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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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
Leslie Hsu Freeman, Manager, Dual Enrollment

Meeting Date June 24, 2026

Subject Amendment No. 1 - College and Career Access Pathway (CCAP) Partnership Agreement (2023-2026) - Peralta Community College District (PCCD)

Ask of the Board Approval by the Board of Education of Amendment No. 1 to the College and Career Access Pathways (CCAP) Partnership Agreement by and between the District and the Peralta Community College District (PCCD), Oakland, CA, for the latter to provide the College and Career Access Pathway (CCAP), complying with the requirements outlined under AB288, memorializing the collaboration for the CCAP Program, and setting forth the mutual rights and responsibilities and the terms of the relationship of the Parties and the Courses, for District students enrolled in the CCAP at PCCD, extending the term of the Agreement from July 1, 2023 through June 30, 2026 to June 30, 2027.

Background On June 5, 2019, the Board approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between OUSD and the Peralta Community College District on behalf of its four community colleges. The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1, June 16, 2021 by Amendment #2 and on June 29, 2022 by Amendment #3. In June 2023, OUSD and PCCD passed a new CCAP Agreement, for three years, from July 1, 2023 through June 30, 2026. This CCAP Partnership Agreement is set to expire on June 30, 2026. OUSD and PCCD mutually agreed to put forth an Amendment No. 1 to the New CCAP Agreement to extend the term of the Agreement by one (1) additional year, through June 30, 2027. PCCD is bringing this agreement to their Board for approval on June 9, 2026.

Discussion

According to recent research from the Public Policy Institute in California, income gaps are widening in California and educational attainment is a key factor in the widening gap. We know that those with a college degree earn more than twice that of those without a degree and that a college degree leads to higher quality employment, less vulnerability to job insecurity, and greater accumulation of wealth over time.[1] Higher education continues to be one of the greatest tools to address the economic and social inequities in our society. But recent research also shows that enrollment and completion in higher education is declining, "Low-income, Latino, and African American students are less than half as likely to make it from 9th grade to a college degree as their peers."[2]

Dual Enrollment is a tool we can use to continue to address these education and economic disparities. Policymakers in California paved the way for Dual Enrollment through Assembly Bill (AB) 288 which established the College and Career Access Pathways (CCAP) partnership in 2015, and subsequent expansive legislation like AB 30 and AB 102. These policy shifts have enabled high school districts to partner with community college districts to significantly expand access to higher education through transferable and degree applicable college coursework completed at a high school campus during the school day at no cost to the student. Dual Enrollment is now foundational for the California Community College system as stated in their Vision for Success, which aims to increase the numbers of students earning degrees or certificates and transferring to a UC or CSU, and the incoming California Community College Chancellor recently announced that enrolling every 9th grader into a Dual Enrollment class will be one of her priorities.[3]

Since OUSD launched its Dual Enrollment program in Fall 2015, we've seen Dual Enrollment's positive impact on students. Dual Enrollment has provided essential coursework that is otherwise not offered at the high school, access to college level rigor, and UC/CSU transferable or other degree applicable courses that provide students with a head start in college and their career path. Dual Enrollment continues to grow year after year, allowing OUSD to serve the needs of our students and schools who want more electives and essential coursework to build upon Linked Learning Pathways and improve A-G readiness. We see the results as evidenced by data from OUSD's Class of 2022:

[1] https://www.ppic.org/publication/higher-education-and-economic-opportunity-in-california/

[2] https://www.ppic.org/wp-content/uploads/higher-education-and-economic-opportunity-in-california-november-2020.pdf

[3] https://edsource.org/2023/enroll-every-9th-grader-in-a-college-course-says-californias-incoming-community-college-chancellor/691065

- 46% OUSD seniors graduate taking one or more Dual Enrollment courses
- An average of 83% (Fall 2015-present) have passed with a C or higher
- Gains by all target groups: AfAm, Latinx, ELL, SPED, Foster, FRPL, Homeless
- In 2025, 65% of DE takers matriculated to a 2 or 4 year college versus 43% for those who never took a DE course.
- More students earn college credit and pass a DE course than those who take the AP exam: In 2025, 40% (938 seniors) passed DE w/ a C or higher in the past 4 yrs versus 14% (324 seniors) who passed an AP exam with a 3 or higher.

The data shows that Dual Enrollment is working. Dual Enrollment 1.) provides access to college to historically underrepresented students 2.) students have high rates of successful course completion and credits that get them ahead in college, and 3.) is associated with higher rates of postsecondary matriculation. Why are outcomes so strong? In partnership with the Peralta District and its four Colleges, OUSD coordinates nearly every element of the Dual Enrollment college course experience, from the well matched faculty, student supports, affordable course materials, systemized student enrollment, data sharing, and mass transcription of students' grades. Our students' success in Dual Enrollment is by design, because we have strived to curate a supportive college experience where we believe every student can and will succeed.

As we look forward to the next chapter of Oakland Unified School District's Dual Enrollment program, we see our growth edge.

- We want to ensure that we do more to increase access for Black and Latinx students, students with IEPs, Newcomers and other marginalized groups through more targeted and equitable student recruitment, course selection, supports, and partnerships.
- We must make program shifts to ensure that we have put in place every possible mechanism of support to ensure all students succeed and pass their Dual Enrollment course with a C or higher–we know the stakes are too high when a student fails a college course.
- We must partner with Peralta to provide more in-person postsecondary transitions support to ensure that every student who takes a Dual Enrollment course matriculates to postsecondary.
- We strive with our Peralta partners to build sequenced coursework that leads to a high-paying certificate or degree while in high school, and create more ways for us to identify the best matched faculty to teach Dual Enrollment courses, including our own qualified teachers.

We know that our students' success is built on our ability as K–12 and community college systems to work together towards a more equitable and effective system that addresses the educational, socio-emotional, and economic needs of students, and we are committed to actualizing this for our scholars in Oakland through our programming in Dual Enrollment.

Fiscal Impact

The CCAP program permits both PCCD and OUSD to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses and qualify for apportionment, students must meet ADA requirements (be enrolled in OUSD schools for at least 240 instructional minutes, or 180 for alt ed & continuation sites. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials and staffing to successfully support students to complete courses. In some cases, Peralta can leverage funds to support the costs associated with course materials for CCAP courses.

Currently, 15 high schools leverage California's competitive CCAP Grant to support portions of their Dual Enrollment programming. The grant provides up to $100,000 per site and was awarded to Bunche, Castlemont, CCPA, Fremont, Life Academy, Madison Park, McClymonds, MetWest, Oakland High, Oakland International, Oakland Tech, Rudsdale, Skyline, Sojourner Truth, and Young Adult Program. The grant cycle is set to expire in June 2027.

In addition, sites utilize Measure H, Strong Workforce, and Golden State Pathways funding to support various aspects of Dual Enrollment implementation, including books/materials and staffing costs.

Attachment(s)

- Amendment No. 1 – College and Career Access Pathways (CCAP)
- CCAP Agreement, Enactment #23-1211 (6/2023-6/2026)

AMENDMENT NO. 1 TO THE COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT BETWEEN THE PERALTA COMMUNITY COLLEGE DISTRICT AND OAKLAND UNIFIED SCHOOL DISTRICT

This Amendment No. 1 ("Amendment") to the College and Career Access Pathways ("CCAP") Partnership Agreement ("Agreement") is made and entered into by and between the Peralta Community College District ("PCCD") and Oakland Unified School District ("School District") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into the CCAP Partnership Agreement dated as of July 1, 2023 (the "Agreement"), for a term of three (3) years, set to expire on June 30, 2026, unless earlier terminated as provided therein;

WHEREAS, Section 17 of the Agreement authorizes the Parties to modify or amend the Agreement by mutual written agreement executed by both Parties and approved by their respective governing boards;

WHEREAS, the Parties desire to extend the term of the Agreement by one (1) additional year, through June 30, 2027, and to make any conforming changes necessary to effectuate this extension;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Extension of Term. Section 2 of the Agreement ("Board Approvals; Effective Date and Duration") is hereby amended such that the Agreement, as amended, shall continue in full force and effect through **June 30, 2027**, unless earlier terminated in accordance with the terms of the Agreement.

2. Incorporation of Terms. Except as expressly modified by this Amendment, all terms, conditions, rights, and obligations set forth in the Agreement and any prior amendments shall remain in full force and effect. This Amendment shall be deemed incorporated into and made a part of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

3. Board Approval and Filing. This Amendment is subject to approval by the governing boards of both Parties at public meetings, and a fully executed copy shall be filed with the California Community College Chancellor's Office and the California Department of Education in accordance with California Education Code § 76004.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and facsimile copies shall be deemed as originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below.

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Name: Tammeil Y. Gilkeson, Ed.D.
Title: Chancellor (Authorized Agent)
Date: _____

OAKLAND UNIFIED SCHOOL DISTRICT

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

☐ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

By: _____
Name: Denise G. Saddler
Title: Interim Superintendent and Interim Secretary, Board of Education
Date: _____

Approved as to Form by OUSD Legal

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Shalini Anadkat 1/21/2026

Board Office Use: **Legislative File Info.**	
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Enactment Number	23-1211
Enactment Date	6/21/2023 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent
Leslie Hsu Freeman, Manager, Dual Enrollment

Meeting Date June 21, 2023

Subject College and Career Access Pathway (CCAP) Agreement for fiscal years 2023-24 through 2025-26.
Dual Enrollment Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Ask of the Board Approval by the Board of Education of a Partnership Agreement by and between the District and the Peralta Community College District (PCCD), Oakland, CA, for the latter to provide the College and Career Access Pathway (CCAP), for the period of July 1, 2023 through June 30, 2026.

Background On June 5, 2019, the Board approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between OUSD and the Peralta Community College District on behalf of its four community colleges. The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1, June 16, 2021 by Amendment #2 and on June 29, 2022 by Amendment #3. The CCAP Amendment #3 expires on June 30, 2023. OUSD and PCCD mutually agreed to put forth a new agreement, for three years, from July 1, 2023 through June 30, 2026. PCCD is bringing this agreement to their Board for approval on June 27, 2023.

Fiscal Impact The CCAP program permits both PCCD and OUSD to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses and qualify for apportionment, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials and staffing to successfully support students to complete courses. In some cases, Peralta can leverage funds to support the costs associated with course materials for CCAP courses.

In March 2023 OUSD submitted 5 grant applications, as part of California's CCAP competitive grant. We applied on behalf of 5 school sites to be considered recipients of up to $100,000 each in support of deepening student success in Dual Enrollment. Once the Request for Application is released, we also expect to apply for another competitive California grant: Golden State Pathways. California's most recent budget allotted $500M to "promote pathways in high-wage, high-skill, high-growth areas and...allow students to advance seamlessly from high school to college and career and provide the workforce needed for economic growth".

Attachment(s)

- CCAP Agreement, 2023-24 through 2025-26
- Amendment No. 3, Enactment #22-1302
- Amendment No. 2, Enactment #21-1029
- Amendment No. 1, Enactment #20-1134
- Original Agreement, Enactment #19-0916

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT
AND THE
OAKLAND UNIFIED SCHOOL DISTRICT

This College and Career Access Pathways ("CCAP") Partnership Agreement ("Agreement") is between the Peralta Community College District on behalf of its community colleges (together, "PCCD") and Oakland Unified School District ("School District"). This Agreement is dated as of July 1, 2023 (the "Effective Date").

RECITALS

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

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

WHEREAS, California Assembly Bill 288, which was enacted on January 1, 2016, and added to the California Education Code section ("Cal. Educ. Code §") 76004, allows community college districts and high school districts to collaborate "for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness";

WHEREAS, given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, PCCD and School District (collectively, the "Parties") desire to collaborate and provide college credit courses pursuant to Cal. Educ. Code § 76004 ("Courses") to high school students within School District's geographic boundaries to provide pathways from high school to college that increase student persistence and completion rates at both institutions (the "CCAP Program");

WHEREAS, the Parties desire to enter into this Agreement to comply with the requirements outlined under Cal. Educ. Code § 76004, memorialize their collaboration for this CCAP Program, set forth their mutual rights and responsibilities and the terms of their relationship and the Courses;

WHEREAS, Course instruction shall comply with this Agreement and such other student selection standards, curriculum guidelines, recommendations, policies, and procedures required by

applicable California law, to the extent they do not conflict with the specific provisions of Cal. Educ. Code § 76004;

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

WHEREAS, the Parties intend for PCCD to report full-time equivalent students ("FTES") and obtain State of California ("State") apportionment for the Courses in accordance with California Code of Regulations, Title 5 ("Title 5, CCR"), sections 58050, 58051, and 58051.5, along with any other applicable regulations; and

WHEREAS, nothing hereunder is meant to preclude the Parties from any benefits under other statutes, as long as those provisions do not conflict with this Agreement or the requirements of Cal. Educ. Code § 76004.

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. **Outline of Cal. Educ. Code § 76004; Point of Contact; Recitals.**

   A. Courses offered as part of this Agreement shall be community college Courses applicable towards a career in technical education at, or preparation for transfer to a community college to improve high school graduation rates, or to help high school students achieve college and career readiness. Exhibit A ("Operational Guidelines and Coordination of Responsibilities") to this Agreement, which is hereby incorporated and made a part hereof, specifies additional detail regarding: the total number of high school students to be served and the total number of FTES projected to be claimed by PCCD for those students; the scope, nature, time, location, and listing of community college Courses to be offered; and the criteria in assessing the ability of students to benefit from those Courses.

   B. The Parties have identified their respective points of contact for this Agreement under Exhibit A, as described in more detail under Section 27 hereof.

   C. The above recitals are incorporated herein and made a part of this Agreement.

2. **Board Approvals; Effective Date and Duration.** As set forth on the signature page, each Party's respective governing board has met and approved this Agreement in accordance with Cal. Educ. Code § 76004's requirements as set forth in Section 31 hereof and this Agreement must be signed by an authorized representative of each Party. Prior to the commencement of the relationship contemplated by this Agreement, a copy of this signed, governing board-approved Agreement shall be filed with the California Community College Chancellor's Office ("Chancellor's Office") and the California Department of Education. The Chancellor's Office may void this Agreement if it determines that the Agreement does not comply with the requirements of Cal. Educ. Code §

76004. Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect for a three year period, unless earlier terminated by the Parties in accordance with Section 4 of this Agreement.

3. **Student Eligibility.** Eligible students include those who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school students to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificates."

   Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students (other than those with a non-immigrant status) for tuition purposes are exempt from paying all or part of nonresident tuition. Students must be special admit part-time students who are attending high school in California.

4. **Early Termination.** This Agreement may be terminated for any reason by either Party. The Party desiring early termination without cause must provide written notice to the other Party so indicating. Termination shall be effective no sooner than the later of (i) forty-five (45) calendar days after actual receipt of the written notice or, (ii) the end of any Course then being taught, whichever is later. Once this Agreement is terminated, any Courses under this Agreement scheduled for the following semester(s) shall also be terminated.

5. **Course Agreements; Collaboration.**

   A. The Parties acknowledge that, pursuant to Cal. Educ. Code § 76004, a community college district participating in a CCAP partnership shall not (and PCCD will not) provide physical education course opportunities to high school students pursuant to Cal. Educ. Code § 76004 or any other course opportunities that do not assist in the attainment of at least one of the goals listed in Cal. Educ. Code § 76004(a).

   B. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B. This Agreement must be referenced in each Course Agreement, and the terms of this Agreement are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to Cal. Educ. Code § 76004 Courses with high school students from School District. The Course Agreements indicate the time, date, location, number of educational hours, PCCD credits offered, number of students, Course description, and any other specifics related to each Course and as required under Cal. Educ. Code § 76004. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency unless approved by School District. ***Except as provided in Section 17 herein, the terms of this Agreement may NOT be modified by a Course Agreement, and any inconsistency between the Agreement and the terms of a Course Agreement shall be resolved in favor of this Agreement.*** Any pre-existing dual enrollment agreements or other dual-enrollment agreements hereinafter executed which are not intended to be Cal. Educ. Code § 76004 partnership agreements shall remain in full force and effect.

C. While Courses shall be college Courses meeting PCCD's Course rigors and requirements, PCCD shall work collaboratively with School District's Superintendent or Dual Enrollment Administrator to identify possible Course offerings and related objectives and outcomes. The Vice President of Instruction at each Peralta College (or their designee) shall be responsible for developing, approving, and implementing CCAP Program Course Agreements and coordinating with School District's Dual Enrollment Administrator. School District will ensure a process for the enrollment of high school students into the Courses and PCCD will support School District in a timely manner with any enrollment issues that may arise, including but not limited to Add/Drops and waiving of student fees, as applicable.

6. <u>Certifications for State Apportionment Purposes</u>.

A. Both Parties agree that School District shall not receive a State allowance or apportionment for an instructional activity (e.g., a Course) for which PCCD has been, or shall be, paid an allowance or apportionment.

B. The Parties agree that the attendance of a high school student at a community college as a special part-time or full-time student pursuant to this Agreement is authorized attendance for which PCCD shall be credited or reimbursed pursuant to Cal. Educ. Code §§ 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity.

C. School District certifies, agrees, and acknowledges that PCCD will claim State allowance or apportionment for all students enrolled in the Courses under this Agreement.

