: Integrated Support Services**

The East Bay GSP Consortium will support the alignment and standardization of integrated student support services to create an equitable and seamless experience

for students as they engage in and matriculate through pathway programs in high school and community college. Currently, too many students are failing to navigate through this transition due to: being under-prepared to tackle college-level work, not yet having a college-going mindset or identity, or simply being flabbergasted by the complexity of the application, enrollment, and course of study processes in post-secondary institutions. In 2019-20 21% of OUSD and 36% of EUSD graduates enrolled in community colleges (*Spring 2023-Fall 2028 PCCD Strategic Plan*).

However, Dr. Tina Vasconcellos, a key East Bay GSP Consortium member and the Associate Vice Chancellor of Educational Services, states that once students enroll in PCCD colleges, they tend to “swirl” through a variety of programs, often at two or even all four colleges in the system, and stay enrolled for as long as four or six years, never earning degrees or certificates that would support them to start real careers. The East Bay GSP Consortium will tackle this issue by building upon good student support practices already in place in all three systems, but focusing on the transition supports that are clearly inadequate.

Integrated support services are at the center of OUSD’s pathway development, with a particular focus on serving LCAP student groups. Currently, Transition Specialists (TS) provide caseload-based post-secondary support services, and College and Career Readiness Specialists (CCRS) coordinate access to (pre)apprenticeship, community college, and four-year college. A central Coordinator of College Access (CCA) provides coaching, professional development, and curriculum to staff. Most importantly, pathway teams meet regularly to discuss students of concern and to plan individualized interventions.

At Emery Secondary, each and every student is supported through a 1:1 check-in system that was implemented to ensure that every student has an adult advocate. EUSD also provides an EAOP/DCAC College Advisor who supports students with FAFSA, CADAA, and college applications.

At PCCD colleges, learning communities such as UMOJA, Puente and Salaam provide wrap-around services for students in historically resilient groups. Career exploration and counseling services are available to all students as well as tutoring and supplemental instruction for various classes.

Students in all three systems have access to on-site Wellness Centers to which they may either self-refer or be referred by a concerned party.

Proposed Activities	Timeline
OUSD HSLLO and EUSD leaders and PCCD Director of Academic Affairs create four year detailed plan for improving integrated student support services	July - Sept 2024
PCCD Dir of Acad Affairs convenes counselors and student support staff at all four colleges to create one standard system for supporting students to apply, enroll, and persist in DE and college degree and certificate programs, including an annual pre-fall welcome event at PCCD colleges to orient students to services, and more robust outreach to families and communities in the region	Sept '24 - June '28; monthly and then quarterly based on progress
OUSD HSLLO student support staff (TS, CCRS, CCA) led by PQC Coordinator, Emery counselor and College Advisor, and PCCD Dir of Acad Affairs create aligned systems for supporting students through the transition from HS to CC	Spring '25-June '28, monthly and then quarterly based on progress
Deepen use of existing OUSD PS Tracker system for data-driven intervention; EUSD adopts and implements	Sept '24-June '28

**Expected Outcome 5: Industry Connected Pathways**

According to the East Bay Economic Development Alliance, the top three sectors that had the strongest job growth in 2021 were education and health services, professional

and business services, and trade, transportation and utilities, all sectors that are currently reflected in PCCD, OUSD and Emery pathways and that can provide the next generation in the East Bay with sustainable careers and a higher quality of life.

The East Bay GSP Consortium will support industry-connected pathways by working more intentionally with industry partners to focus them on informing, validating, and assessing programs of study that integrate academics with career-relevant course sequences and to validate WBL related to real-world challenges. Through convening representatives from all of the industry-specific advisory boards that already exist at PCCD and OUSD, a more coordinated and streamlined approach to leveraging industry partners and local employers will be forged. Then, industry-specific working groups will connect at a more granular level to ensure that pathway teachers and PCCD faculty get continuous input on curricula, and that WBL experiences are sequenced and spiraled to both capture student interest and engagement, but that also build and reinforce industry-specific knowledge, skills and mindsets.

In OUSD, pathway students are cohorted to enable an integrated learning experience where core classes integrate CTE standards, skills, and themes to increase relevance. CTE and core academic classes are sequenced to enable vertical alignment and mastery of skills mapped backward from student learning outcomes and the district's graduate profile. CTE and pathway coaches work intensively with CTE teachers and pathway teams to support this alignment and integration, and WBL Liaisons coordinate with industry partners so that WBL is integrated and pathway-specific.

Because Emery Secondary is a small high school, students are cohorted by default, but their small size has impacted their ability to create a CTE sequence that would meet the

needs and interests of all their students. In transitioning to a Business and Finance pathway, with a focus on Entrepreneurship, Emery has selected an industry sector that is not only flexible enough to ignite all students to engage no matter their interest (digital arts, podcasting, fashion, food, manufacturing, etc.) but is also responsive to community stated needs (small business development). Emery’s main intention as a member of the East Bay GSP Consortium is to develop and sustain a robust industry-connected pathway with training, modeling, and mentorship from OUSD.

Proposed Activities	Timeline
OUSD HSLLO leaders and PCCD Associate Vice Chancellor of Educational Services and Director of Academic Affairs plan the sequence of industry partner activities	July 2024
PCCD leads convene first annual integrated industry advisory board (with PCCD and USD established members). Board creates a streamlined and coordinated approach to leveraging industry partner engagement in pathway POS; Board meets annually to assess progress	Annually Sept 2024-28
Pathway specific industry partners engage in monthly Integrated POS workgroups where PCCD, OUSD and EUSD participants focus on: integrating CTE and industry standards into core academic classes; creating an aligned and increasingly rigorous WBL sequences through HS and into college pathways; collaborate to ensure equitable access to WBL activities across all pathways; co-create WBL resources accessible to all - add to library	Monthly Aug 2024 - June 2028
OUSD HSLLO staff led by PQC Coordinator work with pathway leads to design the Golden State Pathway Lighthouse visitation program; collaborate with Emery staff as the first “learner district” Emery provides user feedback for improvement before the program is implemented and promoted state-wide	Quarterly Fall 2025-Spring 2028

**Expected Outcome 6: Articulated Pathways**

The East Bay GSP Consortium is designed for every OUSD and Emery pathway to (1) award college credit that articulates to a community college certificate or degree

program *and* (2) equip students with competencies and credentials that articulate to entry-level employment in high-demand, high-wage sectors. OUSD and PCCD have created effective models of these articulations within specific pathways and, through Consortium activities, will strengthen and replicate them across all sectors. For example, in summer 2024 OUSD and Alameda Health System will pilot a districtwide Emergency Medical Technician (EMT) DE program whereby recent high school graduates: complete EMT training at Merritt College; and transition directly into paid training with Royal Ambulance; will be supported in completing certification exams; and are guaranteed employment upon certification, all with the support of OUSD Transition Specialists and WBL Liaisons. Also, students in OUSD Health pathways can enroll in Phlebotomy Tech courses with Bay Area Medical Academy (funded by WIOA funds through a partnership with the Oakland Workforce Development Board) and are supported to prepare for certification and possibly apply credits toward an Emergency Medical Technician Certificate. The East Bay GSP Consortium will expand similar programs that articulate to college pathways *and* quality employment opportunities, through deep working partnerships with USD pathway teachers, employers, and PCCD colleges.

Proposed Activities	Timeline
OUSD HSLLO leaders and PCCD Assoc Vice Chancellor of Educational Services and Director of Academic Affairs plan sequence of industry partner activities	July 2024
OUSD HSLLO Director, Manager of DE, and PQC Coor and PCCD Assoc Vice Chancellor of Ed Services and Dir of Acad Affairs engage in deep planning meetings, with industry partners as appropriate to create a scope and sequence of actions to increase DE offerings, quality, and student success	July-Aug 2024

<p>Quarterly collaboration between OUSD’s HSLLO and PCCD and its instructional deans to develop new, more fully aligned and integrated and pathway-required DE courses that explicitly prepare students for degree and certification pathways at PCCD that in turn lead to professional entry-level jobs in high growth sectors, informed by integrated POS workgroups</p>	<p>Quarterly Aug. 2024 - July 2028</p>
<p>PCCD Associate Vice Chancellor of Educational Services and Director of Academic Affairs convene first annual integrated industry advisory board (with PCCD and USD established members). Board creates a streamlined and coordinated approach to leveraging industry partner engagement in pathway POS; Board meets annually to assess progress</p>	<p>Annually Sept 2024-28</p>
<p>Pathway-specific industry partners engage in monthly Integrated POS workgroups where PCCD, OUSD and EUSD participants focus on: integrating CTE and industry standards into core academic classes; creating aligned and increasingly rigorous WBL sequences through HS and into college pathways; collaborate to ensure equitable access to integrated POS and WBL activities across all pathways; co-create POS and WBL resources accessible to all - add to library</p>	<p>Monthly Aug 2024 - June 2028</p>
<p>OUSD HSLLO staff led by PQC Coordinator work with pathway leads to design and launch the “Golden State Pathway Lighthouse” visitation program; collaborate with Emery staff as the first “learner district” Emery provides user feedback for improvement before the program is implemented</p>	<p>Quarterly Fall 2025-Spring 2028</p>

## **Expected Outcome 7: Collaboratively Build Pathways**

As described in responses to Expected Outcomes 1-6 above, The East Bay GSP Consortium plans to leverage the strong foundation laid – by OUSD with its long, deep, and supported pathway development, by EUSD with its experience in launching a CTE pathway, and by PCCD with its commitment to supporting its feeder high schools with a variety of ways for students to earn PS credits through DE and concurrent enrollment, and its outreach to and support of incoming students, especially those furthest from opportunity, to supercharge the next iteration of pathway development.