D. School District certifies that the direct education costs of the Courses offered as part of this Agreement are not being fully funded through any public or private agency, individual, group, or other sources.

E. PCCD certifies that it does not and shall not receive full compensation for the direct education costs of conducting the Courses from any public or private agency, individual, group, or other sources.

F. School District certifies and agrees that it shall not receive any reimbursement for the Courses and instructional activities provided under this Agreement.

G. PCCD certifies that any PCCD Instructor teaching a Course on a high school campus has not been convicted of any sex offense as defined in Cal. Educ. Code § 87010, or any controlled substance offense as defined in Cal. Educ. Code §87011.

H. School District certifies that no PCCD Instructor teaching a Course at a School District high school has displaced or resulted in the termination of an existing high school teacher teaching the same Course on that high school campus.

I. PCCD certifies that no School District high school teacher teaching a Course offered for college credit at a School District high school has displaced or resulted in the termination of an existing PCCD faculty member teaching the same Course at a PCCD college campus.

J. PCCD certifies that the Courses taught hereunder for college credit at a School District high school campus do not reduce access to the same Course offered at a PCCD college campus.

K. PCCD certifies that participation in this Agreement is consistent with PCCD's core mission pursuant to Cal. Educ. Code § 66010.4 and that students participating in the Courses offered pursuant hereto shall not lead to enrollment displacement of otherwise eligible adults at PCCD's colleges, except in instances where the students participating in the Courses offered pursuant hereto are seeking to enroll in a community college Course that is required for the student's middle college high school program.

L. The Parties certify that any remedial Course taught by PCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of PCCD pursuant to Title 5, CCR § 58058(b)) at a School District high school shall be offered only to high school students who do not meet their grade level standard in math, English, English as a Second or Other Language, or both, based on high school grades or an interim assessment in grade 10 or 11, as determined by School District and its high schools, and that the delivery of these remedial Courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remedial course as an intervention in for a student grade 11 or 12 to ensure the student is prepared for college-level work upon high school graduation.

M. Each Party certifies that it shall comply with local collective bargaining agreements and all State and Federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Course hereunder offered for high school credit.

N. For purposes of allowances and apportionments from Section B of the State School Fund, PCCD when conducting a closed Course on a high school campus pursuant to Cal Educ. Code § 76004(p)(1) shall be credited with those units of FTES attributable to the attendance of eligible high school students.

7. <u>Program Requirements</u>.

A. The Courses shall comply with all applicable regulations, procedures, prerequisites, and standards applicable to PCCD, and local policies, practices, and requirements of School District. In the event of a conflict between the policies and requirements of PCCD and School District, the Parties shall make a good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition, or instruction of a Course, PCCD's policies and requirements shall control. In the event the educational administrators are unable to resolve the conflict, the Parties shall escalate the issue to School District and PCCD Representatives (as defined in Section 27 below). All matters shall be resolved in a manner such that this Agreement shall continue to comply with the requirements of Cal. Educ. Code § 76004 and State apportionment requirements.

B. <u>FTEF for CCAP Courses</u>. PCCD will notify School District of the CCAP Courses to be offered (and of the related number of the PCCD Full Time Equivalent Faculty ("FTEF") to be made available) no later than February 1 in preparation for the coming school year. CCAP Courses and FTEF will be provided for the Fall and Spring terms and PCCD will make every effort to

maintain the FTEF to accommodate the number of Courses offered in the prior school year. PCCD will make reasonable efforts to provide at least forty (40) FTEF each school year, subject to sufficient State apportionment and other budget revenue, as determined in the reasonable judgment of PCCD. PCCD shall notify School District by February 1 if PCCD is unable to offer at least forty (40) FTEF or is unable to offer CCAP Courses at the levels requested by School District for the following school year.

C. Enrollment Period. Subject to change based on PCCD's academic calendar, the tentative enrollment period for all Courses during the 2023-24, 2024-25, 2025-26 academic years shall be as follows, subject to adjustment to accommodate changes in PCCD and School District schedules:

December	School District shall submit all Course requests for the following academic year.
December	PCCD to confirm and notify School District of CCAP Courses to be offered in Spring.
January	Last date for Spring Courses (negotiated the previous year) to be canceled with no financial repercussions for School District.
February 1	School District notified of FTEF allocations for coming school year.
February - June (Fall) September - December (Spring)	The period during which Course Agreements are negotiated.
May	PCCD to confirm and notify School District of CCAP Courses to be offered in Fall.
June (Fall) December (Spring)	Course Agreements are completed.
June	Last date for Summer Courses to be canceled with no financial repercussions for School District. All Summer Course Agreements are completed.
August 8	Last date for Fall Courses to be cancelled with no financial repercussions for School District.

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

Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement.

D. Number of Course Hours Sufficient to Meet the Stated Student Learning Outcomes. PCCD shall determine the student learning outcomes for each of the Courses and the number of Course hours necessary to meet the learning outcomes, consistent with offerings of the same Course at a Peralta College campus. The student learning outcomes and corresponding Course hours shall be specified in the related Course Agreement. Under Cal. Educ. Code § 76004, students may receive dual credit at both the K-12 and the college level, as to be determined by the Parties.

E. Supervision and Evaluation of Students. PCCD shall assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD, and School District. The Parties shall take necessary measures to ensure that different sections of the same Course are taught in a manner consistent with the approved outline of record for the Course, as required by PCCD.

Instruction shall include best practices in teaching and learning and an integrated, outcome-based curriculum and instruction. PCCD and School District shall coordinate to ensure students will receive academic-related support services, such as tutoring, in order to facilitate their success.

Supervision and evaluation of students shall be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5, CCR §§ 58051, 580056. Student conduct will be governed by both PCCD's Code of Conduct (Administrative Procedure 5500, Board Policy 5500) and any other applicable PCCD policies and procedures and the high school site's Code of Conduct. During each Course, all students shall be under the immediate instructional supervision and control of the PCCD Instructor teaching the Course, who may be a PCCD part-time faculty member or PCCD contract faculty member. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and shall not have any other assigned duty during the instructional activity. Faculty shall be physically present in the classroom or lab or within the line-of-sight of the students.

F. Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course or late addition to the Course must be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations. Students who withdraw from Courses offered as part of this CCAP Agreement will not receive college credit.

G. Grades. Grades earned by students enrolled in Courses offered as part of this CCAP Agreement shall be posted on the official College transcript. Students may submit a request for Pass/No Pass, prior to PCCD's Add/Drop deadline, if the Course is designed as such in the College-approved Course outline of record.

H. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors, who shall

be PCCD faculty members regardless of whether or not the Course is offered on site at PCCD or School District. All instructional activity shall be under the immediate supervision and control of a PCCD Instructor who has met the minimum qualifications for instruction in the discipline of the Course at a California community college.

I. Facilities.

i. *Not Open to Public.* Pursuant to Cal. Educ. Code § 76004(o), enrollment in a Course is limited solely to eligible School District high school students when the Course is offered at a high school campus of School District during the regular school day and the Course is offered pursuant to this Agreement.

ii. *Open to Public.* Except as stated in subsection (i) above, all Courses should be open to the general public, to anyone who meets properly established prerequisites or enrollment limitations, and must be held at facilities which are clearly identified as being open to the general public. As such, all such Courses held at a School District facility shall be at a time when the facility is open to the public, provided however, the Parties acknowledge and agree that School District may require reasonable sign-in and sig-out requirements for any person attending a Course at a School District facility. PCCD's policy on open enrollment, along with a description of the Course and information about whether the Course is offered for credit and is transferable, shall be published in the applicable Peralta College catalogue, schedule of classes, and any addenda to the schedule of classes.

If a Course is held at School District, School District shall provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. School District agrees to clean, maintain, and safeguard School District's premises, including the space provided for Courses, including entries, hallways and restroom facilities. School District warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors shall act in accordance with PCCD's policies, procedures and code of conduct and inform the principal of the applicable school ("School Principal") as soon as reasonably possible. If the Course is held on School District property, School District personnel shall be responsible for the safety of the students participating in the Courses.

J. Equipment. PCCD understands and agrees that under State law, School District K-12 students cannot be assessed fees for equipment, supplies, materials, and textbooks, as a condition to participation in educational experiences as a part of their public education. All equipment, textbooks, supplemental supplies, and materials required for Courses shall be provided free of charge to School District students. School District shall bear the cost of such equipment, materials, supplies, and textbooks, provided however that, as part of the preparation of each Course Agreement, the Parties shall meet and confer to confirm the requisite materials for said Course. The PCCD Instructor shall determine the type, make, and model of all equipment, books, and materials to be used during each Course and may use materials and equipment previously purchased for past Courses. Whenever possible, PCCD will use free and/or low-cost equipment, textbooks, supplemental supplies, and materials required for Courses and will help School District with its efforts to identify appropriate funding sources therefor. PCCD's

obligations herein are contingent on the reasonable availability of appropriate free or low-cost materials. An authorized representative of each of School District's high school must sign a Course Agreement reflecting the Courses that will be provided at their facility each semester(s) in order to confirm the Courses and School District's obligation to provide for the equipment, books, supplies, and materials to be used by its students to provide classroom space for each such Course and to identify any special supports, etc. that may be needed.

K. Enrollment.

i. *Enrollment Requirements*: Subject to Section 7.I(i), enrollment shall be open to any person who has been admitted to PCCD and meets all applicable prerequisites. Applicable prerequisite Courses, training, or experience shall be determined by PCCD. All students must meet the standards and prerequisites of PCCD.

School District shall ensure that each student for the Courses has met all of PCCD's admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Dual Enrollment Form, attached hereto as Exhibit D. The Dual Enrollment Forms must be accepted by PCCD's Admissions and Records Office. All fees are waived; however, the applicant may obtain an AC Transit pass and/or health care coverage by paying the applicable fees based on unit enrollment.

For high school students who meet all applicable enrollment requirements, PCCD's Admissions and Records Office shall enroll them into the Courses specified by School District.

PCCD *may allow* a special part-time student participating under this Agreement to enroll in up to a maximum of fifteen (15) units per semester if all of the following circumstances are satisfied:

1. The total units constitute no more than four (4) Courses per semester;
2. The units are part of an academic program that is part of this Agreement; and
3. The units are part of an academic program that is designed to award students both high school diploma and an associate degree or a certificate or credential.

ii. Priority *Enrollment.* PCCD may assign priority Course registration to a student seeking to enroll in a Course that is required for the CCAP Program that is equivalent to the priority assigned to a student attending middle college high school as described in Cal. Educ. Code § 11300 and consistent with middle college high school provisions in Cal. Educ. Code § 76001.

iii. *Enrollment and Related Fees.* Pursuant to Cal. Educ. Code § 76004, high school students enrolled in Courses offered through this Agreement shall not be assessed or charged a fee prohibited by Cal. Educ. Code § 49011, including a fee charged to a student or a student's parent or guardian, as a condition for Course registration or for textbooks, supplies, materials, and equipment needed to participate in the Course.

iv. If a special part-time student meets all three of the requirements pursuant to Section 7(K)(i), PCCD must exempt such student from payment of the following community college fees pursuant to the Cal. Educ. Code § 76004(q):

a. Student representation fee (Cal. Educ. Code § 76060.5);
b. Nonresident tuition fee and corresponding permissible "capital outlay" fee and/or "processing fee" (Cal. Educ. Code § 76140, 7614, 76142);
c. Transcript fees (Cal. Educ. Code § 76223);
d. Course enrollment fees (Cal. Educ. Code § 76300);
e. Apprenticeship Course fees (Cal. Educ. Code § 76350); and
f. Child development center fees (Cal. Educ. Code § 79121).

Pursuant to PCCD Board Policy 5030 Student Fees and Cal. Educ. Code § 76300(f), the enrollment, campus use, and health service fees for students who are special part-time students enrolling under this Agreement (Cal. Educ. Code 76001) shall automatically be waived by PCCD. No AC Transit pass shall be provided by PCCD to such students. School District shall notify PCCD of any holds on student accounts due to uncleared fees after the enrollment deadline and PCCD shall clear all such holds within forty-eight (48) hours of notification.

L. Student Academic Records; Information Sharing. All student academic records, including permanent records of student attendance, grades and achievement shall be maintained by PCCD and School District.

School District's Dual Enrollment Administrator may request, and PCCD shall provide student information for the purposes of monitoring student enrollment, identifying student holds and facilitating School District's collaboration with the PCCD Admissions and Records Team. Release of student records is covered on Dual Enrollment Form (see Exhibit D).

Information sharing between the Parties is governed by the following, along with the Data Sharing Agreement attached hereto as Exhibit C:

i. *Acknowledgement of Receipt of Notice of FERPA Regulations.* PCCD and School District each understand and agree that education records of students enrolled in a CCAP Course and personally identifiable information contained in those education records are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. pt. 99 ("FERPA"), including the disclosure provisions of FERPA and State law as set forth in Cal. Educ. Code §§ 49064, 49076. PCCD and School District each agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to disclose such records except as authorized by applicable law or regulation or by prior written consent of the parent or guardian and student.

ii. *Limitation on Use.* PCCD and School District shall use each student education record that they may receive pursuant to this Agreement solely for the purpose(s) consistent with its authority and role hereunder and in accordance with Federal and State law, as may be applicable.

iii. *Recordkeeping Requirements.* PCCD and School District shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of student education records set forth under FERPA and applicable State law.

iv. PCCD shall provide Course data for relevant Courses (per their Course Agreements) twice per year, following the end of each semester or through Power BI or other data sharing system. PCCD shall provide high school transcript and grades data pursuant to a the Data Sharing Agreement that PCCD and School District have executed, in the form attached hereto as Exhibit C, in bulk to School District. PCCD shall provide other requested relevant information and data to School District on an as needed basis in a timely manner to ensure the goals of the CCAP Program are met.

M. Support Services for Students. PCCD shall collaborate with School District to facilitate student success by providing academic support in areas of Course-related tutoring and accommodations. Any office hours shall be provided in accordance with the Course Instructor's contract. Upon identifying themselves to the instructor/PCCD and high school site, students with disabilities and/or learning differences shall receive reasonable accommodations for learning through the high school site/district and/or PCCD's Student Accessibility Services ("SAS") department. PCCD and School District will work together to ensure the intake and access to SAS services and reasonable accommodations are accessible to students participating in CCAP Courses at School District high schools.

N. Parental Consent. It is School District's responsibility to obtain, and maintain on file, written parental consent from parents and/or guardians of students seeking to take Courses under this Agreement.

8. Support Staff. School District shall provide personnel to perform clerical services. PCCD and School District will work together to provide services associated with outreach activities and recruiting students, student supports, and other related services as may be necessary. PCCD, through the coordination of the Associate Vice Chancellor of Educational Services and Vice President of Student Services at each of the Peralta Colleges (or their designees), will provide access to student support services staff to support interested students in their effort to successfully matriculate to Peralta Colleges and enroll in Courses.

9. Instructors.

A. PCCD to Select Instructors.

i. The selection of instructors will follow in accordance with Article 18 of PCCD's applicable collective bargaining agreement. Course Instructors shall be faculty of PCCD who meet the minimum qualifications to provide instruction in a State community college (per Title 5, CCR §§ 53410, 58060). As such, these instructors shall be members of the Peralta Federation of Teachers bargaining unit ("PFT") and shall have the full rights and privileges accorded to them thereby, as well as by the Peralta Academic Senate and California Education Code. The minimum qualifications shall be consistent with the requirements for other similar Courses offered by PCCD and shall be published or otherwise listed by PCCD.

ii. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at Peralta Colleges, and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses under this Agreement. PCCD shall be the employer of record for purposes of assignment monitoring and reporting to the Alameda County Office of Education. School District shall assume reporting responsibilities pursuant to applicable Federal teacher quality mandates. If selected, such instructors shall also become part-time PCCD faculty and members of the PFT, as described at the beginning of this Section. For purposes of this Agreement, eligible PCCD instructors and eligible School District teachers who are teaching Courses shall be collectively referred to as "PCCD Instructors."

B. Requirements and Evaluation.

i. PCCD shall select and determine the number of PCCD Instructors, the ratio of Instructors to students, and the subject areas of instruction and work in collaboration with School District to provide any requisite professional development activities.

ii. Prior to teaching, School District faculty shall receive discipline-specific training and orientation from PCCD regarding, but not limited to, Course curriculum, assessment criteria, pedagogy, Course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by PCCD.

iii. PCCD faculty provided by School District will participate in professional development activities sponsored by PCCD as required by the terms and condition of the contract referenced in Section 9(A) above and shall be encouraged to collaborate to address Course content, Course delivery, assessment, evaluation and/or research and development in the field.

iv. All faculty performance shall be evaluated by PCCD using the adopted evaluation process and standards for PCCD faculty.

C. Conduct of Instructors.

i. *Child Abuse and Neglect Reporting Act.* PCCD shall comply with the Child Abuse and Neglect Reporting Act, California Penal Code section ("Cal. Penal Code §") 11164 *et seq.*, ("CANRA") guidelines as "Mandated Reporters" to report suspicions of possible child abuse to the appropriate reporting agency as stated in Cal. Penal Code §§ 11164 – 11174.

ii. *Staff Requirements.* PCCD shall adhere to the following staff requirements and shall provide School District with:

- *Tuberculosis Screening.* Current documentation of negative TB Test (PPD) on file for each PCCD Instructor working with students.

- *Fingerprinting of Agents.* Current California Department of Justice ("CDOJ") fingerprint clearance and Federal Bureau of Investigation ("FBI") fingerprint clearance for each PCCD Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor

having contact with School District students under this Agreement. No person who has been convicted of a violent or serious felony shall be eligible to teach any Courses offered as part of this Agreement or otherwise provide services on a School District site.

- *Drug-Free / Smoke-Free Policy*. PCCD understands that School District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on School District property. PCCD agrees to require PCCD Instructors to adhere to this policy.

10. **Program Improvement.** PCCD and School District may annually conduct surveys of PCCD Instructors, School Principals, administration, student services support staff, and participating students, for the purpose of informing practice, making adjustments, and improving the quality of Courses offered as part of this Agreement.

11. **A-G Course Articulation with University of California and California State University.** To fulfill the CCAP objective of "improving high school graduation rates" and "increas[ing] student persistence and completion rates at both institutions," PCCD will submit A-G Course-approved lists to the University of California and California State University by the published deadlines so that students at School District may receive A-G credit for the Course(s) they complete.

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

13. **Indemnification.**

A. School District shall defend, hold harmless, and indemnify PCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including, but not limited, to consequential damages, death, sickness, or injury to any person(s) or damage to any property (collectively, "Claims"), from any cause whatsoever arising from or connected with, in whole or in part, this School District's performance of this Agreement and the Data Sharing Agreement or: (1) the condition of School District premises or facilities and any injuries or damages resulting therefrom; (2) School District's failure to process, investigate, defend, or pay any workers' compensation claims by School District personnel relating to, or in connection with, the provision of services under this Agreement, the Data Sharing Agreement, or any related Course Agreement; or (3) that arise out of or result from, negligent, wrongful, or willful acts or omissions of School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that School

District shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of PCCD or its faculty, personnel, independent contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

B. PCCD shall defend, hold harmless, and indemnify School District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising from or connected with, in whole or in part, with PCCD's performance of this Agreement and the Data Sharing Agreement or the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of School District or its faculty, personnel, independent contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

C. These indemnity provisions shall survive termination of this Agreement, the Data Sharing Agreement, or any related Course Agreement and is in addition to any other rights or remedies that School District or PCCD may have under law and/or otherwise.

14. <u>Insurance Requirements</u>.

A. Each Party shall obtain, pay for, and maintain in effect or self-insure with respect to itself, during the life of this Agreement and Data Sharing Agreement, the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence; (3) educators' professional liability (including errors and omissions) with a limit of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (4) sexual abuse and molestation, with a limit of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, and (5) workers' compensation insurance as required under State law.

B. Each Party's policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this Section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party's coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this Section concerning minimum insurance requirements shall reduce a Party's liability or obligations under the indemnification provisions of this Agreement.

D. The Parties acknowledge that both Parties are permissibly insured or self-insured under State law.

15. **Discrimination and Harassment.** Each Party agrees it shall not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The Parties agree that all students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, military status, gender identity, medical condition (cancer related or genetic characteristic) as defined in California Government Code section 12926, citizenship, or any other protected status, within the limits imposed by law or PCCD's applicable governing board policies.

16. **Entire Agreement.** This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or promise made outside those expressly set forth in this Agreement and any related Course Agreement.

17. **Modifications and Amendments.** The provisions of this Agreement, and its Exhibits attached hereto, may be modified only by mutual agreement of the Parties reflected in an executed amendment to this Agreement. No Course Agreement can modify the terms of this Agreement, unless expressly indicated in such Course Agreement that it is the intent of the Parties to deviate from this Agreement and such Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs, provided however that such modification shall apply only to the specific Course Agreement. Any modification or amendment to this Agreement shall be filed with the Chancellor's Office in accordance with the instructions contained in Cal. Educ. Code § 76004. No modification or amendment to this Agreement shall be agreed to or deemed effective to the extent it conflicts with Cal. Educ. Code § 76004, and no amendment shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought. Except as provided herein above, in the event of a conflict between a Course Agreement and this Agreement, this Agreement shall supersede and control.

18. **Waiver.** Unless otherwise precluded by the terms of this Agreement, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

19. **Assignment.** Neither Party may assign any rights or benefits or delegate any duty under this Agreement without written consent of the other Party. Any purported assignment without written consent shall be void.

20. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties

to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any Party to this Agreement.

21. **Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

22. **Notices**. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

23. **Authority to Enter Into Agreement**. Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

24. **Status of the Parties**. Neither Party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other Party. Each Party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this Agreement and any related Course Agreement.

25. **Retention and Audit of Records**. Each Party shall maintain records pertaining to its performance of this Agreement and related Course Agreements as may be required by Federal and State law. Each Party may review and obtain a copy of the other Party's pertinent records subject to Federal and State privacy statutes.

26. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be Alameda County, California.

27. **Points of Contact; CCAP Oversight Committee**. School District shall name, under Exhibit A, a senior School District executive to serve as the point of contact to PCCD ("School District Representative") for any issues concerning this Agreement. PCCD shall name a senior PCCD executive under Exhibit A to serve as PCCD's point of contact for any issues concerning this Agreement ("PCCD Representative"). These individuals, or their designees, shall be responsible for monitoring and facilitating the provisions of this Agreement.

    The Parties shall maintain a CCAP Committee to provide feedback, evaluation, and recommendations for changes or improvements to this special admit program and for addressing

conflicting policies and requirements in order to ensure student success and operational effectiveness. School District's Dual Enrollment Administrator, PCCD's education administrator (e.g., the Faculty Coordinator), School District Representative, and PCCD Representative shall be members of the CCAP Committee. School District Representative and PCCD Representative may each appoint up to three (3) additional members from their respective Parties to serve as members thereof. One of such members to be appointed by PCCD Representative shall be a PFT Representative.

The CCAP Committee shall meet regularly, at mutually agreed upon intervals, but no less than once a month (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the CCAP Program, and other Program-appropriate issues or concerns, successes, and recommendations, including whether to extend this Agreement and any changes that should be reflected in any such extension or renewal document.

28. Reporting Requirements. In accordance with Cal. Educ. Code § 76004, PCCD, in conjunction with School District, shall report annually to the Chancellor's Office all of the following:

1. The total number of high school students by school site enrolled in each CCAP Course under Cal. Educ. Code § 76004, aggregated by gender and ethnicity, and reported in compliance with all applicable Federal and State privacy laws;
2. The total number of community college Courses by Course category and type and by school site enrolled in by students participating in this CCAP Program ;
3. The total number and percentage of successful Course completions, by Course category and type and by school site, of students participating in this CCAP Program; and
4. The total number of FTES generated by students participating in this CCAP Program.

School District shall provide all necessary data and assistance requested by PCCD to meet the reporting requirements under this Section 28 and under Cal. Educ. Code § 76004.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. School District verifies that PCCD does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM.

31. Approval of the Board. As a condition of, and before commencing, this Agreement, each of the governing board of PCCD and the governing board of School District shall at an open public meeting allow and take comments from the public on, and approve or disapprove, this Agreement. This Agreement shall not be executed until such time as it is approved by the governing board of PCCD and the governing board of School District.

32. Notice. Any notices to be given pursuant to this Agreement shall be given in writing and delivered both by (1) e-mail and (2) delivered personally, or by first class United States mail, postage pre-paid, addressed to the parties at the addresses set forth below or at such other addresses as may be

provided by written notice to the other Party. The Parties may change the address and contact information for notices by providing written notice in the aforesaid manner.

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Dr. Tina Vasconcellos Title: Associate Vice Chancellor of Educational Services Email: tvasconcellos@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: Fax: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Vanessa Sifuentes Title: Network Superintendent, High School Linked Learning Office Email: vanessa.sifuentes@ousd.org Mailing Address: 1011 Union St. Oakland, CA 94607 Telephone: 510.579.2022 Fax: 510-879-4112 With a copy to: Joshua Daniels Title: Office of General Counsel Email: ousdlegal@ousd.org Mailing Address: 1011 Union St., Oakland, CA 94607

[Remainder of Page Intentionally Left Blank]

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

OAKLAND UNIFIED SCHOOL DISTRICT

By: Sondra Aguilera

Name: Sondra Aguilera

Title Chief Academic Officer

Date: May 26, 2023

By:

Name: Kyla Johnson-Trammel

Title: Secretary, Board of Education

Date: 6/22/2023

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

By: Carrie M. Rasmussen

Name: Carrie Rasmussen

Date: May 25, 2023

PERALTA COMMUNITY COLLEGE DISTRICT

By: Jannett Jackson (Nov 8, 2023 23:57 PST)

Name: Jannett N. Jackson, PhD

Title: Interim Chancellor (*Authorized Agent*)

Date: 6-26-2023

Mike Hutchinson, Presiden,t Board of Education 6/22/2023

EXHIBIT A

Operational Guidelines and Responsibilities

WHEREAS, Peralta Community College District ("PCCD") and Oakland Unified School District ("School District") agree to record certain specific components of the College and Career Access Pathways ("CCAP") Partnership Agreement, dated as of July 1, 2023 ("Agreement"), the terms of which are incorporated herein by this reference, using this Exhibit A for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered ("Courses"); and criteria to assess the ability of students to benefit from those Courses;

WHEREAS, the terms of the Agreement are incorporated herein by this reference; and

WHEREAS, PCCD and School District are important strategic partners because School District is a significant feeder into PCCD's colleges. It is in the best interest of PCCD and School District to prioritize in the CCAP/Dual Enrollment collaboration and all the related activities that are critical for its success, so as to promote School District students' matriculation into Peralta Colleges, to encourage students' persistence through Courses and the completion of a degree.

NOW THEREFORE, PCCD and School District agree as follows:

1. Point of Contact

The PCCD Representative and School District Representative for the purposes of the Agreement for the term of this Exhibit are as follows:

	Name and Title	Telephone	Address	Email
PCCD Representative	Dr. Tina Vasconcellos	510-333-4199	333 East 8th Street Oakland, CA 94606	tvasconcellos@peralta.edu
School District Representative	Vanessa Sifuentes, High School Network Superintendent	510-879-3122	1011 Union St., Suite 912 Oakland, CA 94607	vanessa.sifuentes@ousd.org
School District Dual Enrollment Administrator	Leslie Hsu Freeman, Manager of Dual Enrollment	510-879-2686	1011 Union St., Suite 912, Oakland, CA 94607	leslie.hsu@ousd.org

2. Coordination of Responsibilities.

A. Joint Responsibilities.

i. PCCD and School District both commit to appointing an educational administrator (Dual Enrollment Administrator in the case of School District) who shall facilitate coordination and cooperation between PCCD and School District in conformity with PCCD and School District policies and standards and manage the responsibilities indicated in the CCAP Program. The educational administrators' roles shall consist of, but not be limited to, the following:

a. Working with colleges to coordinate Course offerings offered under this Agreement.
b. Serving as a liaison between PCCD and School District as it relates to: Course scheduling, curriculum, resources, and personnel to assure clear communications and enrollment functions for high school students, faculty, administrators, staff, and others.
c. Serving as liaison for the recruitment and/or hiring of PCCD Instructors in the CCAP Program, to ensure a robust pool of qualified faculty for the CCAP Program.
d. Providing a variety of outreach and support services; assisting program participants with obtaining and maintaining program enrollment; monitoring the attendance, goals, and progress of program participants.
e. Updating and providing program information, including website updates and in-person presentations, to students, parents, and the community.

ii. PCCD and School District have each identified a Title IX Coordinator to coordinate efforts with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination, or any other violation of law, including but not limited to Title IX, the Title IX Coordinator from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The Title IX Coordinator from PCCD and School District shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing, and resolving such complaint. Neither PCCD nor School District may abandon or assign their obligations under the law, including Title IX, and each P arty shall cooperate with the efforts of the other Party to comply with its Title IX obligations arising from this CCAP Agreement.

B. PCCD Responsibilities.

i. PCCD's educational administrator shall provide School District personnel with reasonable assistance, direction, and instruction in how to fulfill its responsibilities under this CCAP Agreement, including conducting appropriate student assessment, outreach/recruitment activities, and compliance with PCCD policies, procedures, and academic standards.

ii. PCCD shall notify School District's Dual Enrollment Administrator as soon as reasonably possible upon learning of any accident or incident in connection with the CCAP Program at School District's high schools. PCCD shall require its instructors to inform PCCD of accidents or incidents.

C. School District Responsibilities. School District shall appoint a Dual Enrollment Administrator who shall facilitate coordination and cooperation between School District and PCCD in conformity with School District policies and standards.

D. Both PCCD and School District agree to prioritize and sustain the CCAP Program, subject to State budget allocations and the economic/financial certainty of both Parties.

3. **Enrollment Process:** The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this Agreement. School District and PCCD Admissions and Records Office shall enroll students pursuant to procedures outlined in the Dual Enrollment Form, as may be updated from time to time by the Parties (see Exhibit D). The process is as follows:

A. All new PCCD students participating in the CCAP Program must submit a PCCD online application and Dual Enrollment Form. The Dual Enrollment Form provides approval for the student to enroll in a PCCD Course during the time they are at a School District high school.

B. For each Course, School District will provide PCCD the list of students who should be enrolled into the Course.

C. PCCD Admissions & Records Office shall enroll students into the Course indicated on the online Course roster. Note: New students must provide a Dual Enrollment Form and continuing students need only to be listed on the online roster. Students who skip two consecutive primary semesters must submit another PCCD online application.

D. The PCCD Admissions and Records Office shall designate a staff person(s) to manage all dual enrollment processes and serve as a liaison to School District on issues of enrollment. Two (2) weeks prior to the start of each semester, PCCD designated staff and School District shall prioritize the enrollment of students taking a Course to ensure students are enrolled prior to the census deadline. Only in special circumstances that were outside of the control of students and after consultation with PCCD's education administrator and Course Instructor may a student be added after the census deadline.

4. **Programs**

PCCD is responsible for all education programs and Courses offered as part of the Agreement, regardless of whether the education program and Courses are offered at School District or PCCD campuses.

PCCD and School District have identified the Courses listed in Appendix I to this Exhibit A to be offered during the semester.

5. **Books and Materials.** The total costs of books and instructional materials for School District students participating as part of the Agreement shall be School District and its high schools. The books and materials needed for each Course are set forth in the Course Agreements.

6. **Changes.** Any changes that need to be made to the foregoing information shall require the advance written approval of PCCD and School District, except for change in the name or contact information of the Parties' representatives, in which case written notification shall be sufficient.

7. **Course Agreement.** All Courses to be offered in accordance with the Agreement must each be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B.