The Consortium will support deep collaborative planning and action among PCDD, OUSD, and EUSD leadership, staff, and faculty to:

- Ignite and engage regional industry partners to collaboratively plan and execute a better system of intentional and robust support of pathway-integrated programs of study, and sequenced and spiraling work-based learning experiences
- Reimagine standardized and uncomplicated systems for offering, enrolling, engaging, and matriculating pathway students through dual enrollment courses and college pathways, which culminate in degree and/or certificate conferment in sectors that are high skill, high growth, and high wage in the region
- Provide time, space, and support for pathway teachers, PCCD faculty, and industry partners to roll up their sleeves and create shared resources (curricula, projects, materials lists, lesson plans, etc.) to ensure that pathway experiences are equitably experienced by all pathway students
- Create systems to warmly hold students, especially those from historically underserved populations, through increasingly rigorous programs of study and the transition into and through college with the academic, social, emotional, and

mental health supports they individually require

- Create Golden State Pathways in OUSD - pathways that meet or exceed all GSP expected outcomes - and a model “lighthouse” visitation program that will not only support other California school districts and charter networks to launch or redesign pathways, but support OUSD Golden State Pathways themselves to continuously improve to maintain their GSP status, and provide extra funding to keep improvement innovations flowing
- Provide a springboard for Emery Secondary to launch its reimagined pathway as the first “learner district” working with OUSD pathways on their way to GSP status, and to co-design the “lighthouse” visitation program by providing “end-user” feedback throughout the development process. Emery will eventually qualify its pathway as a Golden State Pathway

The outlined above will happen. Without GSPP funding to support the activities, they will happen over a longer period, and will likely happen in silos. The cities of Oakland and Emery cannot wait. As the East Bay Golden State Pathway Consortium, we will do this hard and necessary work together to transform our educational system into one our young generation needs, urgently.

## **Expected Outcome 8: Sustain GSPP Ongoing Operations**

The East Bay GSP Consortium is well positioned to sustain pathways and GSP expected outcomes well beyond the term of this grant, largely due to the leveraging of diverse local and statewide funds and the investment in coherent, institutionalized college and career pathway systems. In the same way that PCCD and OUSD have leveraged previous funding streams to get pathway development to its current state, those same and similar funding streams will sustain the work moving forward. The deep collaboration seeded and nourished by the GSPP funding will propel the work well beyond the term of this grant.

There are numerous examples of how previous investments have been leveraged by OUSD, the Lead Agency of the East Bay GSP Consortium. OUSD's Board and Superintendent have consistently supported the district's High School Linked Learning Office (HSLLO), directing general funds and supplemental / concentration funds in support of central staffing and capacity-building for school sites. Oakland's College and Career for All Fund (Measure H) generates approximately \$11.5 million in parcel tax dollars annually for college and career pathways, including funding CTE teachers, school-site College and Career Readiness Specialists, and internship stipends. With a strong foundation supported by these local funds, OUSD has been able to focus state grants on addressing equity gaps: CTEIG is used for DE and WBL case management for high-need students and CTE coaches in priority pathways; K12 SWP supports career transition specialists focused largely on newcomers, and districtwide costs associated with DE and WBL systems. Grants from the Haas Sr. Fund, Sequoia Foundation, and Stupski Foundation have resourced pilot WBL programs, and industry

partners such as Kaiser, EBMUD, PG&E, Hidden Genius and UCSF and many others, have funded internship stipends. Significantly, OUSD’s deep collaboration with PCCD results in millions of dollars of in-kind instruction, counseling, and staff collaboration. A key role of OUSD’s HSLLO is to create cohesion among these funding initiatives, channeling resources to high-priority strategies that move all pathways toward Golden State Pathway status. EUSD, a significantly smaller district, will learn through collaboration in the Consortium, how to leverage funds, in the ways OUSD has, to launch and sustain its pathway.

Proposed Activities	Timeline
OUSD HSLLO, EUSD leaders and PCCD leaders meet regularly to progress monitor GSP grant activities and expenditures, and collaboratively and proactively plan how to leverage ongoing and new funding streams to support the GSP work	July 2024-June 2025
OUSD leverages the Golden State Pathways Lighthouse Program to bring in supplemental funds that can be used to support innovations and activities that generally cannot be funded with state monies, such as student stipends	Spring 2028
The East Bay GSP Consortium leaders consistently monitor and record activities of staff, faculty, industry partners to share stories with community interest holders and funders to promote visibility and to gain widespread support for pathways across the region	July 2024-June 2028

### **(a) Expected Outcome 9: Maintain Data Records**

As the Lead Agency of the East Bay GSP Consortium, OUSD is committed to collecting and disaggregating all GSP-required pupil data (e.g., A-G course completions, PS credits and credentials earned, internships completed, transitions to PS or employment) in collaboration with EUSD and PCCD. OUSD currently uses district-wide data summaries to aid in goal setting and to track outcomes for LCAP students, and they use student data from a PS outcome tracker and the OUSD data dashboard to develop strategic interventions for focal students. To continue to guide this work (using non-GSP funds), OUSD will convene a data team focused on CTE pathway outcomes and transitions. This team will meet monthly to review existing data, oversee updates to tools and systems, and ensure that data is being used by the OUSD HSLLO and schools to identify effective practices and address disparities in student outcomes. Priorities will include: (1) updating OUSD's WBL data dashboard to reflect a newly refined list of WBL activities, in support of improved data tracking and analytics, (2) creating and implementing a new CTE pathway participant and completer dashboard (using leveraged funds), and (3) updating OUSD's DE tracking system so that DE classes appear in OUSD's master schedule using K12 CALPADS codes for CTE, as applicable. With these improvements, OUSD will continue to track and disaggregate detailed data on CTE pathway participation, DE, and WBL to inform timely decision-making and responsive interventions. This refined data system will be shared for adoption by EUSD, and data teams from all three systems will be supported to collaborate to ensure that data systems between the USDs and PCCD "talk" to one

another, so that data can be leveraged by both systems to ensure that students do not fall through the cracks.

Proposed Activities	Timeline
Convene OUSD postsecondary data team	Monthly Aug '24 - June '28
Convene East Bay GSP Consortium data teams (inclusive of OUSD, EUSD and PCCD data teams) quarterly	Quarterly Spring '25- June '28
OUSD team continuously updates WBL data dashboard to reflect refined list of activities	Aug '24- June '28
OUSD creates new CTE participant and completer dashboard	Aug 2024
Update OUSD data systems w/DE classes w/ K12 CALPADS codes and update annually	Aug '24 - June '28
EUSD adopts OUSD model data systems - as systems are updated	Aug '24 - June '28

## APPENDIX C: APPENDIX C GSPP Consortium Letter Emery and PCCD



March 19, 2024

Career and College Transition Division  
California Department of Education

RE: Golden State Pathways Program - Consortium Member Letter of  
Commitment

To Whom It May Concern:

On behalf of the Emery Unified School District, and Emery Secondary where I serve as Principal, I am pleased to provide this Letter of Commitment to participate as a key member of the East Bay Golden State Pathways Consortium with Lead Agency Oakland Unified School District, and The Peralta Community College District .

Emery Secondary is a small high school, serving fewer than 200 total students, grades 9-12. Over the past many years, we have offered students the option of joining our Media Arts Academy, which has had a strong CTE credentialed teacher who has offered two CTE courses - Digital Photography and Maker Space. However, due to our small size - both in terms of students and staff- we have struggled to create a pathway that meets all of the expected outcomes outlined in the Golden State Pathways Program. My staff and I have spent this year making plans to transition the current pathway to a Business and Finance pathway that centers Entrepreneurship - a growing industry in Emeryville with many of our parents and caregivers owning small businesses. An Entrepreneurship pathway will allow us to leverage our already existing facilities (digital lab and maker space) to support youth-led enterprises. We also already have on staff a credentialed CTE Business teacher. We were poised to try to transition this pathway alone when we were approached by OUSD to join the East Bay Golden State Pathways Consortium. Absolutely perfect timing.