Appendix I to Exhibit A

Course Department	Course Title	Course Number	Semester	Peralta College (Likely)	Days/ times OPTIONS	Location	Number of Students to be Served	Projected Number of FTES
Apparel Design and Merchandising	Apparel Design and Sketching	ADAM 111	TBD	TBD	TBD	TBD	20-30	
Apparel Design and Merchandising	Apparel Design	ADAM 112	TBD	TBD	TBD	TBD	20-30	
Apparel Design and Merchandising	Apparel Construction I	ADAM 131	TBD	TBD	TBD	TBD	20-30	
Apparel Design and Merchandising	Apparel Construction II	ADAM 132	TBD	TBD	TBD	TBD	20-30	
Apparel Design and Merchandising	Pattern Drafting I	ADAM 221	TBD	TBD	TBD	TBD	20-30	
Apparel Design and Merchandising	Pattern Drafting II	ADAM 222	TBD	TBD	TBD	TBD	20-30	
Administration of Justice	Concepts of Criminal Law	ADJUS 22	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Principles and Procedures of the Justice System	ADJUS 23	TBD	Merritt	TBD	TBD	25-35	
Administration of Justice	Community Relations	ADJUS 25	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Introduction to Forensic Investigation	ADJUS 26	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Criminal Investigation	ADJUS 56	TBD	Merritt	TBD	TBD	25-35	
African American Studies	Intro to African American Studies	AFRAM 1	TBD	TBD	TBD	TBD	25-35	
African American Studies	Black Economics	AFRAM 2	TBD	TBD	TBD	TBD	25-35	
African American Studies	The Black Panther Party: Strategies on Organizing People	AFRAM 4	TBD	TBD	TBD	TBD	25-35	
African American Studies	Psychology of African-Americans	AFRAM 12	TBD	TBD	TBD	TBD	25-35	
African American Studies	Ethnic Perceptions in Media	AFRAM 13	TBD	TBD	TBD	TBD	25-35	

African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14A	TBD	TBD	TBD	TBD	25-35
African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14B	TBD	TBD	TBD	TBD	25-35
African American Studies	Prison Industrial Complex	AFRAM 16	TBD	TBD	TBD	TBD	25-35
African American Studies	African Diaspora in Latin America	AFRAM 18	TBD	TBD	TBD	TBD	25-35
African American Studies	Racism in the United States	AFRAM 19	TBD	TBD	TBD	TBD	25-35
African American Studies	Perceptions of African-American Women	AFRAM 23	TBD	TBD	TBD	TBD	25-35
African American Studies	Classical African Civilizations	AFRAM 25	TBD	TBD	TBD	TBD	25-35
African American Studies	Afro-Caribbean History, Politics and Culture	AFRAM 27	TBD	TBD	TBD	TBD	25-35
African American Studies	African-American Experience Through Films	AFRAM 29	TBD	TBD	TBD	TBD	25-35
African American Studies	African American History-Africa to 1865	AFRAM 30	TBD	TBD	TBD	TBD	25-35
African American Studies	Afram history: 1865 -1945	AFRAM 31	TBD	TBD	TBD	TBD	25-35
African American Studies	Roots of African-American Culture	AFRAM 33	TBD	TBD	TBD	TBD	25-35
African American Studies	Women of Color	AFRAM 35	TBD	TBD	TBD	TBD	25-35
African American Studies	Environmental Racism and Justice	AFRAM 38 (ENVMT 12)	TBD	TBD	TBD	TBD	25-35
African American Studies	Black World Films	AFRAM 39	TBD	TBD	TBD	TBD	25-35
African American Studies	African-American Writers (Fiction)	AFRAM 41	TBD	TBD	TBD	TBD	25-35
African American Studies	African-American Writers (Non-Fiction)	AFRAM 42	TBD	TBD	TBD	TBD	25-35
African American Studies	African-American Writers (Poetry)	AFRAM 43	TBD	TBD	TBD	TBD	25-35

African American Studies	History of Africa from 1800 History of Africa from 1800 to the Present	AFRAM 50A, 50B	TBD	TBD	TBD	TBD	25-35
American Sign Language	American Sign Language I, II, III, and IV	ASL 50, 51, 52, 53	TBD	BCC	TBD	TBD	25-35
Anthropology	Introduction to Social and Cultural Anthropology	ANTHR 3	TBD	TBD	TBD	TBD	25-35
Anthropology	American Mosaic: The Cultures of the United States	ANTHR 14	TBD	TBD	TBD	TBD	25-35
Apparel Design and Merchandising	Portfolio Development I	ADAM 229	TBD	CoA	TBD	TBD	20-30
Apparel Design and Merchandising	Portfolio Development II	ADAM 230	TBD	CoA	TBD	TBD	20-30
Arabic	Elementary Modern Standard Arabic	ARAB 1A/B	TBD	BCC	TBD	TBD	25-35
Architecture	Introduction to Design Professions and Architecture Administration	ARCH 10	TBD	Laney	TBD	TBD	25-35
Architecture	Architectural Drafting and Design 1	ARCH 13	TBD	TBD	TBD	TBD	20-30
Architecture	Special Projects Laboratory	ARCH 200	TBD	TBD	TBD	TBD	20-30
Art	Introduction to Art History	ART 1	TBD	TBD	TBD	TBD	25-35
Art	History of African American Art	ART 7	TBD	TBD	TBD	TBD	25-35
Art	Beginning or Continuation Drawing and Composition	ART 20/21	TBD	TBD	TBD	TBD	20-30
Art	Beginning Painting	ART 50	TBD	TBD	TBD	TBD	20-30
Art	Intermediate Painting	ART 52	TBD	TBD	TBD	TBD	20-30
Art	Selected Topics in Art	ART 48GA-MZ	TBD	TBD	TBD	TBD	20-30
Art	Beginning Painting: Watercolor	ART 60	TBD	TBD	TBD	TBD	20-30
Art	Beginning Ceramics	ART 80	TBD	TBD	TBD	TBD	20-30

Art	Mural Design and Creation I	ART 133A	TBD	TBD	TBD	TBD	20-30
Art	Eco Art Matters: Beginning	ART 141	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Continuing Food and Water	ART 144	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Community Outreach and Collaboration	ART 145	TBD	TBD	TBD	TBD	25-35
Art	Special Projects: Eco Art Matters	ART 146	TBD	TBD	TBD	TBD	20-30
Art	Fundamentals of Drawing	ART 202	TBD	TBD	TBD	TBD	20-30
Art	Fundamentals of Painting	ART 205	TBD	TBD	TBD	TBD	20-30
Art	Foundations of Ceramics	ART 208	TBD	TBD	TBD	TBD	20-30
Asian American Studies	Women of Color	ASAME 35	TBD	TBD	TBD	TBD	25-35
Automotive Mechanics	Introduction to Auto Mechanics	ATECH 22	TBD	CoA	TBD	TBD	20-30
Automotive Mechanics	Transportation Technology Principles	ATECH 21	TBD	CoA	TBD	TBD	20-30
Biology	General Biology	BIOL 1A/B	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy	BIOL 2	TBD	TBD	TBD	TBD	25-35
Biology	Microbiology	BIOL 3	TBD	TBD	TBD	TBD	25-35
Biology	Human Physiology	BIOL 4	TBD	TBD	TBD	TBD	25-35
Biology	Introduction to Biology	BIOL 10	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy and Physiology	BIOL 20A/B	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy and Physiology	BIOL 27	TBD	TBD	TBD	TBD	25-35

Biology	Applied Immunology, Applied Molecular Genetics, Human Genetics	BIOL 33, 34, 36	TBD	TBD	TBD	TBD	25-35
Biology	Intro to Biotech	BIOL 50A	TBD	TBD	TBD	TBD	25-35
Biology	Marine Biology	BIOL 9	TBD	TBD	TBD	TBD	25-35
Biology	Natural History of the Bay Area	BIOL 60A-E	TBD	TBD	TBD	TBD	25-35
Bioscience	Genomics Theory	BIOSC 30	TBD	TBD	TBD	TBD	25-35
Bioscience	Theory and Practice of Microscopy	BIOSC 101	TBD	TBD	TBD	TBD	25-35
Business	Intro to Business	BUS 7	TBD	TBD	TBD	TBD	25-35
Business	Intro to Business	BUS 10	TBD	TBD	TBD	TBD	25-35
Business	Small Business Management	BUS 54	TBD	TBD	TBD	TBD	25-35
Business	Introduction to Marketing	BUS 70	TBD	TBD	TBD	TBD	25-35
Business	Introduction to Advertising	BUS 74	TBD	TBD	TBD	TBD	25-35
Business	Salesmanship	BUS 75	TBD	TBD	TBD	TBD	25-35
Business	E-Commerce / Entrepreneurship	BUS 76	TBD	TBD	TBD	TBD	25-35
Business	Financial Literacy	BUS 80	TBD	TBD	TBD	TBD	25-35
Business	Intro to Digital Marketing	BUS 83	TBD	TBD	TBD	TBD	25-35
Carpentry	Special Projects	CARP 200	TBD	Laney	TBD	TBD	20-25
Carpentry	Digital Fabrication I & II	CARP 224A/B	TBD	TBD	TBD	TBD	25-35
Carpentry	Intro to the Skilled Trades I and II	CARP 251A/B	TBD	Laney	TBD	TBD	20-25

Chemistry	General Chemistry	CHEM 1A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Organic Chemistry	CHEM 12A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Introductory General Chemistry	CHEM 30A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Beginning Chemistry	CHEM 50	TBD	TBD	TBD	TBD	25-35
Child Development	Child Growth and Development	CHDEV 51	TBD	TBD	TBD	TBD	25-35
Child Development	The Child, the Family and the Community	CHDEV 53	TBD	TBD	TBD	TBD	25-35
Child Development	Social and Emotional Foundations for Early Learning or Intro to Curriculum	CHDEV 54A-B	TBD	TBD	TBD	TBD	25-35
Child Development	Infant/Toddler Development and Care or Curriculum and Environments	CHDEV 56A/B	TBD	TBD	TBD	TBD	25-35
Child Development	Teaching in a Diverse Society	CHDEV 80	TBD	TBD	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1A	TBD	Laney	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1B	TBD	Laney	TBD	TBD	25-35
Communications	Introduction to Human Communication	COMM 3	TBD	TBD	TBD	TBD	25-35
Communications	Gender and Communication	COMM 10	TBD	TBD	TBD	TBD	25-35
Communications	Survey of Mass Media	COMM 19	TBD	TBD	TBD	TBD	25-35
Communications	Interpersonal Communication	COMM 20	TBD	TBD	TBD	TBD	25-35
Communications	Public Speaking	COMM 45	TBD	TBD	TBD	TBD	25-35
Computer Information Systems	Introduction to Computer Information Systems	CIS 1	TBD	TBD	TBD	TBD	20-30
Computer Information Systems	Introduction to Computer Science	CIS 5	TBD	TBD	TBD	TBD	20-30

Computer Information Systems	Introduction to Computer Programming	CIS 6 (incl option for hybrid)	TBD	TBD	TBD	TBD	20-30
Computer Information Systems	JAVA PROGRAMMING LANGUAGE I, II	CIS 36A/B	TBD	TBD	TBD	TBD	20-30
Computer Information Systems	Computer Literacy	CIS 205	TBD	TBD	TBD	TBD	20-30
Computer Information Systems	Cyber Safety, Online Identity, and Computer Literacy	CIS 221	TBD	TBD	TBD	TBD	20-30
Computer Information Systems	Exploring Robotics (1st section)	CIS 232	TBD	TBD	TBD	TBD	20-30
Computer Science	Python Application Programming	CS 20	TBD	TBD	TBD	TBD	25-35
Community Social Services	Social Psych of Substance/Drug Abuse	COSER 22	TBD	TBD	TBD	TBD	25-35
Cooperative Work Experience Education	General Work Experience	COPED 450	TBD	TBD	TBD	TBD	20-30
Cooperative Work Experience Education	Occupational Work Experience	COPED 451	TBD	TBD	TBD	TBD	20-30
Cooperative Work Experience Education	Occupational Work Experience in Medical Assisting	COPED 470F	TBD	TBD	TBD	TBD	20-30
Counseling	College Success	COUN 24	TBD	TBD	TBD	TBD	25-35
Counseling	Personal Growth	COUN 30	TBD	TBD	TBD	TBD	25-35
Counseling	Career and Life Planning	COUN 57	TBD	TBD	TBD	TBD	25-35
Counseling	Orientation to College	COUN 200A/B	TBD	TBD	TBD	TBD	25-35
Counseling	Orientation to College: Students Success and Support Program	COUN 201	TBD	TBD	TBD	TBD	25-35
Counseling	Computer Literacy	COUN 205	TBD	TBD	TBD	TBD	25-35
Counseling	Career Exploration	COUN 207C	TBD	TBD	TBD	TBD	25-35

Counseling	Career Exploration	COUN 207A OR B	TBD	TBD	TBD	TBD	25-35
Counseling	College Preparedness	COUN 224	TBD	TBD	TBD	TBD	25-35
Culinary Arts	Intro to Food and Culture	CULIN 88	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Intro to Baking Foundations	CULIN 203	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Intro to Culinary Arts	CULIN 212	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Hospitality Careers and Skills Development	CULIN 214	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Culinary Math Fundamentals	CULIN 215	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Formulas and Food Costs	CULIN 217	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Ingredients and Equipment	CULIN 218	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Culinary Boot Camp	CULIN 201A	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Stocks, Soups and Sauces	CULIN 223	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Principals of Heat Cooking	CULIN 224	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Dynamic Heat Cooking	CULIN 227	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Managing Food Sanitation	CULIN 228	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Culinary Career Development	CULIN 236	TBD	TBD	TBD	TBD	20-30
Culinary Arts	Culinary Boot Camp	201B	TBD	TBD	TBD	TBD	20-30
Dance	Dance Production	DANCE 6	TBD	TBD	TBD	TBD	20-30
Dance	Dance Composition and Choreography	DANCE 8A	TBD	TBD	TBD	TBD	20-30

Dance	Beginning Individual Choreography	DANCE 12A	TBD	TBD	TBD	TBD	20-30
Dance	Beginning Group Choreography	DANCE 12B	TBD	TBD	TBD	TBD	20-30
Dance	Jazz Dance I	DANCE 64	TBD	TBD	TBD	TBD	20-30
Dance	Haitian Dance	DANCE 80	TBD	TBD	TBD	TBD	20-30
Economics	Principles of Economics (Macro-Economics)	ECON 1	TBD	TBD	TBD	TBD	25-35
Economics	Principles of Economics (Micro-Economics)	ECON 2	TBD	TBD	TBD	TBD	25-35
Economics	Introduction to Economics	ECON 5	TBD	TBD	TBD	TBD	25-35
Education	Introduction to the Field of Education	EDUC 1	TBD	BCC	TBD	TBD	25-35
Emergency Medical Technician	Introduction to Emergency Medical Responder	EMT 211	TBD	Merritt	TBD	TBD	20-40
Emergency Medical Technician	Intro to First Responders Training	EMT 230	TBD	Merritt	TBD	TBD	20-40
Engineering	Intro to Engineering	ENGIN 10	TBD	Laney	TBD	TBD	25-35
Engineering	Engineering Graphics	ENGIN 22	TBD	TBD	TBD	TBD	20-30
Engineering	Earth Systems: Sustainability, Ecology and Environmental Justice for Technicians and Engineers	ENGIN 100	TBD	Laney	TBD	TBD	25-35
English	Composition and Reading	ENG 1A/B + 1AS	TBD	TBD	TBD	TBD	25-35
English	Advanced Expository Writing	ENG 2	TBD	TBD	TBD	TBD	25-35
English	Critical Thinking in Reading and Writing	ENG 5	TBD	TBD	TBD	TBD	25-35
English	Creative Writing	ENG 10A/B	TBD	TBD	TBD	TBD	25-35
English	Creative Writing	ENG 210A/B					

English	Film: The Twentieth Century Medium	ENG 12	TBD	TBD	TBD	TBD	25-35
English	Introduction to American Literature	ENG 30A/B	TBD	TBD	TBD	TBD	25-35
English	Survey of African-American Literature	ENG 31	TBD	TBD	TBD	TBD	25-35
English	Contemporary Women Writers	ENG 32A/B	TBD	TBD	TBD	TBD	25-35
English	Introduction to the Study of Poetry	ENG 43	TBD	TBD	TBD	TBD	25-35
English	Children's Literature	ENG 47	TBD	TBD	TBD	TBD	25-35
English	Multicultural American Literature	ENG 50	TBD	TBD	TBD	TBD	25-35
English	Introduction to LGBQT Literature	ENG 79	TBD	TBD	TBD	TBD	25-35
English	Preparation for Composition and Reading	ENG 201A/B	TBD	TBD	TBD	TBD	25-35
English	Writing Workshop	ENG 208A/B or 518 A/B	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Introduction to Sustainable Environmental Systems	ENVMT 2/L	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Oakland Food Culture	ENVMT 3	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Oakland Food Culture	ENVMT 5	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Outdoor Education	ENVMT 8	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Urban Ecology	ENVMT 10	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Intro to Healthy Community Systems	ENVMT 16	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Urban Agro Ecology	ENVMT 35/35L	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Green Building and Ecological Design, Intro to Healthy Community Systems,	ENVMT 20, 16, 12	TBD	Merritt	TBD	TBD	25-35

	or Environmental Racism and Justice						
Environmental Management & Technology	Park Operations Practices and Skills	ENVMT 57	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Listening and Speaking and Oral Communication	ESOL 50A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Reading and Writing	ESOL 52A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 3	ESOL 253A/B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 1	ESOL 261A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2	ESOL 262A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2=3	ESOL 263A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 1	ESOL 271A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 2	ESOL 272A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 3	ESOL 273A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Basic English A	ESOL 541A/B/C	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	English for Job Search	ESOL 586	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	College Ready Skills	ESOL 595A-D	TBD	TBD	TBD	TBD	25-35

Ethnic Studies	Introduction to Ethnic Studies	ETHST 1	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Economics and Social Change: Racial Conflict and Class in America 3	ETHST 12	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Community Based Research in Urban America 3	ETHST 13	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Community Organizing and Transformative Change	ETHST 14	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Race, Gender, and Sports	ETHST 3	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Gender and Health 3	ETHST 30	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Class and Schools 3	ETHST 50	TBD	TBD	TBD	TBD	25-35
French	Introductory French	FRENCH 1A	TBD	TBD	TBD	TBD	25-35
Geography	Cultural Geography	GEO 2	TBD	TBD	TBD	TBD	25-35
Geography	World Regional Geography	GEO 3	TBD	TBD	TBD	TBD	25-35
Geography	Global Climate Change	GEOG 19	TBD	TBD	TBD	TBD	25-35
Graphic Arts	Adobe Illustrator Basics	GRART 34	TBD	TBD	TBD	TBD	20-30
Graphic Arts	ADOBE PHOTOSHOP BASICS	GRART 36	TBD	TBD	TBD	TBD	20-30
Graphic Arts	Web Graphics	GRART 42	TBD	TBD	TBD	TBD	20-30
Graphic Arts	Website Design	GRART 115	TBD	TBD	TBD	TBD	20-30
Graphic Arts	Computer Basics for Graphics	GRART 230	TBD	TBD	TBD	TBD	20-30
Graphic Arts	INTRODUCTION TO GRAPHIC DESIGN	GRART 231	TBD	TBD	TBD	TBD	20-30
Health Education	Exploring Health Issues	HLTED 1	TBD	TBD	TBD	TBD	25-35

Health Education	Stress and Healthy Adaptation	HLTED 6	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid and Safety	HLTED 9	TBD	TBD	TBD	TBD	25-35
Health Education	Cardiopulmonary Resuscitation	HLTED 11	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid & CPR	HLTED 14	TBD	TBD	TBD	TBD	25-35
Health Education	Health and Wellness: Personal Change	HLTED 20	TBD	TBD	TBD	TBD	25-35
Health Professions and Occupations	Medical Terminology	HLTOC 101	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Introduction to Health Care Careers	HLTOC 150	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Medical Terminology I	HLTOC 201A	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Medical Terminology II	HLTOC 201B	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Survey of Healthcare Interpreting or Interpreting in Health Care I	HLTOC 210 or 211	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Emotional Intelligence	HLTOC 260	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Communication Skills for the Health Care Professional	HLTOC 263	TBD	TBD	TBD	TBD	20-30
Health Professions and Occupations	Intro to Health Careers	HLTOC 550	TBD	Laney	TBD	TBD	25-35
History	History of European Civilization	HIST 2A/B	TBD	Merritt	TBD	TBD	25-35
History	World History to 1500, Modern World History: 1500-Present.	HIST 3A/B	TBD	BCC	TBD	TBD	25-35
History	History of Mexico	HIST 5	TBD	TBD	TBD	TBD	25-35
History	History of United States to 1877	HIST 7A	TBD	TBD	TBD	TBD	25-35
History	History of United States Since 1865	HIST 7B	TBD	TBD	TBD	TBD	25-35

History	History of Latin-American Civilization	HIST 8A/B	TBD	BCC	TBD	TBD	25-35
History	History of Africa since 1750	HIST 10B	TBD	TBD	TBD	TBD	25-35
History	History and Culture of SE Asia: Vietnam	HIST 11	TBD	TBD	TBD	TBD	25-35
History	History and Culture of Eastern Asia	HIST 12	TBD	TBD	TBD	TBD	25-35
History	20th Century American Protest Movement	HIST 18	TBD	TBD	TBD	TBD	25-35
History	Current World Problems	HIST 38	TBD	TBD	TBD	TBD	25-35
History	History of Soviet Russia: 1917 - Present	HIST 39	TBD	TBD	TBD	TBD	25-35
History	History and Culture of the Caribbean/Central America	HIST 53A/B	TBD	CoA	TBD	TBD	25-35
History	U.S. Women: A Social History	HIST 21	TBD	BCC	TBD	TBD	25-35
History	History of California	HIST 19	TBD	Laney	TBD	TBD	25-35
History	Twentieth Century America	HIST 15	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Behavioral Health Services	HUSV 117	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Social Work and Human Services	HUSV 118	TBD	TBD	TBD	TBD	25-35
Human Services	Intro to Social Work and Human Services	HUSV 121					
Humanities	Human Values	HUMAN 2	TBD	TBD	TBD	TBD	25-35
Humanities	Popular Culture	HUMAN 15					
Humanities	Human Values/ Ethics, Human Values/Aesthetics	HUMAN 30A/B	TBD	TBD	TBD	TBD	25-35
Humanities	Religions of the World	HUMAN 40	TBD	TBD	TBD	TBD	25-35

Journalism	News Writing	JOURN 21	TBD	TBD	TBD	TBD	25-35
Journalism	Introduction to Journalism	JOURN 55	TBD	TBD	TBD	TBD	25-35
Journalism	Mass Media and Society	JOURN 62	TBD	TBD	TBD	TBD	25-35
Journalism	Social Media for Journalists	JOURN 65	TBD	TBD	TBD	TBD	25-35
Journalism	Multimedia Reporting for Journalists	JOURN 69	TBD	TBD	TBD	TBD	25-35
Kinesiology	Swimming I and II	KIN 1A-B	TBD	TBD	TBD	TBD	20-30
Kinesiology	Aerobic Circuits	KIN 36	TBD	TBD	TBD	TBD	20-30
Kinesiology	Yoga I and II	KIN 51A-C	TBD	TBD	TBD	TBD	20-30
Kinesiology	Cross Fitness I-IV	KIN 54A-D	TBD	TBD	TBD	TBD	20-30
Kinesiology	Strength Training I-IV	KIN 58A-D	TBD	TBD	TBD	TBD	20-30
Kinesiology	Sports Training I – Fundamentals	KIN 67A	TBD	TBD	TBD	TBD	20-30
Kinesiology	Care and Prevention of Athletic Related Injuries	KIN 134	TBD	TBD	TBD	TBD	20-30
Kinesiology	Fitness for Personal Trainers	KIN 140	TBD	TBD	TBD	TBD	20-30
Kinesiology	Personal Trainers Certification Preparation	KIN 141	TBD	TBD	TBD	TBD	20-30
Kinesiology	Intro to Kinesiology	KIN 150	TBD	TBD	TBD	TBD	20-30
Community and Labor Studies	American Labor Movement	LABST 10	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Introduction to Landscape Horticulture w/ Lab	LNHT 1/E	TBD	TBD	TBD	TBD	20-30
Landscape Horticulture	Landscape Design	LNHT 18A/B	TBD	TBD	TBD	TBD	20-30

Landscape Horticulture	Permaculture Design I - IV	LNHT 28A-D	TBD	TBD	TBD	TBD	20-30
Landscape Horticulture	Edible Landscapes	LANHT 76	TBD	TBD	TBD	TBD	20-30
Landscape Horticulture	Permaculture Design I, II, III, IV	LANHT 28A/B/C/D	TBD	TBD	TBD	TBD	20-30
Legal Community Interpreting	Spanish Language Legal Interpretation - Intro, Consecutive, Simultaneous	LCI 201, 202, 203, 204	TBD	TBD	TBD	TBD	20-30
Learning Resources	Professional Skills for Career Technical Students	LRNRE 235	TBD	TBD	TBD	TBD	20-30
Learning Resources	Supervised Tutoring (Non-Credit)	LRNRE 261	TBD	TBD	TBD	TBD	20-30
Learning Resources	English for Life and Career Success	LRNRE 501	TBD	TBD	TBD	TBD	20-30
Mathematics	PreCalculus	MATH 1	TBD	TBD	TBD	TBD	25-35
Mathematics	PreCalculus with Analytic Geometry	MATH 2	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus I, Calculus II, Calculus III, Linear Algebra, Differential Equations	MATH 3 A/B/C/D/E/F	TBD	TBD	TBD	TBD	25-35
Mathematics	Discreet Mathematics	MATH 11	TBD	TBD	TBD	TBD	25-35
Mathematics	Symbolic Logic	MATH 12	TBD	TBD	TBD	TBD	25-35
Mathematics	Intro to Statistics	MATH 13	TBD	TBD	TBD	TBD	25-35
Mathematics	Intro to Statistics	MATH 15	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus for Business and Life/Social Sciences	MATH 16A/B	TBD	TBD	TBD	TBD	25-35
Mathematics	Trigonometry	MATH 50	TBD	TBD	TBD	TBD	25-35
Mathematics	Elementary Algebra	MATH 201	TBD	TBD	TBD	TBD	25-35
Mathematics	Geometry	MATH 202	TBD	TBD	TBD	TBD	25-35

Mathematics	Intermediate Algebra	MATH 203	TBD	TBD	TBD	TBD	25-35
Mathematics	Pre-Prob & Statistics	MATH 206	TBD	TBD	TBD	TBD	20-30
Mathematics	Elementary Algebra (Lab)	MATH 210 A-D	TBD	TBD	TBD	TBD	25-35
Mathematics	Support for Statistics	MATH 213	TBD	TBD	TBD	TBD	25-35
Mathematics	Support for Pre-Calculus	MATH 215	TBD	TBD	TBD	TBD	25-35
Mathematics	Elementary and Intermediate Algebra for Business or STEM majors	MATH 230 (hybrid)	TBD	TBD	TBD	TBD	20-30
Media	Virtual Production L	MEDIA 44A/B	TBD	TBD	TBD	TBD	20-30
Media Communications	XR: Virtual Reality	MEDIA 70	TBD	TBD	TBD	TBD	20-30
Media	Acting, Directing for the Camera	MEDIA 101A/B	TBD	TBD	TBD	TBD	20-30
Media	Broadcast Journalism	MEDIA 102A/B/C/D	TBD	TBD	TBD	TBD	20-30
Media	Beginning Digital Video Production	MEDIA 104A/B	TBD	TBD	TBD	TBD	20-30
Media	Making Documentaries	MEDIA 120	TBD	TBD	TBD	TBD	20-30
Media	Music Video Production	MEDIA 122	TBD	TBD	TBD	TBD	20-30
Media	After Effects: Motion Graphics for Video, Broadcast and Digital Cinematography	MEDIA 140	TBD	TBD	TBD	TBD	20-30
Media	Making Podcasts–The New Wave of Broadcasting	MEDIA 151	TBD	TBD	TBD	TBD	20-30
Medical Assisting	Introduction to Medical Assisting	MEDAS 101A	TBD	TBD	TBD	TBD	20-30
Medical Assisting	Clinical Medical Assisting	MEDAS 102A	TBD	TBD	TBD	TBD	20-30
Medical Assisting	Introduction to Medical Assisting	MEDAS 201A	TBD	TBD	TBD	TBD	20-30

Medical Assisting	Medical Assisting: Clinical Application	MEDAS 201B	TBD	TBD	TBD	TBD	20-30
Medical Assisting	Medical Assisting: Office Administration	MEDAS 201D	TBD	TBD	TBD	TBD	20-30
Mexican / Latin American Studies	Latin-American Folklore	M/LAT 2A/B/C	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin American/Chicano Authors	M/LAT 3	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Racism in the United States	M/LAT 6 (also AFRAM 19, ASAME 19, or NATAM 19)	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	United States Relations with Mexico and Latin America	M/LAT 12	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	History and Culture of the Caribbean and Central America	M/LAT 18A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of the Mexican-American	M/LAT 19	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Psychology of Latinas and Latinos	M/LAT 23	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Third World through Films	M/LAT 28	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin-American Films	M/LAT 30A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Chicana/Latina Women	M/LAT 31	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	African Heritage of Latin America	M/LAT 32	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Introduction to Chicana/o and Latina/o Studies 3	M/LAT 33	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of Latinos in the United States: 1800 to Present	M/LAT 34	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Women of Color	MLAT 35	TBD	TBD	TBD	TBD	25-35
Multimedia Arts	Introduction to Digital Art	MMART 3	TBD	TBD	TBD	TBD	20-30

Multimedia Arts	Scriptwriting and Storyboarding I , Digital Video Production I, Website Design – Online Games Interactivity	MMART 110, MMART 151A/LA, MMART 164/L, MMART 168/L	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	Media & Communication, Survey of Digital Imaging & Lab, Video Production I	MMART 120, MMART 130/L, MMART 141A	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	From Movies to Multimedia	MMART 122B	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	The Documentary Tradition	MMART 123	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	Game Design	MMART 175B	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	Intro to Digital Art	MMART 3	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	Intro to Web Design	MM/MW 1A/1LA	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Animation and Game Design	Introduction to Game Design	MM/AN 40A	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Digital Imaging	Intro to Digital Illustration	MM/DI 1A/LA	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Digital Imaging	Intro to Photoshop	MM/DI 4/L	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Digital Imaging	Intro to or Immediate 3D Motion Graphics	MM/DI 15A/B	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Digital Imaging	Digital Photography	MM/DI 20A/B/LA	TBD	TBD	TBD	TBD	20-30
Multimedia Arts Video	Social Media Storytelling	MM/VI 16	TBD	TBD	TBD	TBD	20-30
Music	Music History: The Twentieth Century Through the Present	MUSIC 8D	TBD	TBD	TBD	TBD	20-30
Music	Introduction to World Music	MUSIC 9	TBD	TBD	TBD	TBD	20-30
Music	Music Appreciation	MUSIC 10	TBD	TBD	TBD	TBD	20-30

Music	Jazz, Blues and Popular Music in the Amer. Culture	MUSIC 15A/B	TBD	TBD	TBD	TBD	20-30
Native American Studies	Native American Indians in Contemporary Society	NATAM 2	TBD	Laney	TBD	TBD	25-35
Native American Studies	Women of Color	NATAM 35	TBD	TBD	TBD	TBD	25-35
Nutrition or Biology	Nutrition or Biology	NUTR 10 or BIOL 31	TBD	TBD	TBD	TBD	25-35
Photography	Photojournalism I	PHOTO 20	TBD	Laney	TBD	TBD	20-30
Photography	Photographic Art & Design	PHOTO 30A/B	TBD	Laney	TBD	TBD	20-30
Photography	Intro to Digital Photography	PHOTO 70	TBD	Laney	TBD	TBD	20-30
Photography	Introduction to Digital Photography	PHOTO 71	TBD	Laney	TBD	TBD	20-30
Physics	General Physics	PHYS 2A/B	TBD	Merritt	TBD	TBD	25-35
Physics	General Physics	PHYS 3A/B	TBD	Laney	TBD	TBD	25-35
Physics	General Physics with Calculus	PHYS 4A/B/C	TBD	Merritt	TBD	TBD	25-35
Political Science	Government and Politics in the United States	POSCI 1	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Government	POSCI 2	TBD	TBD	TBD	TBD	25-35
Political Science	International Relations	POSCI 3	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Social Movements Since the 1960s	POSCI 11	TBD	TBD	TBD	TBD	25-35
Political Science	Current World Problems or Global Issues	POSCI 20	TBD	TBD	TBD	TBD	25-35
Political Science	Intro to Community Violence Prevention	POSCI 35	TBD	TBD	TBD	TBD	25-35
Political Science	Applied Peacebuilding and Violence Prevention	POSCI 36	TBD	TBD	TBD	TBD	25-35

Psychology	Intro to General Psychology	PSYCH 1A	TBD	TBD	TBD	TBD	25-35
Psychology	Social Psychology	PSYCH 6	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Childhood	PSYCH 7A	TBD	TBD	TBD	TBD	25-35
Psychology	Adolescent Psychology	PSYCH 7B	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Minority Groups	PSYCH 18	TBD	TBD	TBD	TBD	25-35
Psychology	Lifespan Human Development	PSYCH 21	TBD	TBD	TBD	TBD	25-35
Psychology	Abnormal Psychology	PSYCH 24	TBD	TBD	TBD	TBD	25-35
Psychology	Human Sexuality	PSYCH 12	TBD	TBD	TBD	TBD	25-35
Real Estate	Principles of Real Estate	RLEST 2A	TBD	Laney	TBD	TBD	25-35
Real Estate	Real Estate Practice	RLEST 5	TBD	Merritt	TBD	TBD	25-35
Real Estate	Real Estate Economics	RLEST 9	TBD	TBD	TBD	TBD	25-35
Social Science	Intro to Social Justice Studies	SOCSC 10	TBD	TBD	TBD	TBD	25-35
Social Science	Intro to Global Studies	SOCSC 19	TBD	TBD	TBD	TBD	25-35
Sociology	Intro to Sociology	SOC 1	TBD	TBD	TBD	TBD	25-35
Sociology	Social Problems	SOC 2	TBD	TBD	TBD	TBD	25-35
Sociology	Sociology of Women	SOC 3	TBD	TBD	TBD	TBD	25-35
Sociology	Minority Groups	SOC 5	TBD	TBD	TBD	TBD	25-35
Sociology	Crime and Deviance	SOC 8	TBD	TBD	TBD	TBD	25-35

Sociology	Sociology of the Family	SOC 13	TBD	TBD	TBD	TBD	25-35
Spanish	Elementary Spanish	SPAN 1A/B	TBD	Laney	TBD	TBD	25-35
Spanish	Intermediate Spanish	SPAN 2A/B	TBD	Laney	TBD	TBD	25-35
Spanish	Spanish for Bilingual Speakers I and II	SPAN 22A/B	TBD	TBD	TBD	TBD	25-35
Sports Fitness	Cross Fitness I-IV + Strength Training for Sports I-IV	SPFT54 A-D + SPFT59 A-D	TBD	TBD	TBD	TBD	25-35
Theater	Principles and Theory of Improvisation	THART 11	TBD	TBD	TBD	TBD	25-35
Theater	Acting I and II	THART 21-22	TBD	TBD	TBD	TBD	25-35
Women's Studies	Introduction to Women's Studies	WS 1	TBD	TBD	TBD	TBD	25-35
Women's Studies	Feminist Philosophy	WS 35	TBD	BCC	TBD	TBD	25-35
Women's Studies	Women and Cinema	WS 52	TBD	BCC	TBD	TBD	25-35
Wood Technology	Wood Technology I	WDTEC 10/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	Furniture Cabinet Layout	WDTEC 11	TBD	Laney	TBD	TBD	20-30
Wood Technology	Wood Technology II	WDTEC 20/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	Furniture Cabinet Layout II	WDTEC 21	TBD	Laney	TBD	TBD	20-30
Wood Technology	CAD/CAM Techniques in the Cabinet-Making Industry	WDTEC 30	TBD	Laney	TBD	TBD	20-30
Wood Technology	Special Projects	WDTEC 200	TBD	Laney	TBD	TBD	20-30
Wood Technology	Small Yard and Garden Structures	WDTEC 210D	TBD	Laney	TBD	TBD	20-30

EXHIBIT B

COURSE AGREEMENT

COURSE AGREEMENT

for CCAP Courses of the Peralta Community College District

and the Oakland Unified School District

This Course Agreement for CCAP Courses between the Peralta Community College District and the Oakland Unified School District in connection with the *College and Career Access Pathways (CCAP) Partnership Agreement, dated as of* July 1, *2023* is executed between Peralta Community College District and Oakland Unified School District ("Agreement"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the Agreement, the Agreement shall control.