The East Bay GSP Consortium intends to support the collaboration of college and high school staff (teachers, counselors, student support staff) and industry partners to transform outcomes for East Bay students - particularly for underserved student groups - through career pathways, supporting their access, retention, persistence, success and completion of post-secondary programs. We propose to work together to inform the offerings of courses, programs, pathways, student services, and workforce development opportunities at both USDs and at the PCCD colleges. Specifically, the East Bay GSP Consortium will focus on pathways prioritized by the CDE for the Golden State Pathways Program and pathways prioritized by the Oakland and Emeryville Communities. These include:

- Information and Communication Technologies (ICT)
- Engineering and Architecture

*Emery Secondary School*  
*Jessica Goode, Principal*  
1100 Steve Dain Drive  
(Formerly 471h Street)  
Emeryville, CA 94608

Qulauna Scott, Ed.D.  
*Superintendent*

**BOARD OF TRUSTEES**

Brynnda Collins  
*President*

Susan Donaldson  
*Vice President*

Kimberly Solis  
*Board Clerk*

John Van Geffen  
*County Representative*

Regina Chagolla  
*Board Member*

Jordan King & Ellyana Thomton  
*Student Representative*



- Health Science & Medical Technology
- Arts, Media & Entertainment
- Energy, Environment & Utilities
- Education & Child Development
- Public Services
- Engineering & Design
- Finance & Business

Commitment to implementation of the activities described in this Letter of Commitment and in the GSPP application is contingent upon the award of the Golden State Pathways Consortium Grant.

If GSPP funds are awarded to the East Bay GSP Consortium in the amount proposed, the intent of EUSD is to collaborate as follows:

1. Collaborate with OUSD to expand and improve PCCD colleges' dual enrollment course offerings, with particular focus on courses embedded in pathways and other courses supplemental to pathway requirements.
2. Engage in collaboration with PCCD counselors in support of students' enrollment in and transition to the colleges.
3. Participate in East Bay GSP working groups ( HS teachers, college faculty, industry partners - by pathway theme) to engage in quick cycles of improvement centering different pathway expected outcomes with the intention of gaining deep and diverse experience over the four years that will ensure long term success for our program, and most importantly, our students

Through this collaborative relationship, PCCD, OUSD and EUSD will address the following:

1. Provide pathways that enable all Bay Area students to find employment and advance to livable wages.
2. Increase equity in participation, completion, and employment.
3. Meet the needs of employers in the East Bay for well-qualified candidates for positions that pay livable wages.

Sincerely,

Jessica Goode  
Principal  
Emery Secondary School  
(510) 601-4961



**Peralta Community  
College District**

March 19, 2024

Career and College Transition Division  
California Department of Education

RE: Golden State Pathways Program – Consortium Member Letter of Commitment

To Whom It May Concern:

On behalf of the Peralta Community College District (PCCD), I am pleased to provide this Letter of Commitment to participate as a key member of the East Bay Golden State Pathways Consortium with Lead Agency Oakland Unified School District, and Emery Unified School District .

The Peralta Community College District (PCCD) includes four community colleges located in or in close proximity to Oakland and Emeryville and their respective schools: Laney College, Merritt College, College of Alameda, and Berkeley City College. Each of these colleges offers a wide variety of Career Technical Education (CTE) certificate and degree programs aligned with Oakland and Emery USDs college and career pathways and we are eager to collaborate to ensure that more of their graduates successfully matriculate into and succeed by achieving the AA, AS degrees and/or certifications that will allow them to be able to enter high wage, high growth industries in our local communities.

PCCD and the two USDs have already collaborated to identify strategies and activities that align with the goals of the Golden State Pathways Program and of each of our institutions and their programs. The collective goal of East Bay GSP Consortium is to support and expand high-quality integrated programs of study, including dual enrollment, that are aligned with workforce development efforts already occurring through the Strong Workforce Program at PCCD colleges and in the broader Bay Area region. Our collaboration aims to be responsive to regional economic priorities described in the *Bay Area Community College Consortium (BACCC) 2022 Regional Plan* and to improve students' transition from secondary to post-secondary education and careers, especially for disadvantaged student groups.

The East Bay GSP Consortium intends to support the collaboration of college and high school staff (teachers, counselors, student support staff) and industry partners to transform outcomes for East Bay students — particularly for underserved student groups — through career pathways, supporting their access, retention, persistence, success and completion of post-secondary programs. We propose to work together to inform the offerings of courses, programs, pathways, student services, and workforce development opportunities at both USDs and at the PCCD colleges. Specifically, the East Bay GSP Consortium will focus on pathways prioritized by the CDE for the Golden State Pathways Program and pathways prioritized by the Oakland and Emeryville Communities. These include:



**Peralta Community  
College District**

- Information and Communication Technologies (ICT)
- Engineering and Architecture
- Health Science & Medical Technology
- Arts, Media & Entertainment
- Energy, Environment & Utilities
- Education & Child Development
- Public Services
- Engineering & Design
- Finance & Business

Commitment to implementation of the activities described in this Letter of Commitment and in the GSPP application is contingent upon the award of the Golden State Pathways Consortium Grant.

If GSPP funds are awarded to the East Bay GSP Consortium in the amount proposed, the intent of PCCD is to collaborate as follows:

1. Collaborate with OUSD and EUSD to expand and improve PCCD colleges' dual enrollment course offerings, with particular focus on courses embedded in pathways and other courses supplemental to pathway requirements.
2. Facilitate collaboration between OUSD High School Linked Learning Office and Emery Secondary student support staff and PCCD counselors in support of students' enrollment in and transition to the colleges.
3. Internally, coordinate across four PCCD colleges to standardize and uncomplicate the student application and enrollment processes for both dual enrollment courses and regular college admission.
4. Convene local industry partners to orient them to integrated programs of study, inclusive of high school and college pathways, and ignite their participation in the development of:
  - a. academic offerings that embed career readiness and industry standards
  - b. a 9-14 scope and sequence of spiraling work-based learning experiences

Through this collaborative relationship, PCCD, OUSD and EUSD will address the following:

1. Provide pathways that enable all Bay Area students to find employment and advance to livable wages
2. Ensure equity in participation, completion, and employment.
3. Meet the needs of employers in the East Bay for well-qualified candidates for positions that pay livable wages

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina Vasconcellos'.

Dr. Tina Vasconcellos  
Associate Vice Chancellor, Educational Services

## APPENDIX D: GSP Consortium RFA

# Golden State Pathways Program Consortium Grant Request for Applications



**Application Due Date:  
March 19, 2024**

**Administered by the:**  
Career and College Transition Division  
California Department of Education  
1430 N Street, Suite 4202  
Sacramento, CA 95814-590

## Table of Contents

<b>Introduction .....</b>	<b>2</b>
<b>Program Timeline</b>	<b>4</b>
<b>Eligibility Criteria</b>	<b>4</b>
<b>California <i>Education Code</i> Section 53023 .....</b>	<b>4</b>
<b>Funding</b>	<b>5</b>
<b>Golden State Pathways Program Expenditure Guidelines</b>	<b>5</b>
<b>Grant Application</b>	<b>8</b>
<b>Instructions for Submitting the GSPP Consortium Grant Application .....</b>	<b>9</b>
<b>Reading and Scoring .....</b>	<b>10</b>
<b>Appeals.....</b>	<b>10</b>
<b>Program Appendices:</b>	<b>11</b>

## Introduction

The Golden State Pathways Program (GSPP) was established to promote pathways in technology, health care, education, climate-related fields, and other high-wage, high-skill, and high-growth industries. GSPP will support pupils in transitioning from high school to college and career and provide the workforce necessary for economic growth in California. The program encourages collaboration between local educational agencies (LEAs), institutions of higher education, employers, and community partners to develop, and/or expand innovative college and career pathways in alignment with state and regional labor market needs. The Legislature appropriated \$500 million for the GSPP, and California *Education Code (EC)* Section 53025 (b) allows for up to 5 percent of the funds (\$25 million) to be used for technical assistance centers, 10 percent of the funds (\$50 million) to be used by the California Department of Education (CDE) to award consortium and planning grants, and 85 percent of the funds (\$425 million) to be used for implementation grants.

Pathways connect and align all aspects of instruction to support a unified strategy for preparing students for success in college and career. The GSPP will enable more pupils to access career-focused programs and when combined with guidance and support services, leads to postsecondary education and gainful employment in target industry sectors. Finally, the GSPP will support the continued development of a diverse, skilled, and educated workforce.<sup>1</sup> For detailed information on the GSPP Framework, applicants may refer to Appendix I: GSPP Framework, Appendix B: GSPP Program Requirements and Legislation, and GSPP California *Education Code* sections 53020 – 53025 available at [https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=EDC&division=4.&title=2.&part=28.&chapter=16.1.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=4.&title=2.&part=28.&chapter=16.1.&article=). In the awarding of grants, applications submitted by “high-priority local education agencies” in “high-priority pathways” such as Education, including early education and child development, Computer Science, Health care, and Science, Technology, Engineering, and Mathematics, and pathways focusing on climate resilience will be prioritized as outlined in *EC* sections 53022 (a) and 53025 (f).

According to *EC* Section 53022 (a), “High-priority local educational agency” means a local educational agency that meets any of the following criteria:

- (1) Fifty percent or more of the enrolled pupils at the local educational agency are unduplicated pupils, as defined in Section 42238.02.
- (2) The local educational agency has a higher than state average dropout rate.
- (3) The local educational agency has a higher than state average rate of suspension and a higher than state average rate of expulsion.

---

<sup>1</sup> Golden State Pathways Program Framework, California Department of Education, 2022, 2.

- (4) The local educational agency has higher than state average rates of child homelessness, foster youth, or justice-involved youth.
- (5) The local educational agency has a lower than state average rate of pupils completing all of the A–G courses required to be eligible for admission to the University of California or the California State University.

According to *EC* Section 53025 (f), In awarding grants pursuant to this chapter, the Superintendent shall prioritize applications submitted by a high- priority local educational agency that seeks to establish pathways programs in the following areas:

- (1) Education, including early education and child development.
- (2) Computer science.
- (3) Health care.
- (4) Science, technology, engineering, and mathematics pathways that also focus on climate resilience.

Three different funding opportunities are available to applicants through the GSPP:

1. Consortium grants are for Lead Applicants (any LEA with a County/District/School identification code) and two or more program partners that want to develop, support, and establish career program opportunities or pathways. These program partners should consider applying for a consortium grant.
2. Planning Grants are for LEAs that want to develop and establish a career focus program or pathway. Eligibility for a GSPP Planning Grant requires submitting a separate Planning and Implementation Grant application.
3. Implementation Grants are for LEAs that have existing career focus programs, courses, or pathways that have been integrated that want to expand, enhance, or continue these programs. Eligibility for a GSPP Implementation Grant requires submitting a separate Planning and Implementation Grant application.

Grant funding for a consortium will be calculated as a single applicant inclusive of members as indicated in Appendix K: GSPP Consortium Participating Agencies Form. Each member of the consortium must adhere to the GSPP expected outcomes.

## Program Timeline

Date	Activity
January 30, 2024	RFA Release Date
February 13, 2024	RFA Technical Assistance Webinar
March 19, 2024	All applications must be <b>received</b> by the CDE
April 9, 2024	Grants Announced
April 23, 2024	Appeals must be <b>received</b> by the CDE

## Eligibility Criteria

### California *Education Code* Section 53023

Statute requires the Department to administer the GSPP as a competitive grant program. LEAs can be in partnership for the consortium grants.

LEAs are defined as a school district, charter school, county office of education (COE), or regional occupational center or program operated by a joint powers authority or county office of education. To be eligible for participation in a GSPP Consortium, LEAs must provide a CDE-assigned County/District/School (CDS) identification code and must be classified as an active LEA by the CDE. When establishing GSPP Consortia, LEAs are encouraged to collaborate with institutions of higher education to develop, or expand the availability of, innovative college and career pathways. Community college districts may partner with local educational agencies to submit applications to receive funding under this program to support the offering of a Golden State Pathways Program.

LEAs choosing to form a consortium are required to submit a single application for the consortium. Consortium applicants must designate a single school district, charter school, or County Office of Education as the lead agency in Appendix D: GSPP Consortium Application Signature Form. The lead agency must be a grant eligible LEA and a member of the applying consortium.

The lead LEA must submit Letters of Commitment (LOC) or Memorandums of Understanding (MOU) from all participating LEAs in the consortium. Individual schools are not eligible to apply for the consortium grant.

To be eligible to receive a grant award, all members of the consortium shall commit to providing participating pupils with the expected outcomes identified in Appendix E: GSPP Consortium Grant Application Narrative.

Lead Applicants who submit a consortium application are responsible for programmatic and fiscal oversight of the consortium, including data management and reporting.

## Funding

Grant Period: April 2, 2024, through June 30, 2028

Funding Amount: Up to \$500,000 per consortium member with a maximum of \$4 million per consortium.

According to *EC 53025 (c)*, in determining the grant amounts for an implementation grant and for a consortium development and planning grant, the Superintendent, in consultation with the executive director of the state board, shall consider all of the following:

- The number of pupils enrolled by the applicant.
- The number of pathways programs proposed to be established or expanded by the applicant and the number of school sites that would participate in the pathways program.
- The estimated number of pupils that would be enrolled in the applicant's pathways programs.
- The number of entities collaborating with the applicant to achieve the goal outlined in subdivision (a) of Section 53021.

For the CDE to determine grant amounts, provide the above information in Appendix C: Local Education Agency Data Report. See Appendix C for details.

Failure of an individual consortium member to meet the requirements of the grant application will constitute a failure of all members of the consortium to meet the application's requirements and may result in the rejection of the application, a delay in notification of funding, or a cancellation of grant allocations. The lead agency will be responsible for all grant program fiscal and program reporting for the consortium.

Indirect costs may be claimed by the consortium lead only and are limited to that lead agency's CDE-approved Indirect Cost Rate (ICR) as found on the CDE ICR web page at <https://www.cde.ca.gov/fg/ac/ic/>.

### Golden State Pathways Program Expenditure Guidelines

Golden State Pathways Program (GSPP) grant funds must only be spent to develop, expand, or improve high-quality college and career pathway opportunities. GSPP funds must be used in accordance with California *Education Code (EC)* sections 53020–53025. GSPP funds shall not supplant other funds expended for educational services and activities.

**GSPP Allowable Expenditures:** Allowable items may include, but are not limited to, those listed below:

## Golden State Pathways Program – Allowable Costs

General Items	Allowable Status
Facility Costs: Modification, maintenance, and repair costs of facilities if directly related to GSPP college and career pathways and with CDE approval (i.e., modifying an automotive repair facility to include electric vehicle repair capabilities). Facility projects must be completed within the grant term.	Allowable with CDE Approval
Field trips/student travel must be tied to college and career pathway activities. (Lodging, food, or individual transportation is non-allowable expenditure for students).	Allowable
Food/drink purchases at meetings/conferences NOT hosted by grantee.	Allowable
Furniture – Not used in a typical classroom (i.e., specialized cabinets to store pathway specific equipment)	Allowable
Instructional supplies, equipment, and materials directly related to the GSPP, such as books and classroom technology.	Allowable
Substitute costs for staff to attend conferences/workshops, field trips, professional development, or release days for program and/or curriculum development.	Allowable
Travel and lodging for staff to participate in GSPP related activities (Out-of-state is an allowable expenditure)	Allowable
Uniforms/clothing considered part of a required uniform are allowable at a reasonable cost. These items may not be kept by the students. (T-shirts are not allowed).	Allowable

Guidance and Advisement	Allowable Status
Career guidance and counseling, such as: salary for additional counseling personnel to provide a comprehensive career guidance and counseling program and further pupil support services for GSPP career, academic, and social and emotional needs.	Allowable
Marketing, recruitment, and outreach activities (newspapers, radio/TV, magazines, social media) that is directed toward all GSPP college and career pathways.	Allowable

## Golden State Pathways Program – Allowable Costs

Programs	Allowable Status
CTSO related costs (instructional materials): advisor expenses (transportation and registration), student transportation and registration to state and national CTSO leadership conferences (offer to all CTSO students)	Allowable
Electronic Instructional Materials - Subscription-based fees that supplement the GSPP	Allowable
Equipment (single items greater than \$5,000 and with a useful life of at least one year) – Prior approval needed	Allowable with CDE Approval
Rental/lease costs of equipment directly related to GSPP	Allowable
Software – directly related to college and career pathways	Allowable
Technical skills assessments (industry-recognized certification exams/assessments) (offer to all students, not individual)	Allowable

**GSPP Unallowable expenditures:** Unallowable items may include, but are not limited to, those listed below:

Golden State Pathways Program – Unallowable Expenditures	Unallowable Status
Construction of facilities. Construction costs and materials for a new permanent structure (e.g., additional building). (See allowable expenditures for modification of facility guidelines.)	Unallowable
Dues/memberships for staff to professional organizations or societies	Unallowable
Entertainment activities or events costs such as: meals, banquets, transportation, gratuities, and lodging.	Unallowable
Furniture - typical classroom (chairs, desks, bookcases, etc. typical to a traditional classroom setup.)	Unallowable
Gift of public funds: Any item which becomes the individual property of a student or staff	Unallowable
Items retained by students (supplies, clothing/uniform, tools, PDAs, calculators)	Unallowable