Please read this Course Agreement document carefully as the Course Agreement Meeting will only allot enough time to cover some and not all items listed below.

The Dual Enrollment ("DE")/CCAP Program seeks to:

1. Offer college courses that are free, at the high school, and with **equitable access to all.**
2. Dual Enrollment is not only for those who express readiness for college, but "for students who may not already be college bound or who are underrepresented in higher education" and those "students who struggle academically or who are at risk of dropping out."
3. Provide Oakland youth the opportunity to "try college" in a way that feels **welcoming, supportive, and safe.**
4. Through taking Dual Enrollment, we hope our scholars experience inclusion, develop confidence, see college as a viable and accessible option, and can envision themselves to attend, persist, and graduate.

Thank you for supporting our scholars!

Date of this Course Agreement:	_____
Course Name and Number:	

Days/Times	
Number of educational hours of Course per week & number of weeks (*Note: Courses may end before the end of the high school semester*)	**Hours per Week:** **Number of Weeks:** 17.5 weeks
Days & Times of DE Course	**Days/Times:**
PCCD units offered for Course	**Peralta Units** (and lec/lab hours):

Calendar	
Dates Course will be offered (*start & end dates + holidays*) ***Link to OUSD resources to use for the 2 weeks before Peralta course begins in August!***	**Course First Day:** **Course Last Day:** **Peralta: (Calendar click here)** - First day: - Last day: - Final Exams Week: **OUSD: (Calendar click here)**

	- First day: - Last day: **Holidays: (red highlights = OUSD/PCCD do not match)** **OUSD Holidays:** - **PCCD Holidays:** - ***ATTN HIGH SCHOOLS: Please give a heads up to your instructor of any changed bell schedule days, assemblies, events/field trips, drills, that impact class/attendance.*** **Additional School-Based Days:** - _____ **Other PCCD Dates:** - **Last day to Add/Drop:** - Census Day : - Last day to Withdraw with a "W": - **Last day to request Excused Withdraw via OUSD process:** - **PCCD Final Grades Due** by _____ at the latest by _____ - *Please share a copy of your Final Grades with your school site* **All student enrollment including Adds, Drops, Withdraws, and EWs should be directed to your HS Dual Enrollment Coordinator and Leslie/Fatima. Please communicate any discrepancies in your Peralta Roster to your DEC immediately.*

About the High School	
About the School and its Dual Enrollment Program	Student demographics: - About the school's DE program: - Why this Dual Enrollment course?: - Who are the students taking this DE course? - Grade Level? - New to DE? - Self-selected or assigned into? - IEP or additional modifications?
Staffing Support for Dual Enrollment	**Dual Enrollment Coordinator for School Site** *(student recruitment/enrollment, course issues, intro instructors to HS site, all DE coordination)* Name: Email: Cell Phone: **Point Person for Instructor** *(access to classroom/technology, OUSD attendance)* Name: Email: Cell Phone:

	Student Support (and Canvas Access): Name: Email: Cell Phone:

About the Instructor	
Name of Instructor and Contact Information	**Name of Instructor:** **Email:** **Cell Phone:**
Information about Instructor & Course	**Instructor Background:** - **Instructor's Description of Course:** -

About the Course & Student Supports	
[Optional] If instructor taught DE at the high school before	<table><tr><th>Roses</th><th>Thorns</th></tr><tr><td></td><td></td></tr></table> **Review pass rates:**
Peralta Instruction Fatima Ghatala is available to Peralta Instructors for 1:1 coaching or collaboration or consulting. For example, ideas on how to scaffold a project, pro-tips for teaching high schoolers, etc. fatima.ghatala@ousd.org Recommended article: "To Scaffold or not to Scaffold: Misconceptions About Rigor." Additional Resources: DE Instructor Toolkit (request access)	**Instructional Format & Details:** - Canvas? - Other details: ***[If Virtual course]*** **Instructor's Approach to Online Learning:** - Synchronous or asynchronous? Blended? - Canvas or other? **Instructor's Assignments and Grading:** - Attendance or Participation Policy: - Missing or Late Work Policy: - Final Grade % Breakdown: **Instructors classroom management style:** - Off-task/redirecting - Phone use & headphones
Student Supports [Additional resources below!]	**[For School]** - What are strategies and interventions that work well to support struggling DE students? - Do "grade snapshots" help students navigate the DE course?

	[For Instructor] - What are strategies you use to support students? - Office Hours: **Is there a need for a Peralta-provided tutor?** Virtual or in-person might be possible.
Required Course Materials, Equipment, Textbooks and Supplies (*Provide description of all such items*)	**Course Syllabus** - (Link Here) **Required Course Textbook or Open Source Text:** - **Required Course Materials and/or Equipment:** - **[NOTE] For CTE courses, funding may be available**
Books and Instructional Materials (the total cost of books and instructional materials for school district students participating as part of this CCAP Agreement)	Total Cost:
Number of high school students to be served by Course	Minimum: **30 suggested,** 25 required* **CTE exception: 20*
Max class size	Maximum 34 students (20 for CE)

Additional Student Supports	
Resource Students (IEPs or 504/RSP/DSPS)	**IEPs/RSP/DSPS:** ● High Schools: ○ We encourage you to provide your Peralta instructors with a copy of the IEP summary for students in DE courses *before or at the start of the course*. ○ Introduce your RSP teacher to your Peralta instructor as a point of resource for the identified students ● As a Peralta student, students have full access to Peralta's SAS/DSPS services (CoA, Laney, Merritt, BCC)

Attendance and Grades		
Attendance	**PERALTA**	**OUSD**
	Attendance: ● Peralta does not collect attendance; consider participation points? ● Submit your Census Roster + Attendance Roster by Peralta Due Dates (to Peralta only)	**Attendance:** ● To be submitted on Aeries by the OUSD Point Person only

<table>
<tr><td>Grades</td><td>
<table>
<tr><th>PERALTA</th><th>OUSD</th></tr>
<tr><td>Submitting Grades to Peralta
Final Grades due online to Peralta: within 1 week after course ends
We encourage you to email a copy of the final grade roster ASAP to your school site + leslie.hsu@ousd.org & fatima.ghatala@ousd.org</td><td>Submitting Grades to OUSD :
PCCD Final Grades Due by Friday, Dec 16th or at the latest by Wed., January 4th
SENIOR FINAL GRADES MAY BE NEEDED EARLIER DUE TO SENIORS GRADUATING (HS: please notify instructors of names of seniors ahead of time!)
OUSD may request grade check-ins throughout the semester:
[OUSD 6 week Marking Periods: _____ and _____]
Data shows increased student engagement when students have an idea of their performance /grade. It also allows OUSD to provide timely support, notify families, etc. Providing interim grades is at discretion of instructor.
Peralta instructor does NOT enter grades into OUSD systems</td></tr>
</table>
</td></tr>
<tr><td>Impact on Student's Transcripts & Financial Aid Reminder:</td><td>High School must inform students about the impact of DE courses on student's official college transcript.

Click here for Parent Letter and Financial Aid Breakdown.</td></tr>
</table>

<table>
<tr><th colspan="2">Resources</th></tr>
<tr><td>OUSD resources accessible for high schools and Peralta instructors to use:

OUSD Dual Enrollment Website!</td><td>
<u>FOR THE FIRST 2 WEEKS OF SCHOOL BEFORE PERALTA STARTS</u>
1. Welcome to Course - Template; edit for your course
2. Google Form Survey - Template; Instructor can use to collect student data
3. "How to email for help" template for students
4. Canvas Tutorial Slidedeck
<u>RECRUITMENT:</u>
1. DE Recruitment slidedeck--make a copy & edit
2. Editable Recruitment Flyers for your high school
<u>ENROLLMENT:</u>
1. Steps for Student Enrollment
<u>ORIENTATION:</u>
1. SLIDEDECK FOR DE STUDENT ORIENTATION
Use in the 2 weeks before the instructor arrives and/or on "off days" when the instructor is not present.
<u>CANVAS:</u>
1. Please support students with creating accounts: Canvas & Portal - Guide for STUDENTS, or Canvas Tutorial Slidedeck

<u>PERALTA INSTRUCTOR - OUSD TOOLKIT:</u>
1. Link to OUSD's Dual Enrollment - Instructor Toolkit
2. Peralta Dual Enrollment Coordinator: Johnnie Williams <jwilliams@peralta.edu>
3. Adolescent Brain Development--YouTube video of presentation by CLP for DualE instructors in the region)
4. Does scaffolding = "watering down curriculum"? A very brief introductory article on scaffolding versus rigor. Additional article on "to scaffold or not to scaffold."
5. Do you want to renew your OUSD Email (@ousd.org) account in time for the next semester? Please fill out this OUSD IT Email Renewal Form. For School Site, put "Dual Enrollment - Name of HS." For Title, put "Peralta Instructor." Hit submit then enter Fatima's email for OUSD Manager: fatima.ghatala.@ousd.org.
</td></tr>
</table>

COVID-19 Related Info	
Peralta COVID-19 Student Vaccination Policy	**Click here**
OUSD COVID-19 related Info	**Updates here**

Additional Information	
If this Course is offered as part of a sequence, pathway-aligned program, name the pathway	**Peralta Guided Pathway:** [Instructor--please link to PCCD pathway] **OUSD Pathway:** [School site--please name or link the OUSD pathway]
If the Course has a prerequisite, what is it and who will assess whether the students have satisfied? By which date?	**Prerequisite for Course:** **Measurement:** **By Date:**
Student Learning Outcomes of the Course (*to be determined by PCCD*)	
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance	Rebecca Opsata Vice President of Instruction, Laney College ropsata@peralta.edu Denise Richardson Vice President of Instruction, Merritt College dmjohnson@peralta.edu Maurice Jones Acting Vice President of Instruction, College of Alameda mjones@peralta.edu Kuni Hay Vice President of Instruction, Berkeley City College khay@peralta.edu
Safety Protocols	**Mandated reporting:** • **Instructors**: Please meet with your college dean to ensure you're abreast of Peralta's mandated reporting procedures. As mandated reporters, college instructors must know procedures for reporting suspected abuse, possible self-harm, and other situations where they suspect a student is in danger. We also suggest gaining familiarity with resources such as government agencies, food assistance, and mental health support that are provided by the college • **High Schools**: Please share with your instructor procedures and resources on your campus such as COST/CARE, food assistance, mental health support, etc., as well as who to contact if they believe a dual enrollment student faces immediate harm.

(INSERT SIGNATURE PAGE TO COURSE AGREEMENT)

EXHIBIT C

DATA SHARING AGREEMENT
Between
PERALTA COMMUNITY COLLEGE DISTRICT
And
OAKLAND UNIFIED SCHOOL DISTRICT

This Data Sharing Agreement ("Data Sharing Agreement") is entered into by and between the Peralta Community College PCCD, a California community college district ("PCCD") and Oakland Unified School District, a California K-12 public education school district ("OUSD") as of July 1, 2023, to set forth the roles and responsibilities of the Parties (defined below) related to the sharing by the Parties of certain student Education Records (as defined herein). The purpose of the exchange of Data is to enable each Party to perform audits or evaluations of federal- and state-supported education programs, to enforce or comply with federal legal requirements that relate to those programs, and to facilitate the enrollment of OUSD students in the CCAP Program. The purpose of this Data Sharing Agreement is to document the terms and conditions under which the Parties agree to disclose Data to one another.

I. RECITALS

In order to appropriately serve students who are participating in the Parties' College and Career Access Pathways ("CCAP") partnership program ("CCAP Program") pursuant to an agreement by and between OUSD and PCCD (the "CCAP Agreement"), OUSD and PCCD must provide each other certain student Data, as it is available, to facilitate the CCAP Program and ensure student success.

WHEREAS, the purpose of this Data Sharing Agreement is to set forth the roles and responsibilities of the Parties related to the sharing of student information between the Parties.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purposes stated below.

II. DEFINITIONS

The following capitalized terms when used in this Data Sharing Agreement shall have the meanings ascribed to them, in this Definitions section, unless such term is otherwise expressly defined in this Data Sharing Agreement.

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California and are authorized by law to be closed and (ii) those days, not to exceed eleven (11) in any calendar year, which PCCD and/or OUSD treats as a holidays but would otherwise be Business Days.

"Data" means any digital or hard copy Education Records or other information, whether confidential or publicly available.

"Education Record" shall have the meaning as set forth in 34 C.F.R. § 99.3 and applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a Party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 C.F.R. § 99.3 or applicable state laws.

"Misuse" shall have the meaning as set forth in Section IV.B.2. of this Data Sharing Agreement.

"Party" or "Parties" shall mean either OUSD or PCCD, or both.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 C.F.R. § 99.3.

"Security Breach" shall mean the acquisition, access, use or disclosure of PII in a manner not permitted under this Data Sharing Agreement, FERPA, the California Education Code, the California Information Practices Act, or any other applicable federal and state law which compromises the security or privacy of the subjects of the PII.

Any other capitalized terms used in this Data Sharing Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Data Sharing Agreement by reference, shall have the meaning given to them in this Data Sharing Agreement.

III. TERM AND TERMINATION

A. **Term**. The term of this Data Sharing Agreement shall coincide with the term of the CCAP Agreement, including any extension or early termination thereof.

B. **Termination**. The Parties shall have the right to terminate this Data Sharing Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section VIII of this Data Sharing Agreement at least forty-five (45) calendar days in advance. Each Party reserves its right to terminate this Agreement, and subsequently the CCAP Agreement, should the terminating Party, in its sole discretion, determine that student information has been released in a manner inconsistent with this Data Sharing Agreement, has not been maintained in a secure manner, or that substantially similar Data access has become generally available through any other mechanism.

IV. DATA SHARING

A. The Data to be shared under this Agreement **does** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 ("FERPA") (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemptions:

i. As educational institutions, where the student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (34 C.F.R §§ 99.31(a)(2), 99.34). Prior to such disclosure, the disclosing Party shall either: (1) make a reasonable attempt to notify the parent or eligible student at the last known address, or (2) include a notice in its annual notification that the Party forwards Education Records to other agencies or institutions, that have requested the Education Records, in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.

ii. In connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that related to those programs. (34 C.F.R. §§ 99.31(3), 99.35)

B. OUSD will also seek written consent via as signed Peralta Community College PCCD High School Dual Enrollment Form from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the PCCD. The consent form will identify with specificity the information to be disclosed.

C. **Directory Information**

i. The Data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. C. § 1232g (a)(5). Such information may include the student's:
   - name,
   - address,
   - telephone listing,
   - email address,
   - date of birth,
   - major field of study,
   - participation in officially recognized activities and sports,
   - weight and height of members of athletic teams,
   - dates of attendance,
   - degrees and awards received, and/or
   - the most recent previous educational agency or institution attended by the student.

ii. The Parties understand that the following information is not "directory information" and cannot be disclosed as identifiable information unless an exemption applies under above:
   - place of birth
   - ethnicity or race
   - gender
   - nationality
   - social security number
   - religious affiliation
   - grades or grade point average ("GPA")

iii. Public Notice. Prior to disclosure of directory information, each Party shall give public notice on an annual basis which identifies the categories of such information and the recipient. Parents shall have a reasonable period of time after such notice has been given to inform the other Party that any or all of the information designated should not be released without the parent's prior consent. 20 U.S.C. § 1232g(a)(5); see also Cal. Educ. Code §§ 49061, 49073.

D. **McKinney-Veto Homeless Assistance Act**. Each Party shall not receive identifiable information (directory or otherwise) regarding students who are regarded as "homeless children and youth" under the McKinney-Veto Homeless Assistance Act, 42 U.S.C. § 11434a, unless the Party obtains express written consent from the student's parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:

i. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
ii. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings within the meaning of 42 U.S.C. § 11302(a)(2)(C);
iii. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
iv. migratory children, as such term is defined in 20 U.S.C. § 6399, who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

E. **COPPA**. To the extent a Party shall be obtaining Data directly from students, each Party agrees to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506.

F. **Scope of Data Sharing**

A. Pursuant to the objectives agreed upon in the CCAP Agreement, the following Data will be shared between the Parties in order to carry out the Parties' responsibilities pursuant to that CCAP Agreement in compliance with all state and federal laws. The Parties represent and warrant that only the information listed below shall be shared between the Parties.

a. Student registration Data
b. Course enrollment Data
c. Grades earned Data
d. Transcript Data
e. Fees Data

G. **Data Use**

i. **Use**. Each Party agrees to use the Data disclosed by the other Party pursuant to this Data Sharing Agreement only for the purposes expressly set forth herein, shall obtain access to those Education Records in which it has a legitimate education interest and for no other purposes and only as permitted by federal and state law and regulation.

ii. **Misuse**. The Parties acknowledge and agree that the acts set forth below constitute, either singularly or collectively, "Misuse" under this Data Sharing Agreement. The Parties agree that the acts below shall not be construed to limit either Party with respect to a determination of any other acts which may constitute Misuse and which may not otherwise be included in this section. The Parties shall not engage in any of the following acts:

a. Access or use Data for reasons other than those set forth in this Data Sharing Agreement;
b. Access or use Data in violation of any applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or Data protection laws, rules, regulations or directives;
c. Access or use Data for any unauthorized, fraudulent or malicious purpose; and
d. Access or use of Data in a manner that could damage, disable, overburden or impair the Parties so as to diminish or destroy their ability to provide services to OUSD students.