<b>Golden State Pathways Program – Unallowable Expenditures</b>	<b>Unallowable Status</b>
Lodging, food, or individual transportation for students	Unallowable
Monetary awards	Unallowable
Promotional items, such as T-shirts, pens, cups, key chains, etc.	Unallowable
Purchase or lease of buildings, or construction of new buildings/facilities, which are NOT part of the GSPP college and career pathways.	Unallowable
Purchase or lease of passenger vehicles (that are NOT part of the college and career pathways).	Unallowable
Remedial courses (courses designed to provide instruction in reading, writing, and mathematics for students who have not acquired the basic skills necessary to succeed in general or career education)	Unallowable
Paying for student internships	Unallowable
Supplant existing funding or efforts, including costs otherwise necessary to operate a school or program without this grant.	Unallowable
Travel out-of-country. (Travel out-of-state is allowable for GSPP college and career pathways)	Unallowable
Travel unrelated to GSPP college and career pathways	Unallowable

If you have questions regarding any of the allowable/unallowable items listed, please contact the GSPP team by email at [gspp@cde.ca.gov](mailto:gspp@cde.ca.gov).

**Grant Application**

The GSPP framework provides the guidance necessary for the creation of sustainable pathways that will prepare students for their future in postsecondary education or a high-skilled and high-wage occupation.

For each expected outcome found in Appendix E: GSPP Consortium Grant Application Narrative, Lead Applicants will compile narrative responses from each consortium member and provide a single detailed work plan and timeline outlining proposed activities of consortium members.

In addition, Lead Applicants are required to compile budgets from all consortium members as well as develop and submit a detailed consortium budget and budget narrative as outlined in Appendix F: GSPP Consortium Grant Budget and Budget Narrative.

Consortium Budget narratives should identify projected costs, directly link to expected outcomes, and provide details of all proposed expenditures.

Lead Applicants must submit compiled MOUs and/or LOCs, compiled narrative responses, and compiled budgets from each consortium member as single PDF attachments.

Consortium applications will be assessed based on the Lead Applicant's responses to questions in Appendix E: GSPP Consortium Grant Application Narrative, Appendix F: GSPP Consortium Grant Budget and Budget Narrative.

While all members must submit individual narrative responses and budgets, only the Lead Applicant's responses will be scored.

GSPP Regional Technical Assistance Centers (RTAC) are available to provide prospective applicants and grantees with feedback regarding the development of their application, implementation, and continuous improvement of their GSPP.

### **Instructions for Submitting the GSPP Consortium Grant Application**

All Lead Applicants must complete the full GSPP Grant application for funding. Information and links to the GSPP Grant RFA can be found on the CDE Available Funding web page located at <http://www.cde.ca.gov/fg/fo/af/>. The costs of preparing and delivering an application are the sole responsibility of the applicant.

Email a digital copy of a signed application to [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov) on or before **March 19, 2024**. A complete application consists of the following components. No more than eight attachments will be accepted. Each attachment must be clearly named according to the specifications below:

1. GSPP Consortium Application Signature Form (Appendix D) **saved as a single PDF file.**
2. GSPP Consortium Grant Application Narrative (Appendix E)
3. Resume and/or job descriptions of current or future staff **saved as a single PDF file.**
4. GSPP Consortium Grant Budget & Budget Narrative (Appendix F)
5. GSPP Consortium Participating Agencies (Appendix K)
6. Partner Agreements - MOUs or LOCs from all participating Consortium members **saved as a single PDF file.**
7. Compiled Application Narratives and Budgets (appendices E and F) completed by each consortium member and **saved as a single PDF file.**
8. GSPP Local Education Agency Data Report (Appendix C)

## **Reading and Scoring**

Each consortium application will be reviewed for the required elements that align and support the full implementation of the proposed plan. Reviewers will examine Lead Applicant's responses with respect to each of the GSPP Grant plan elements. Lead Applicant responses should reflect the needs of the consortium members.

Each section of the core application narrative will be evaluated and assigned a score using Appendix G: GSPP Consortium Grant Scoring Rubric, which summarizes the required components of the GSPP grant work plan including narrative responses and aligned budget.

## **Appeals**

Appeals shall be limited to the grounds that the CDE failed to correctly apply the standards for reviewing the application as specified in this RFA. The appellant must file a full and complete written appeal, including the issue(s) in dispute, the legal authority or other basis for the appeal position, and the remedy sought. The CDE will not consider incomplete or late appeals. The appellant may not supply any new information that was not contained in the original application. The Division Director of the Career and College Transition Division will make the final decision in writing within three weeks of the date that appeals are due to CDE. That decision shall be the final administrative action afforded the appeal. All appeal decisions will be made prior to the final approval of the grants.

Applicants who wish to appeal a grant award decision must email a letter of appeal to [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov), addressed to Pete Callas, Division Director:

GSPP Grant Appeals  
Pete Callas, Division Director  
Career and College Transition Division  
California Department of Education

The CDE must receive a digital copy of the signed letter of appeal from an authorized applicant no later than ten (10) business days after the day of the grant announcement. Faxed letters will not be accepted.

**Program Appendices:**

Appendix A: GSPP Budget Categories and Descriptions

Appendix B: GSPP Program Requirements and Legislation

Appendix C: GSPP Local Education Agency Data Report

Appendix D: GSPP Consortium Application Signature Form

Appendix E: GSPP Consortium Grant Application Narrative

Appendix F: GSPP Consortium Grant Budget & Budget Narrative

Appendix G: GSPP Consortium Grant Scoring Rubric

Appendix H: GSPP Consortium Grant Application Checklist

Appendix I: GSPP Framework

Appendix J: GSPP Expenditure Guidelines

Appendix K: GSPP Consortium Participating Agencies

Posted by the California Department of Education – January 2024

## APPENDIX E: EastBay GSP Consortium Fiscal Timeline (MOU)

**2024–29 Golden State Pathways Program  
Consortium Grant Fiscal Timeline**

Grant Period: July 1, 2025, to June 30, 2029

Email all documents to [Rebecca.Lacocque@ousd.org](mailto:Rebecca.Lacocque@ousd.org)

The timeline regarding the grant period and grant award notices have been updated from the Golden State Pathways Program (GSPP) request for applications (RFA). Oakland Unified School District is the fiscal and program lead for the East Bay Golden State Pathways Consortium and is responsible for timely submission of all required documents to the CDE.

GSPP grant funds must only be spent to develop, expand, or improve high-quality college and career pathway opportunities. GSPP funds must be used in accordance with California *Education Code (EC)* sections 53020–53025. GSPP funds shall not supplant other funds expended for educational services and activities.

<b>Month</b>	<b>Timeline</b>
<b>February - March 2025</b>	<b>Memorandum of Understanding (MOU) is emailed to the local educational agency's (LEA) consortium lead(s).</b> By signing the MOU, your LEA is voluntarily agreeing to conduct business with Oakland Unified School District. Sign the document and email it back to OUSD within 60 days of receipt of the MOU.
<b>February 17, 2025</b>	<b>Budget Revision, Capital Outlay (if applicable), and Consortium Contacts</b> due to OUSD.
<b>July 15, 2025–29</b>	<b>Year End Expenditure Report:</b> Complete, digitally sign, and email the year end expenditure report to OUSD.
<b>August 1, 2026-29</b>	<b>Budget Revision and Capital Outlay (if applicable), and Consortium Contacts</b> due to OUSD.
<b>October 31, January 31, April 30, July 5, 2026-29</b>	<b>Quarterly Invoice with Expenditure Report and Required Documentation:</b> Optional for Q1-3, Required for Q4. Submit to OUSD for reimbursement.
<b>April 15, 2026–29</b>	Grant recipients shall annually collect and submit data, disaggregated by pupil subgroup, on the outcome measures identified in the California <i>EC</i> Section 53024 (c). The report is due to OUSD on April 15, 2026, and then annually to April 15, 2029.
<b>May 31, 2029</b>	<b>End of Consortium Grant Submissions:</b> Each consortium grant member will be required to submit an End of Project Report.
<b>June 30, 2029</b>	<b>Consortium Grant Ends:</b> All funds must be expended by June 30, 2029.

All dates are subject to change, pending updates from the CDE to OUSD.

## APPENDIX F: GSPP Legislative Language (Ed Code)


[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)

 Code: 

 Section: 


[Up^](#)   [Add To My Favorites](#)

### EDUCATION CODE - EDC

**TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001]** ( Title 2 enacted by Stats. 1976, Ch. 1010. )

**DIVISION 4. INSTRUCTION AND SERVICES [46000 - 65001]** ( Division 4 enacted by Stats. 1976, Ch. 1010. )

**PART 28. GENERAL INSTRUCTIONAL PROGRAMS [51000 - 53303]** ( Part 28 enacted by Stats. 1976, Ch. 1010. )

**CHAPTER 16.1. Golden State Pathways Program [53020 - 53025]** ( Chapter 16.1 added by Stats. 2022, Ch. 52, Sec. 88. )

**53020.** This chapter shall be known, and may be cited, as the Golden State Pathways Program Act.

(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)

**53021.** The Golden State Pathways Program is hereby established to do all of the following:

- (a) Promote pathways in high-wage, high-skill, high-growth areas, including, but not limited to, technology, health care, education, including early education and child development, and climate-related fields that allow pupils to advance seamlessly from high school to college and career and, provide the workforce needed for economic growth.
- (b) Encourage collaboration between local educational agencies, institutions of higher education, local and regional employers, and other relevant community interest holders to develop, or expand the availability of, innovative college and career pathways that simultaneously align with a local educational agency's local or regional labor market needs.
- (c) Enable more pupils to access postsecondary education opportunities and workforce training opportunities, or to obtain gainful employment in an industry that simultaneously aligns with local, regional, or state labor market needs.
- (d) Support the continued development of a skilled and educated workforce, with an emphasis on addressing areas of acute statewide need, such as developing a diverse workforce to meet the need for professional and learning support positions in childcare settings, preschools, and schools maintaining prekindergarten, kindergarten, or any of grades 1 to 12, inclusive.

(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)

**53022.** For purposes of this chapter, the following definitions apply:

(a) "High-priority local educational agency" means a local educational agency that meets any of the following criteria:

- (1) Fifty percent or more of the enrolled pupils at the local educational agency are unduplicated pupils, as defined in Section 42238.02.
- (2) The local educational agency has a higher than state average dropout rate.
- (3) The local educational agency has a higher than state average rate of suspension and a higher than state average rate of expulsion.
- (4) The local educational agency has higher than state average rates of child homelessness, foster youth, or justice-involved youth.
- (5) The local educational agency has a lower than state average rate of pupils completing all of the A–G courses required to be eligible for admission to the University of California or the California State University.

(b) "Local educational agency" means a school district, charter school, county office of education, or regional occupational center or program operated by a joint powers authority or county office of education.

(c) "Region" means the regional planning unit as defined by California's Unified Strategic Workforce Development Plan, developed by the California Workforce Development Board, pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).

*(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)*

**53023.** Contingent upon appropriation by the Legislature in the annual Budget Act or other statute, the department shall administer the Golden State Pathways Program as a competitive grant program. In order to be eligible to receive a grant award, grant recipients shall do the following, as applicable:

(a) Commit to providing participating pupils with all of the following:

(1) An integrated program of study that includes all of the courses to meet the A-G course requirements needed to be eligible for admission to the University of California or the California State University and at least one of the other criteria to be considered prepared for the purposes of meeting academic and career-readiness standards as defined in the College/Career Indicator associated with the California School Dashboard maintained by the department pursuant to Section 52064.5. Local educational agencies are encouraged to integrate career pathways content and applications into A-G courses. Local educational agencies may also provide or expand access to courses that satisfy A-G course requirements through existing programs such as:

(A) UC Scout, which is a University of California Student Academic Preparation and Educational Partnerships (SAPEP) program that develops and delivers A-G approved online classes and curriculum to pupils.

(B) University of California and California State University extended learning programs that offer college preparatory courses that fulfill the A-G subject requirements for admission to the University of California and the California State University.

(2) The opportunity to earn at least 12 postsecondary credits that are applicable toward the completion of a degree, certificate, or credential through any of the following:

(A) (i) Consistent with the requirements of Section 76004, College and Career Access Pathways dual enrollment courses.

(ii) To meet the requirements of clause (i), grant recipients are expected to establish, expand, or maintain a College and Career Access Pathways partnership agreement with their local community college district consistent with the requirements of Section 76004.

(B) Advanced Placement courses.

(C) International Baccalaureate courses.

(3) Opportunities to participate in work-based learning experiences in partnership with regional businesses and industries, state and local governmental entities, and nonprofit and community-based organizations that do all of the following:

(A) Integrate career awareness and career exposure activities.

(B) Emphasize opportunities to pupils in paid internships, preapprenticeships, or apprenticeships that offer pupils the ability to learn technical and professional skills.

(C) Emphasize opportunities for pupils to develop social and professional networks that will better enable them to launch their careers.

(4) Integrated support services necessary to address a pupil's social, emotional, and academic needs.

(b) Develop and integrate standards-based academics with a career-relevant, sequenced curriculum following industry-themed pathways that are aligned to high-skill, high-wage, or high-demand jobs in their regional economy or the state economy.

(c) Provide articulated pathways from high school to postsecondary education and training that are aligned with the workforce development needs of their regional economy.

(d) Collaborate with other local educational agencies, institutions of higher education, local and regional employers, and other relevant community interest holders to develop, or expand the availability of, innovative college and career pathways that align with their regional labor market needs.

(e) Leverage available resources or in-kind contributions from public, private, and philanthropic sources to sustain the ongoing operation of their Golden State Pathways Program.

*(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)*

**53023.5.** Community college districts may partner with local educational agencies to submit applications to receive funding under this program to support the offering of a Golden State Pathways Program.

*(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)*

**53024.** (a) As a condition of receiving a Golden State Pathways Program grant, a recipient shall:

(1) Not use Golden State Pathways Program grant funds to supplant state, federal, or any other public or private sources of funding that is otherwise, or would otherwise be, used to support the activities required of a Golden State Pathways Program grant recipient.

(2) Identify and set aside funding within its own budget or obtain funding commitments from program partners to fully sustain the ongoing operation of their Golden State Pathways Program and how other programs would be supported or integrated with, or that have been aligned with, a local educational agency's Golden State Pathways Program.

(b) A grant recipient subject to the requirements of Sections 52060 and 52061, Sections 52066 and 52067, or Section 47606.5, as applicable, shall ensure that the activities supported by a Golden State Pathways Program grant are in alignment with the priorities and activities of the grant recipient's local control and accountability plan.

(c) (1) A grant recipient shall annually collect and submit data, disaggregated by pupil subgroup, on outcome measures to the department, which shall include, but are not limited to, the quality indicators described in the California State Plan for Career Technical Education required by the federal Strengthening Career and Technical Education for the 21st Century Act (Perkins V), and all of the following as applicable:

(A) Pupil academic performance indicators, including information disaggregated by pupil subgroups.

(B) The number and rate of school or program graduates by pupil subgroups.

(C) The rate of pupils completing the courses to meet the A–G course requirements needed to be eligible for admission to the University of California or the California State University at the participating schoolsite, disaggregated by pupils participating in a pathways program pursuant to this chapter and pupils not participating in a pathways program pursuant to this chapter.

(D) The number of postsecondary credits earned, internships and apprenticeships completed, and career technical education courses completed.

(E) Attainment of certificates, credentials, and degrees.

(F) Postsecondary enrollment, or pupils who meet the requirements to be considered a pupil who successfully transferred to a four-year university for purposes of Section 84750.4.

(G) Transitions to employment, apprenticeships, or job training in the industry sector educational pathway program offered by the participating local educational agency.

(H) The number of pupils completing career technical education coursework and the number of pupils completing a career technical education pathway consisting of a sequence of two or more career technical education courses in the same career technical education subject matter discipline.

(2) To the extent feasible, it is the intent of the Legislature that upon the implementation of the California Cradle-to-Career Data System established in Section 10860, the data required pursuant to paragraph (1) shall be integrated within the California Cradle-to-Career Data System.

(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)

**53025.** (a) The Superintendent, in consultation with the executive director of the state board, shall award grants on a competitive basis to grant recipients for the following:

(1) Consortium development and planning grants to support collaborative planning between a grant recipient and their program partners in the development of high-quality college and career pathways opportunities that are consistent with the requirements of this chapter. Of the amounts appropriated to support the Golden State Pathways Program, the Superintendent may use up to 10 percent of the funds for consortium development and planning grants.

(2) Implementation grants to support a grant recipient's ability to offer participating pupils high-quality college and career pathways opportunities consistent with the requirements of this chapter. Of the amounts appropriated to support the Golden State Pathways Program, the Superintendent shall use not less than 85 percent of the funds for implementation grants.