H. **Breach**

The Parties agree that in the event of a security breach, or what appears to that Party to be the likelihood of a security breach, they will act in conformance with the following:

i. If PCCD believes that there has been a security breach of any Data that includes Data that as provided by OUSD, PCCD will promptly, but in no event more than twenty-four (24) hours, report to OUSD any incidents, in detail, of any Data received from OUSD, whose confidentiality has been breached or believed to have been breached. PCCD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide OUSD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of OUSD relating to such an occurrence.
ii. If OUSD believes that there has been a security breach of any Data that includes Data that as provided by PCCD, OUSD will promptly, but in no event more than twenty-four (24) hours, report to PCCD any incidents, in detail, of any Data received from PCCD,

whose confidentiality has been breached or believed to have been breached. OUSD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide PCCD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of PCCD relating to such an occurrence.

iii. The Parties agree that in the event of a security breach, the Party whose system was the subject of the security breach shall follow the requirements set forth in the State Administrative Manual and shall work with the other Party whose Data was breached to provide any notification that may be necessary pursuant to Cal. Civ. Code § 1798.29.

V. RESPONSIBILITIES AND RIGHTS OF THE PARTIES

A. **Compliance**. Each of the Parties' employees, contractors, and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the Data shared under this Agreement. The Parties agree to obtain an appropriate confidentiality commitment from each employee, contractor, or agent with access to Data pursuant to this Data Sharing Agreement. Nothing in this paragraph authorizes sharing Data provided under this Data Sharing Agreement with any other entity or for any purpose other than completing the Parties' work under this Data Sharing Agreement.

B. **Prohibited Disclosure.** The Parties agree to block access to or to prevent re-disclosure of any Data received from the other Party pursuant to this Data Sharing Agreement. The Party receiving the Data shall not disclose any Data obtained under this Data Sharing Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The recipient may publish results of general information (e.g., scope of participation), but specifically agrees to delete any Data items that include identifiable student information and to require all employees, contractors, and agents of any kind to also abide by this paragraph.

C. **Subcontractors**. Each Party must obtain prior approval in writing of any third-party, including subcontractors, who may have access to students' Education Records in order to assist the Parties in the performance of their obligations under the CCAP Agreement. Such approval shall be requested in advance and provide the other Party with:

i. A copy of the proposed subcontract, which subcontract must contain an agreement to comply with FERPA, as applicable, and the confidentiality obligations set forth herein;
ii. Background information about the subcontractor and its executives; and
iii. Any other information reasonably requested by the other Party.

The Parties shall ensure that any such third-parties or subcontractors that create, receive, maintain, or transmit Data on behalf of a Party agree to the same restrictions, conditions, and requirements that apply to the Parties with respect to such information.

D. **Storage.** Each Party represents that it will use, collect, store, transmit and manage the Data disclosed to it by the other Party in accordance with federal and state laws. All copies of the Data of any type, including any modifications or additions to Data from any source that contains information regarding individual students, are subject to the provisions of this Data Sharing Agreement in the same manner as the original Data. The ability to access or maintain Data under this Data Sharing Agreement shall not, under any circumstances, transfer from the Parties to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of the Parties. Data from the Parties shall not be taken outside the United States.

E. **Data Transfer.** Data provided under this Data Sharing Agreement shall be transferred via a secure and private channel.

F. **Destruction of Data.** The Parties shall destroy all Data provided pursuant to 34 C.F.R. § 99.31(a)(3), and provide verification in writing of the destruction of all copies of the Data obtained under this Data Sharing Agreement within six (6) months if this Agreement is terminated for any reason. All Data no longer needed shall be destroyed or returned to the disclosing Party in compliance with 34 C.F.R. § 99.35(b)(2). The Parties agree to require all employees, contractors, or agents of any kind to comply with this provision.

G. **Data Requests.** The Parties may decline to comply with a request if it determines that providing the Data requested would not be in the best interest of the disclosing Party. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the Data is requested. Data requests may be submitted in writing by post, electronic mail, or facsimile.

H. **Distribution.** The Parties will provide each other with an electronic copy of the final versions of any and all reports or other documents based on the Data obtained through this Agreement (if applicable). The Party who owns the Data, reserves the right to distribute and overwise use the final report and associated documents in its discretion, in sum or in part. The other Party or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the owning Party and the owning Party's approval is first obtained.

VI. INTELLECTUAL PROPERTY

At all times, the Parties maintain sole ownership over their own respective Data. The Parties agree that they do not establish any ownership over the other Party's Data received pursuant to this Data Sharing Agreement and that they will not contact any individuals whose Data has been disclosed. A Party shall not publish any work based on the Data obtained from the other Party without the prior written consent of the disclosing Party. In order to protect the confidentiality of previously identified directory information disclosed to a Party, the authorized representatives agree to provide to each other, for the other Party's review at least thirty (30) days prior to publication or presentation, any proposed publications or presentation which are to make public any findings,

Data, or results based on the Data obtained through this Data sharing Agreement. Each Party reserves the right to withdraw its consent at any time.

VII. GENERAL TERMS AND CONDITIONS

A. Representation, Warranties and Covenants of the Parties

i. **Relationship of the Parties**. The Parties are acting as independent organizations under this Data Sharing Agreement for the purposes as set forth in the Recitals. PCCD is neither an employee, subcontractor, nor an agent of OUSD. PCCD shall have no right or authority to enter into agreements on behalf of or otherwise bind, OUSD, and OUSD shall have no right to enter into agreements on behalf of or otherwise bind PCCD. OUSD is neither an employee, subcontractor, nor an agent of PCCD. OUSD shall have no right or authority to enter into agreements on behalf of or otherwise bind PCCD, and PCCD shall have no right to enter into agreements on behalf of or otherwise bind OUSD.

ii. **Due Authorization**. Each of the Parties represents and warrants that (i) it has all requisite power, authority and capacity to enter this Data Sharing Agreement and to perform its obligations herein, including all approvals and consents required from any other person or governmental authority; and (ii) this Data Sharing Agreement constitutes a valid, legally binding Data Sharing Agreement of such Party, enforceable against such Party in accordance with its terms.

iii. **Covenant of Further Assistance**. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Data Sharing Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request and to which the recipient of the request has no reasonable objection.

iv. **Data Security**. Each Party agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect the Data provided herein and exchanged hereunder from unauthorized disclosure or acquisition by an unauthorized person. shall maintain their records and systems.

B. **Waiver**. No verbal or implied waiver of any breach of any provisions of this Data Sharing Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Data Sharing Agreement. Any waiver by either Party must be in writing and delivered to the other Party.

C. **Applicable Law**. This Data Sharing Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. Should

any litigation be commenced between the Parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

D. **Counterparts**. This Data Sharing Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Data Sharing Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties have fully executed a counterpart of this Data Sharing Agreement.

E. **Entire Agreement**. This Data Sharing Agreement, along with the CCAP Agreement, constitute the entire agreement between the Parties with regards to Data sharing and supersedes all prior discussions, negotiations, whether oral or written. This Data Sharing Agreement may be amended or modified only by a written instrument executed by both Parties.

F. **Construction of Data Sharing Agreement**. Both Parties have participated in the negotiation and drafting of this Data Sharing Agreement. Therefore, the terms and conditions of this Data Sharing Agreement shall not be construed against either Party as the drafting Party.

G. **Signature Authority.**. Each Party has the full power and authority to enter into and perform this Data Sharing Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Data Sharing Agreement.

H. **Survival**. Sections II, IV.B-C, V, VI, and VII of this Data Sharing Agreement shall survive termination of the Data Sharing Agreement.

I. **Severability**. If any part of this Data Sharing Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Data Sharing Agreement will remain in full force and effect.

VIII. NOTICE

Any request, notice or other communication by either Party shall be given in writing and by e-mail and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Title: Tina Vasconcellos, Associate Vice Chancellor, Educational Services Email: tvasconcellos@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: Fax: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Vanessa Sifuentes Title: Network Superintendent, High School Linked Learning Office Email: vanessa.sifuentes@ousd.org Mailing Address: 1011 Union St., Suite 912 Oakland, CA 94607 Telephone: 510.579.2022 Fax: 510-879-4112 With a copy to: Joshua Daniels Title: Office of General Counsel Email: ousdlegal@ousd.org Mailing Address: 1011 Union St. Oakland, CA 94607

The Parties may change the address and contact information for notices by providing written notice in the aforesaid manner.

[Signature Page to Follow]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

PERALTA COMMUNITY COLLEGE DISTRICT

By: Jannett Jackson (Nov 8, 2023 23:57 PST)

Print Name: Jannett N. Jackson, PhD

Title: Interim Chancellor

Date:

OAKLAND UNIFIED SCHOOL DISTRICT

By: Sondra Aguilera

Print Name: Sondra Aguilera

Title: Chief Academic Officer

Date: 5/26/2023

By:

Print Name: Dr. Kyla Johnson-Trammell

Title: Secretary, Board of Education

Date: 6/22/2023

Mike Hutchinson, President, BOE
6/22/2023

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

By: Carrie M. Rasmussen

Print Name: Carrie Rasmussen

Date: May 25, 2023

[Signature Page to Data Sharing Agreement]

EXHIBIT D

DUAL ENROLLMENT FORM

Peralta Community College District
High School
CCAP Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Peralta Community College District's (PCCD) High School Dual Enrollment Program is designed for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

High school students enrolling in a college level course must meet course requirements. The student must follow all the regulations and policies of the college, including adhering to any prerequisite requirements.

Dual Enrollment high school students are exempted from paying the California Community College enrollment fees and all other fees. ***High school students enrolled in more than 15.0 units per semester are required to pay enrollment and all other mandatory fees.*** (See the current PCCD class schedule for current fees.)

By signing the High School CCAP Dual Enrollment Form, the student's parent/guardian is indicating agreement with, and giving consent for, their student's participation in any of the courses offered at the student's high school, another high school, or at any of the four Peralta Community College District colleges (Berkeley City College, College of Alameda, Laney College and Merritt College). This applies to the years the student is enrolled in any of the Oakland Unified School District high schools.

CCAP Dual Enrollment college classes are Peralta College (PCCD) classes. The grade received will appear on the student's official PCCD college transcript and the student's high school transcript. The grade received will be part of the student's permanent college transcript, even if they transfer. The grade will count toward financial aid eligibility should the student decide to attend a PCCD college or another institution of higher education.

Steps to Enroll in the High School Dual Enrollment Program:

1. Go online to Peralta.edu and click "Apply and Enroll" to complete a Peralta Admission application.
2. Consult your high school counselor to find out which Dual Enrollment course(s) are being offered and choose the course you would like to take.
3. Get your parent/guardian's approval to enroll in a college class and have them sign this form (this is only done once during your high school career.)
4. Complete the rest of the section "High School Student's Information."
5. If the CCAP DE course has a pre/co-requisite, follow the instructions to seek eligibility.
6. Review your rights with respect to your education records and disclosures of information at http://web.peralta.edu/admissions/official-transcript-request/verificationsrelease-of-information/ferpa-2/.
7. If you would like your parent to be able to conduct business for you or request information on your behalf complete the Authorization for Release of Student Records form.
8. Submit your Dual Enrollment Form by the deadline to an approved high school official who is managing college courses on your high school campus.

Units earned will be granted as college credit. It is the high school district's prerogative to grant high school credit for courses taken in the Peralta Colleges. The Peralta District's Office of Institutional Research will send grades data to the Oakland Unified School District upon completion of each semester.

Peralta Community College District
High School
CCAP Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Please complete all sections below. You can type your responses (including all signatures). If writing, please write legibly.

➔ ***By signing below you are agreeing to follow Peralta's policies and procedures, and that you understand you are taking a college course through the Peralta Community College District and Oakland Unified School District's CCAP Dual Enrollment program.***

Peralta ID # OR Peralta Application Confirmation #: _____ **H.S. Grade Level:** _____

High School Student's Information (All sections required)

Student's Name: _____
Last Name *First Name* *M.I.*

Date of Birth: _____

Mailing Address: _____
Street *City, State* *Zip*

Phone #: _____ **Email Address:** _____

H.S. Student's Signature: _____ **Date:** _____

I hereby certify that I am the parent/guardian of the above-named student and I am in agreement with, and give my consent for, their participation in any Peralta College CCAP Dual Enrollment course during the years my student is enrolled in an Oakland Unified School District high school.

➔

I have read and understand the steps for Dual Enrollment. I hereby authorize the Oakland Unified School District to release my student's educational records to Peralta Community College District. I hereby authorize Peralta Community College District to release my student's educational record to the Oakland Unified School District.

Parent or Guardian's Signature: _____ **Date:** _____

High School Authorization

Permission is granted for the above-named student to enroll in courses at: **All Peralta Colleges**

High School Currently Attending: _____

HS Counselor (or Designee) Name: _____

HS Counselor (or Designee) Signature: _____ **Date:** _____

Board Office Use: **Legislative File Info.**	
File ID Number	22-1531
Introduction Date	6/29/22
Enactment Number	22-1302
Enactment Date	6/29/2022 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College and Career Readiness
Leslie Hsu, Manager, Dual Enrollment

Meeting Date June 29, 2022

Subject Amendment No. 3 to College and Career Access Pathway (CCAP) Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Ask of the Board Approval by the Board of Education of Amendment No. 3 to the College and Career Access Pathway Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD).

Background On June 5, 2019, the Board approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges, and OUSD together. The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1 and June 16, 2021 by Amendment #2. The CCAP Amendment #2 expires on June 30, 2022 therefore OUSD and PCCD mutually agreed to extend the agreement, for one year, through June 30, 2023.

Discussion Students from the lowest income families are still seven times less likely to earn a bachelor's degree than their peers from the highest income families, and in the last decade the college graduation rate gap between white and underrepresented students closed by less than one percent.[1] At the same time, college costs and loan borrowing have increased substantially, creating what some refer to as a student loan debt crisis.[2]

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[1] Education Trust: https://edtrust.org/issue/completion-success/.

[2] https://www.nbcnews.com/news/us-news/student-loan-statistics-2019-n997836

* Based on estimates of what students would have to pay in fees/tuition, room/board, and health insurance at a University of California (UC).

Dual Enrollment has the potential of making the high school experience more attractive to students and parents by offering college courses during the school day, helping them save time, money and become more competitive and ready for college and their future career. Nearly all high schools have made changes to their bell schedules (7 and 8 period days) to provide more opportunities to integrate Dual Enrollment courses into the school day, offering students greater access to college courses as part of the high school program of study.

By bringing the college experience to students, at no-cost, and providing support for them to succeed, we can begin to address the college access, affordability and completion issues that have been pervasive for too long.

While there is no single solution to closing the opportunity gap, Dual Enrollment has begun to address how we as a system, together with our Peralta partners, can address barriers that have historically prevented underrepresented students from advancing their college, career, and life dreams.

Since 2015, through the generous support of Measure N, over 7,000 students have participated in over 500 Peralta College Dual Enrollment courses and on average, 80% of students have passed with a C or higher, earning both college and high school credit at no-cost to the student. All OUSD high schools have participated in Dual Enrollment, offering courses that are integrated into career pathways and/or to prepare students to be college ready through UC/CSU transferable courses, and provide students with critical college and career readiness skills. Based on courses taken since 2015, Dual Enrollment courses have collectively saved OUSD students and families over $20 million in future college costs and provided first generation students a gateway into college.

Fiscal Impact

Dual Enrollment offers both PCCD and OUSD opportunities to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

The CCAP Agreement has negotiated language around costs if school sites do not meet the enrollment minimums set by PCCD, which are 25 (20 for Career Technical Education courses) students or more in each Dual Enrollment class. These costs are embedded in the school's budget and are considered during the budget development process at school sites. During the 2022-23 school year, OUSD should not incur any direct costs associated with offering Dual Enrollment courses for underenrollment. During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials and staffing to successfully support students to complete courses. In some cases, Peralta can leverage funds to support the costs associated with course materials for CCAP courses.

Attachment(s)

- Amendment No. 3 to College and Career Access Pathway Partnership Agreement
- Amendment No. 2, Enactment #21-1029
- Amendment No. 1, Enactment #20-1134
- Original Agreement, Enactment #19-0916

Amendment #3 to College and Career Access Pathways (CCAP)
between
Peralta Colleges
and
Oakland Unified School District

Background

On June 5, 2019, the Board of Education ("Board") of the Oakland Unified School District ("School District" or "OUSD") approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges (together, "PCCD"), and OUSD together, the "Parties"). The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1 and June 16, 2021 by Amendment #2. The term "Agreement" shall reference the Original Agreement as amended by Amendment #1 and Amendment #2.