(b) (1) Of the amounts appropriated to support the Golden State Pathways Program, the Superintendent may use up to 5 percent of the appropriation to contract, in consultation with the executive director of the state board, with up to 10 local educational agencies for the provision of technical assistance to local educational agencies, applicants, and grant recipients that is aligned to technical assistance provided for other College and career readiness initiatives, including, but not limited to, those established pursuant to this chapter and the California Career Technical Education Incentive Grant Program pursuant to Chapter 16.5 (commencing with Section 53070). Of these technical assistance grantees, one local educational agency with demonstrated expertise in the design and implementation of college and career pathways will act as the lead technical assistance grantee and work with the department to provide leadership and direction for the other technical assistance grantees, who will provide technical assistance to different regions in the state.

(2) To be eligible for the contract pursuant to paragraph (1), the local educational agency shall commit to all of the following:

(A) Assisting local educational agencies in the continuous improvement of their Golden State Pathways Programs.

(B) Leveraging evidence-based program frameworks, such as linked learning framework and quality standards, to provide assistance to grantees.

(C) Providing prospective applicants and grantees with feedback regarding the development of their planned application, implementation, and continuous improvement of their Golden State Pathways Program and other career technical education programs, courses, and pathways that have been integrated with, or that have been aligned with, a local educational agency's Golden State Pathways Program.

(D) Creating a community of practice network that enables grantees to share best practices with other grantees and other interested local educational agencies.

(E) Assisting grant recipients with the collection and reporting of required data pursuant to this chapter.

(3) It is the intent of the Legislature that the Superintendent identify and contract with a local educational agency to provide technical assistance consistent with the requirements of paragraph (2) not less than three months prior to grant applications being due to the Superintendent.

(4) The Superintendent, in consultation with the executive director of the state board, shall contract with an independent entity to evaluate the program's effectiveness in meeting the goals described in Section 53021. This evaluation shall be completed no sooner than June 30, 2027, and no later than June 30, 2028.

(5) Any funds used by the Superintendent for purposes of paragraph (1) shall be available for encumbrance and expenditure for five fiscal years.

(c) In determining the grant amounts for an implementation grant and for a consortium development and planning grant, the Superintendent, in consultation with the executive director of the state board, shall consider all of the following:

(1) The number of pupils enrolled by the applicant.

(2) The number of pathways programs proposed to be established or expanded by the applicant and the number of schoolsites that would participate in the pathways program.

(3) The estimated number of pupils that would be enrolled in the applicant's pathways programs.

(4) The number of entities collaborating with the applicant to achieve the goal outlined in subdivision (a) of Section 53021.

(d) An applicant seeking a grant under this chapter shall submit an application to the Superintendent at a time, in a manner, and with any appropriate information, as the Superintendent may reasonably require. Each grant application submitted shall include all of the following:

(1) A description and documentation of how the applicant will collaborate with their local or regional interest holders to develop or offer high-quality college and career pathways opportunities consistent with the requirements of this chapter.

(2) A description of all of the educational, career, or support services to be provided at the schoolsite, a partnering college or university site, virtually, or at the locations where eligible work-based learning would occur.

(3) A description regarding how the applicant's Golden State Pathways Program would support the needs of the applicant's underrepresented pupils.

(4) A description of all direct and indirect resources, and partner entities that will support the applicant's development or implementation of high-quality college and career pathways opportunities consistent with the requirements of this chapter.

(5) A description of the applicant's current and future efforts to sustain the ongoing operation of their Golden State Pathways Program beyond the life of their grant. Additionally, if applicants participate in the California Career Technical Education Incentive Grant Program established pursuant to Section 53070, the K-12 component of the Strong Workforce Program, or any other state college and career programs, they are encouraged to describe how they will create cohesion between those programs and college and career pathways developed or offered under the Golden State Pathways Program.

(6) Provisions for data collection and recordkeeping necessary to comply with the requirements of subdivision (c) of Section 53024 and to verify that the grant funds were expended to develop or implement high-quality college and career pathways opportunities consistent with the requirements of this chapter.

(e) (1) An applicant seeking a grant under this chapter may request both a planning and implementation grant.

(2) An applicant that is seeking both a planning and implementation grant shall submit, and receive approval of, a supplemental report to the Superintendent detailing the implementation plan developed using the resources received from their planning grant, before expending their implementation grant resources.

(f) In awarding grants pursuant to this chapter, the Superintendent shall prioritize applications submitted by a high-priority local educational agency that seeks to establish pathways programs in the following areas:

(1) Education, including early education and child development.

(2) Computer science.

(3) Health care.

(4) Science, technology, engineering, and mathematics pathways that also focus on climate resilience.

*(Added by Stats. 2022, Ch. 52, Sec. 88. (AB 181) Effective June 30, 2022.)*

**APPENDIX G: AGREEMENTS WITH OTHER GOVERNMENTAL  
ENTITIES AND THEIR AUXILIARIES (SUBCONTRACTING)**

**APPENDIX G: AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES  
AND THEIR AUXILIARIES (SUBCONTRACTING)**

The following information is taken directly from the State Contracting Manual, Chapter 3, Section 3.06.

- A. Government entities/auxiliaries exempt from competitive bidding: Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
  - 1. A governmental agency from California or any state (PCC § 10340) or a state college or state university from California or any state
  - 2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
  - 3. An auxiliary organization of the CSU, or a California community college
  - 4. The Federal Government
  - 5. A foundation organized to support the Board of Governors of the California Community Colleges, or
  - 6. An auxiliary organization of the Student Aid Commission established under Education Code §69522.
  
- B. Administrative overhead fees: Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
  
- C. No subcontracting to circumvent competitive bidding: Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements, with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
  
- D. Subcontracting without limitation: Services may be subcontracted without restriction only when:
  - 1. The primary agreement is a subvention agreement, or
  - 2. The total of all subcontracts does not exceed \$50,000 or 25 percent of the total contract, whichever is less, and

that subcontracting is not done for the purpose of circumventing competitive bidding requirements.

3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.

- E. Subcontracting subject to conditions: If the total of all subcontracts exceeds \$50,000 or 25 percent of the total contract, whichever is less, then subcontracting shall be permissible only if the subcontract:

1. Meets one of the categories in D, above, or
2. Prior written approval from DGS/OLS has been received, or
3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements.

Appendix H: Golden State Pathways Program Expenditure Guidelines

## Appendix H: Golden State Pathways Program Expenditure Guidelines

Golden State Pathways Program (GSPP) grant funds must only be spent to develop, expand, or improve high-quality college and career pathway opportunities. GSPP funds must be used in accordance with California *Education Code (EC)* sections 53020–53025. GSPP funds shall not supplant other funds expended for educational services and activities.

**GSPP Allowable Expenditures:** Allowable items may include, but are not limited to, those listed below:

### Golden State Pathways Program – Allowable Costs

General Items Description	Allowable Status
Facility Costs: Modification, maintenance, and repair costs of facilities if directly related to GSPP college and career pathways and with CDE approval (i.e., modifying an automotive repair facility to include electric vehicle repair capabilities). Facility projects must be completed within the grant term.	Allowable with CDE Approval
Field trips/student travel must be tied to college and career pathway activities. (Lodging, food, or individual transportation is non-allowable expenditure for students).	Allowable
Food/drink purchases at meetings/conferences NOT hosted by grantee.	Allowable
Furniture – Not used in a typical classroom (i.e., specialized cabinets to store pathway specific equipment)	Allowable
Instructional supplies, equipment, and materials directly related to the GSPP, such as books and classroom technology.	Allowable
Substitute costs for staff to attend conferences/workshops, field trips, professional development, or release days for program and/or curriculum development.	Allowable
Travel and lodging for staff to participate in GSPP related activities (Out-of-state is an allowable expenditure)	Allowable
Uniforms/clothing considered part of a required uniform are allowable at a reasonable cost. These items may not be kept by the students. (T-shirts are not allowed).	Allowable

<b>Guidance and Advisement</b>	<b>Allowable Status</b>
Career guidance and counseling, such as: salary for additional counseling personnel to provide a comprehensive career guidance and counseling program and further pupil support services for GSPP career, academic, and social and emotional needs.	Allowable
Marketing, recruitment, and outreach activities (newspapers, radio/TV, magazines, social media) that is directed toward all GSPP college and career pathways.	Allowable

<b>Programs</b>	<b>Allowable Status</b>
Career Technical Student Organization (CTSO) related costs (instructional materials): advisor expenses (transportation and registration), student transportation and registration to state and national CTSO leadership conferences (offer to all CTSO students)	Allowable
Electronic Instructional Materials - Subscription-based fees that supplement the GSPP	Allowable
Equipment (single items greater than \$5,000 and with a useful life of at least one year) – Prior approval needed	Allowable with CDE Approval
Rental/lease costs of equipment directly related to GSPP	Allowable
Software – directly related to college and career pathways	Allowable
Technical skills assessments (industry-recognized certification exams/assessments) (offer to all students, not individual)	Allowable

If you have questions regarding any of the allowable/unallowable items listed, please contact the GSPP team by email at [GSPP@cde.ca.gov](mailto:GSPP@cde.ca.gov)

**GSPP Unallowable expenditures:** Unallowable items may include, but are not limited to, those listed below:

Golden State Pathways Program – Unallowable Expenditures	Unallowable Status
Construction of facilities. Construction costs and materials for a new permanent structure (e.g., additional building). (See allowable expenditures for modification of facility guidelines.)	Unallowable
Dues/memberships for staff to professional organizations or societies	Unallowable
Entertainment activities or events costs such as: meals, banquets, transportation, gratuities, and lodging.	Unallowable
Furniture - typical classroom (chairs, desks, bookcases, etc. typical to a traditional classroom setup.)	Unallowable
Gift of public funds: Any item which becomes the individual property of a student or staff	Unallowable
Items retained by students (supplies, clothing/uniform, tools, PDAs, calculators)	Unallowable
Lodging, food, or individual transportation for students	Unallowable
Monetary awards	Unallowable
Promotional items, such as T-shirts, pens, cups, key chains, etc.	Unallowable
Purchase or lease of buildings, or construction of new buildings/facilities, which are NOT part of the GSPP college and career pathways.	Unallowable
Purchase or lease of passenger vehicles (that are NOT part of the college and career pathways).	Unallowable
Remedial courses (courses designed to provide instruction in reading, writing, and mathematics for students who have not acquired the basic skills necessary to succeed in general or career education)	Unallowable
Paying for student internships	Unallowable
Supplant existing funding or efforts, including costs otherwise necessary to operate a school or program without this grant.	Unallowable
Travel out-of-country. (Travel out-of-state is allowable for GSPP college and career pathways)	Unallowable
Travel unrelated to GSPP college and career pathways	Unallowable

Posted by: California Department of Education January 2024

## APPENDIX I: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

## **APPENDIX I: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES**

PARTNER shall comply with General Assurances 2023-24, California Department of Education, to the extent applicable.

### Assurances relevant to the Career Pathways Trust:

- o Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- o Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- o Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- o Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- o Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300,303; and Section 504 of the Rehabilitation Act of 1973)
- o All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- o The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR TS*, §4202)
- o The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- o The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR TS*, §4600 et seq.)
- o The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 8
- o The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR*

Part 85)

o The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))

o Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.

o The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))

o The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

o When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))

o The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.

o The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)

o The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

o The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov. C §§11135-11138; 42 USC §2000d; *CCR* TS, §3934)

o School site councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)

o The LEA administers all funds and property related to programs funded

through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))

o Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(1), 52035(e)(1), 54101; *CCR* T5, §§3944, 3946)

o Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)

o At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller- Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))

o State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
- Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
- Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 34 CFR 82 - Restrictions on Lobbying
- 34 CFR 85 - Government-wide Debarment and Suspension (Non-procurement)
- 34 CFR 86 - Drug and Alcohol Abuse Prevention
- CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
- California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
- CA Education Code Section 45125.1 - Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Public Contract Code Sections 10410 and 10411 - Conflict of interest with current and former state employees
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.

APPENDIX J1: STATE "CONTRACT CERTIFICATION CLASSES"

**APPENDIX J1: STATE “CONTRACTOR CERTIFICATION CLAUSES”**

(California Form: CCC-307)

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs;and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of

the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**1. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**2. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**3. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code §10410):**

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**1. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**2. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**3. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**4. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a

- resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**5. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**6. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

**CERTIFICATION**

I, the official named below, certify under penalty of perjury that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed above as Exhibit D1. This certification is made under the laws of the State of California.

Certification

Contractor/Bidder Firm Name (Printed) Peralta Community College District	Federal ID Number 94-1590799
By (Authorized Signature)  <small>Tammeil Gilkseron (Feb 19, 2026 16:54:08 PST)</small>	
Printed Name and Title of Person Signing Dr. Tammeil Gilkseron	
Date Executed 02/19/2026	Executed in the County of Alameda

## APPENDIX J2: CERTIFICATIONS

**APPENDIX J2: CERTIFICATIONS**

State, as a matter of practice, has incorporated contracting requirements set by the federal government for grant applications. To the extent applicable, PARTNER further certifies below.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 34 CFR Part 82, new restrictions on Lobbying, and 34 CFR Part 85, Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Sections 82.10S and 82.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, Disclosure Form to Report Lobbying in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Certification

Contractor/Bidder Firm Name (Printed) Number Peralta Community College District	Federal ID 94-1590799
By (Authorized Signature)  <small>Tammeil Gilkerson (Feb 19, 2026 16:54:08 PST)</small>	
Printed Name and Title of Person Signing Dr. Tammeil Gilkerson, Chancellor	

Date Executed of <b>02/19/2026</b>	Executed in the County Alameda
---------------------------------------	-----------------------------------

**1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or a lower tier covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**Certification**

Contractor/Bidder Firm Name (Printed) Peralta Community College District	Federal ID Number 94-1590799
By (Authorized Signature)  <small>Tammeil Gilkerson (Feb 19, 2026 16:54:08 PST)</small>	
Printed Name and Title of Person Signing Dr. Tammeil Gilkerson, Chancellor	
Date Executed of <b>02/19/2026</b>	Executed in the County Alameda

---

**1. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

1) The danger of drug abuse in the workplace;

2) The grantee's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance programs; and

4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

- Abide by the terms of the statement; and
- Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee whom is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and

including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

2. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

**Certification**

Place of Performance (Street address, city, county, state, zip code)

Street Address	333 E. 8th Street
City, County	Oakland, Alameda
State, Zip Code	California, 94606

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE**  
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**Certification**

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	

Printed Name and Title of Person Signing

Date Executed

Executed in the County of

## APPENDIX K: AUTHORIZED AGENTS

**APPENDIX K: AUTHORIZED AGENTS**

**OUSD'S AUTHORIZED AGENTS**

**Name** \_Rebecca Lacocque\_

**Title** \_Director of College and Career Pathways\_

**Address** \_1101 Union Street / Oakland, CA 94607\_

**Telephone** \_\_510-326-8054\_\_

**Email** \_rebecca.lacocque@ousd.org\_

**PARTNERS' AUTHORIZED AGENT(S)**

**Name** \_Dr. Tammeil Gilkerson\_

**Title** \_Chancellor\_

**Address** \_333 East 8th St Oakland 94606\_

**Telephone** \_510-466-7322\_

**Email** \_Tgilkerson@peralta.edu\_

## APPENDICE: L. NOTICE CONTACTS

APPENDIX L: NOTICE CONTACTS

OUSD'S NOTICE CONTACT

Name	Rebecca Lacoque
Title	Director   Linked Learning
Address	1011 Union Street Oakland CA 94607
Telephone	510-326-8054
Email Address	rebecca.lacocque@ousd.org

PARTNER'S NOTICE CONTACT

Name	Dr. Tina Vasconcellos
Title	Vice Chancellor of Educational Services
Address	333 East 8th St. Oakland CA 94606
Telephone	510-466-7200
Email Address	tvasconcellos@peralta.edu

## **APPENDIX M: CONSORTIUM BUDGET**

**APPENDIX M: CONSORTIUM BUDGET**

	<b>Site Total</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>
<b>OUSD Direct</b>	\$381,956.40	\$95,489.10	\$95,489.10	\$95,489.10	\$95,489.10
<b>Emery</b>	\$354,673.80	\$88,668.45	\$88,668.45	\$88,668.45	\$88,668.45
<b>Peralta</b>	\$354,673.80	\$88,668.45	\$88,668.45	\$88,668.45	\$88,668.45
<b>Subtotal</b>	\$1,091,304	\$272,826	\$272,826	\$272,826	\$272,826
<b>OUSD IC</b>	\$45,471.00	0			
<b>Total Grant</b>	<b>\$1,136,775</b>				

*Consortium Budget is subject to change, pending CDE requirements*

# PS1972\_MOUUSD

Final Audit Report

2026-02-20

Created:	2026-02-19
By:	Neshawn Dixon (nhayes@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_kb1VdeRApjffzZweIBJ0urJYuZXfoB

## "PS1972\_MOUUSD" History

-  Document created by Neshawn Dixon (nhayes@peralta.edu)  
2026-02-19 - 9:35:13 PM GMT
-  Document emailed to Tammeil Gilkerson (tgilkerson@peralta.edu) for signature  
2026-02-19 - 9:42:21 PM GMT
-  Email viewed by Tammeil Gilkerson (tgilkerson@peralta.edu)  
2026-02-20 - 0:48:05 AM GMT
-  Document e-signed by Tammeil Gilkerson (tgilkerson@peralta.edu)  
Signature Date: 2026-02-20 - 0:54:08 AM GMT - Time Source: server
-  Agreement completed.  
2026-02-20 - 0:54:08 AM GMT