Amendment #3

This Amendment #3 to the Agreement amends the Agreement as set forth below.

1. This Amendment No. 3 to the Agreement, as well as Amendment No. 1 and No. 2, and the Agreement, constitute the entire understanding and agreement between the Parties. The Agreement is amended as set forth in paragraph numbers 2 to 3 below.

2. Paragraph 33 of the Agreement is amended to read: "All Course Agreements may include an online/distance learning model in which students and instructors engage through electronic devices. OUSD and PCCD shall notify the other of any COVID-19 related requirements impacting staff or students, such as vaccination, testing, or masking requirements, while planning for Courses and when such requirements are modified. OUSD and PCCD shall coordinate the timely communication and implementation of any such requirements. If a Course is held at OUSD, OUSD shall be responsible for providing notice to its personnel and students and PCCD Instructors of the requirements and their respective obligations with regards to all specific health and safety protocols related to the Course or being present on OUSD property in compliance with all Orders (defined below) related to the COVID-19 pandemic, for enforcing compliance with those protocols and for safeguarding the health and safety of personnel, students and all others present on its campuses. Without limiting the foregoing, OUSD shall be responsible for implementing any and all cleaning and other safety and health measures required or recommended by any applicable orders or directive of any applicable governmental entity (including the City, County, State, and/or the Federal Government, including its associated agencies such as the Center for Disease Control) to ensure that OUSD premises and campus operations are safe for use and occupancy by its staff, students, and PCCD Instructors and to protect against COVID-19 exposure and transmission."Coronavirus ("COVID-19") pandemic.

3. The last sentence of Paragraph 2 shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect June 30, 2023, unless otherwise terminated by the Parties in the manner described herein."

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

OAKLAND UNIFIED SCHOOL DISTRICT	PERALTA COMMUNITY COLLEGE DISTRICT
By: _____	By: _____
Name: Dr. Kyla Johnson-Trammell	Name: Dr. Jannette Jackson
Superintendent	Interim Chancellor
Date: 6/30/2022	Date: _____
By: _____	By: _____
Name: Dr. Gary Yee	Name: Dr. Stephanie Droker
Board President	Interim Deputy Chancellor
Date: 6/30/2022	Date: _____

Approved as to form by OUSD Attorney Carrie M. Rasmussen, 6/3/2022

Board Office Use: **Legislative File Info.**	
File ID Number	21-1417
Introduction Date	6/16/21
Enactment Number	21-1029
Enactment Date	6/16/2021 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College and Career Readiness
Jenine A. Lindsey, Executive Director Labor Relations & ADR
Leslie Hsu, Manager, Dual Enrollment

Meeting Date June 16, 2021

Subject Amendment No. 2 to College and Career Access Pathway (CCAP) Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Ask of the Board Approval by the Board of Education of Amendment No. 2 to the College and Career Access Pathway Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD), for the latter to provide AB 288 pathway courses, as defined, to high school students of the District. All other terms and conditions of the Agreement remain in full force and effect.

Background On June 5, 2019, the Board approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges, and OUSD together. The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1. The CCAP Amendment #1 expires on June 30, 2021 therefore OUSD and PCCD mutually agreed to extend the agreement, for one year, through June 30, 2022.

Fiscal Impact Dual Enrollment offers both PCCD and OUSD opportunities to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

The CCAP Agreement has negotiated language around costs if school sites do not meet the enrollment minimums set by PCCD, which are 25 (20 for Career Technical Education courses) students or more in each Dual Enrollment class. These costs are

embedded in the school's budget and are considered during the budget development process at school sites. During the 2021-21 school year, OUSD will not incur any direct costs associated with offering Dual Enrollment courses for underenrollment. During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials and staffing to successfully support students to complete courses

Attachment(s)

- CCAP Amendment Agreement

Amendment #2 to College and Career Access Pathways (CCAP)
between
Peralta Colleges
and
Oakland Unified School District

Background

On June 5, 2019, the Board of Education ("Board") of the Oakland Unified School District ("School District" or "OUSD") approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges (together, "PCCD"), and OUSD together, the "Parties"). The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1. The term "Agreement" shall reference the Original Agreement as amended by Amendment #1.

Amendment #2

This Amendment #2 to the Agreement amends the Agreement as set forth below.

A new Paragraph 33 shall be added that reads: "All Course Agreements may include an online/distance learning model in which students and instructors engage through electronic devices.. If a Course is held at OUSD, OUSD shall be responsible for providing notice to its personnel and students and PCCD Instructors of the requirements and their respective obligations with regards to all specific health and safety protocols related to the Course or being present on OUSD property in compliance with all Orders (defined below) related to the COVID-19 pandemic, for enforcing compliance with those protocols and for safeguarding the health and safety of personnel, students and all others present on its campuses. Without limiting the foregoing, OUSD shall be responsible for implementing any and all cleaning and other safety and health measures required or recommended by any applicable orders or directive of any applicable governmental entity (including the City, County, State, and/or the Federal Government, including its associated agencies such as the Center for Disease Control) to ensure that OUSD premises and campus operations are safe for use and occupancy by its staff, students, and PCCD Instructors and to protect against COVID-19 exposure and transmission."

The last sentence of Paragraph 7.C shall be amended to read (with additions noted with underline): "Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days **from the date of Course cancellation or from the date of the Course's scheduled start date, whichever is earlier**."

The last sentence of Paragraph 7.D shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Under AB288, students may receive dual credit at both the K-12 and the college level, as ~~to be~~ determined by the Parties"

The last sentence of Paragraph 7.E shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Faculty shall be physically present in the classroom or

lab or within the line-of-sight of the students**, if the classes are to be held in-person and on-site**."

The following sentence shall be added as the first sentence of Paragraph 7.M: "Each party shall provide personnel services to perform clerical services associated with their respective services."

The last sentence of Paragraph 2 shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect June 30, 2022, unless otherwise terminated by the Parties in the manner described herein."

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

OAKLAND UNIFIED SCHOOL DISTRICT	PERALTA COMMUNITY COLLEGE DISTRICT
By:	By:
Name: Dr. Kyla Johnson-Trammell Superintendent Date: 6/17/2021	Name: Dr. Jannette Jackson Interim Chancellor Date:
By:	By:
Name: Shanthi Gonzales Board President Date: 6/17/2021	Name: Dr. Siri Brown Vice Chancellor, Academic Affairs Date:
	By:
	Name: Royl Roberts Chief of Staff Date:

Approved as to form on May 21, 2021

Board Office Use: **Legislative File Info.**	
File ID Number	20-1397
Introduction Date	6/29/2020
Enactment Number	20-1134
Enactment Date	6/29/2020 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network Superintendent
Leslie Hsu, Manager of Dual Enrollment
Jenine A. Lindsey, Executive Director Labor Relations & ADR

Board Meeting Date June 29, 2020

Subject Amendment to College and Career Access Pathway (CCAP) Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Action Approval by the Board of Education of the Amendment to the College and Career Access Pathway Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD).

Background On May 22, 2019, the Board approved the CCAP between OUSD and PCCD. The CCAP expired on June 30,2020, therefore OUSD and PCCD mutually agreed to extend the agreement, for one year, through June 30, 2021.

Fiscal Impact Dual Enrollment offers both PCCD and OUSD opportunities to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

The CCAP Agreement has negotiated language around costs if school sites do not meet the enrollment minimums set by PCCD, which are 25 (20 for Career Technical Education courses) students or more in each Dual Enrollment class. These costs are embedded in the school's budget and are considered during the budget development process at school sites. During the 2020-21 school year, OUSD will not incur any direct costs associated for offering Dual Enrollment courses for under

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

Attachment CCAP Amendment Agreement

Legislative File 20-1397

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

Background

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

Amendment

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

1. This Amendment No. 1 to the Agreement, as well as the Agreement, constitutes the entire understanding and agreement between the Parties. The Agreement is amended as set forth in paragraph numbers 2 to 4 below.

2. **The Agreement shall be amended to include the following provision in light of the recent Coronavirus ("COVID-19") pandemic and related "Shelter in Place Order" enacted by Alameda County Office of Public Health and the State of California.**

   All Course Agreements shall include an online/distance learning model in which students and instructors engage through electronic devices.

3. Exhibit A, Section 1 should name School District Representative as Lucia Moritz, High School Network Superintendent, lucia.moritz@ousd.org, 510-879-4118, 1000 Broadway, Suite 440, Oakland CA 94607

4. From page 7 of the original CCAP agreement, the State allocation for Dual Enrollment and all Special Populations has increased to the following:

Per PCCD enrollment management guidelines and collective bargaining agreement, the minimum enrollment per Course is 25 students (20 for Career Education). Once a Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course

Agreement; provided, however, that if the number of students actually enrolled in a Course is less than 25 students (or 20 for CE), PCCD has the option to cancel the Course OR the High School Site/School District will pay the cost associated with the difference between the minimum number (i.e., 25 or 20) and the actual number of students in the Course.

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

Units per Class	Number of weeks/semester	FTES calculation	Peralta Revenue per FTES	Per student revenue needed
0.5	17.5	0.02	$5,804	$116.08
1	17.5	0.03	$5,804	$174.12
2	17.5	0.07	$5,804	$406.28
3	17.5	0.10	$5,804	$580.40
4	17.5	0.13	$5,804	$754.52
5	17.5	0.17	$5,804	$986.68

This cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course. Compensation would be calculated by multiplying the number of students under 25 in the Course by the above per student revenue based on the Course's number of units. This factor shall increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD shall inform School District of the COLA adjustment in writing at the start of each semester if such an increase occurs. For example, for 2020-21 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of $5,804.00. In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be $3,772.60.

The above cost schedule is subject to change pending State and PCCD policies, guidelines and costs. Notice of any such changes must be provided to School District no later than sixty (60) days prior to the start of the applicable semester. Invoices for under-enrolled Courses shall be provided to School District no later than four (4) weeks from the census date for the applicable semester. Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days.

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

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Kyla Johnson-Trammell
Superintendent

Date: 6/30/2020

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Frances L. White, Ph.D.
Interim Chancellor (*Authorized Agent*)

Date: _____

By:_____
Vice Chancellor of Academic Affairs

Date: _____

Approved as to Legal Form for the Oakland Unified School District:

By: _____

Name: Joshua R. Daniels

Date: June 28, 2020

Approved as to Legal Form for the Peralta Community College District

By:_____

Name: _____

Date: _____

Peralta Community College District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

Oakland Unified School District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT AND
THE
OAKLAND UNIFIED SCHOOL DISTRICT

This College and Career Access Pathways (CCAP) Partnership Agreement ("Agreement") is between the Peralta Community College District on behalf of its community colleges (together, "PCCD") and Oakland Unified School District ("School District"). This Agreement is dated as of _____, 2019 (the "Effective Date").

RECITALS

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

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

WHEREAS, California Assembly Bill 288, which was enacted on January 1, 2016 and added to the California Education Code as Section 76004, ("AB288"), allows community college districts and high school districts to collaborate "for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness;"

WHEREAS, given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, PCCD and School District desire to collaborate and provide college credit courses pursuant to AB288 ("Courses") to high school students within School District's geographic boundaries to provide pathways from high school to college that increase student persistence and completion rates at both institutions (the "CCAP Program");

WHEREAS, the Parties desire to enter into this Agreement to comply with the requirements outlined under AB288, memorialize their collaboration for this CCAP Program, set forth their mutual rights and responsibilities and the terms of their relationship and the Courses;

WHEREAS, course instruction shall comply with this Agreement and such other student selection standards, curriculum guidelines, recommendations, policies and procedures required by applicable California law, to the extent they do not conflict with the specific provisions of Education Code Section 76004;

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

WHEREAS, the Parties intend for PCCD to report full-time equivalent students ("FTES") and obtain State of California ("State") apportionment for the Courses in accordance with California Code of Regulations, Title 5 ("Title 5, CCR"), sections 58050, 58051, and 58051.5, along with any other applicable regulations; and

WHEREAS, all Courses shall be offered as face-to-face courses within PCCD's service area and on-line courses are not available under this Agreement; and

WHEREAS, nothing hereunder is meant to preclude the Parties from any benefits under other statutes, as long as those provisions do not conflict with this Agreement or the requirements of AB288.

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. **Outline of AB288; Point of Contact; Recitals.**

   A. Courses offered as part of this Agreement shall be community college courses applicable towards a career in technical education at, or preparation for transfer to a community college, to improve high school graduation rates, or to help high school students achieve college and career readiness. Exhibit A ("Operational Guidelines and Coordination of Responsibilities") to this Agreement, which is hereby incorporated and made a part hereof, specifies additional detail regarding: the total number of high school students to be served and the total number of FTES projected to be claimed by PCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria in assessing the ability of students to benefit from those courses.

   B. The Parties have identified their respective points of contact for this Agreement under Exhibit A, as described in more detail under Section 27 hereof.

   C. The above recitals are incorporated herein and made a part of this Agreement.

2. **Board Approvals; Effective Date and Duration.** As set forth on the signature page, each Party's respective governing board has met and approved this Agreement in accordance with AB288's requirements as set forth in Section 31 hereof and this Agreement must be signed by an authorized representative of each Party. Prior to the commencement of the relationship contemplated by this Agreement, a copy of this signed, board approved Agreement shall be filed with the California Community College Chancellor's Office ("Chancellor's Office") and the California Department of Education. The Chancellor's Office may void this Agreement if it determines that the Agreement does not comply with the requirements of AB288. Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect June 30, 2020, unless earlier terminated by the Parties in the manner described herein.

3. **Student Eligibility**

   A. Eligible students include those who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer,

improving high school graduation rates, and assisting high school students to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificates."

B. Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students (other than those with a non-immigrant status) for tuition purposes are exempt from paying all or part of nonresident tuition. Students must be special admit part-time students who are attending high school in California.

4. **Early Termination.** This Agreement may be terminated by either Party hereto if the other Party fails to comply in a timely manner with any of its obligations hereunder. Termination shall be effective sixty (60) calendar days (or such later time set forth in the notice) after the terminating Party delivers a written notice to the other Party specifically indicating the nature of the breach, if the other Party fails to cure within such timeframe, provided however that this Agreement shall continue in full force and effect with regards to any Course then being taught until the end of such Course, unless prohibited by law.

This Agreement may also be terminated for any reason by either Party. The Party desiring early termination without cause must provide written notice to the other Party so indicating. Termination shall be effective no sooner than the later of (i) thirty (30) calendar days after actual receipt of the written notice or (ii) the end of any Course then being taught. Once this Agreement is terminated, any Courses under this Agreement scheduled for the following semesters shall also be terminated.

5. **Course Agreements; Collaboration.**

A. The Parties acknowledge that, pursuant to AB288, a community college district participating in a CCAP partnership shall not (and PCCD will not) provide physical education course opportunities to high school students pursuant to AB288 or any other course opportunities that do not assist in the attainment of at least one of the goals listed in Section 2(a) of AB288.

B. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B. This Agreement must be referenced in each Course Agreement, and the terms of this Agreement are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to AB288 courses with high school students from School District. The Course Agreements indicate the time, date, location, number of educational hours, PCCD credits offered, number of students, course description, and any other specifics related to each Course and as required under AB288. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency unless approved by School District. ***Except as provided in Section 17 herein, the terms of this Agreement may NOT be modified by a Course Agreement, and any inconsistency between the Agreement and the terms of a Course Agreement shall be resolved in favor of this Agreement.*** Any pre-existing dual enrollment agreements or other dual-enrollment agreements hereinafter executed which are not intended to be AB288 partnership agreements shall remain in full force and effect.

C. While Courses shall be college courses meeting PCCD's course rigors and requirements, PCCD shall work collaboratively with School District's Superintendent or Dual Enrollment administrator to identify possible course offerings and related objectives and outcomes. The Vice President of Instruction at each Peralta College (or their designee) shall be responsible for developing, approving, and implementing CCAP Program Course Agreements and coordinating with School District's Dual Enrollment Administrator. The Vice Chancellor of Student Services shall oversee enrollment of high school students into the Courses and support the School District in a timely manner with any enrollment issues that may arise, including but not limited to Add/Drops and waiving of student fees, as applicable.

6. Certifications for State Apportionment Purposes.

A. Both Parties agree that School District shall not receive a state allowance or apportionment for an instructional activity (e.g. a Course) for which PCCD has been, or shall be, paid an allowance or apportionment.

B. The Parties agree that the attendance of a high school student at a community college as a special part-time or full-time student pursuant to this Agreement is authorized attendance for which PCCD shall be credited or reimbursed pursuant to Education Code Section 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity.

C. The School District certifies, agrees and acknowledges that PCCD will claim State apportionment or allowance for all students enrolled in the Courses under this Agreement.

D. The School District certifies that the direct education costs of the Courses offered as part of this Agreement are not being fully funded through any public or private agency, individual, group or other sources.

E. PCCD certifies that it does not and shall not receive full compensation for the direct education costs of conducting the Courses from any public or private agency, individual, group or other sources.

F. School District certifies and agrees that it shall not receive any reimbursement for the Courses and instructional activities provided under this Agreement.

G. PCCD certifies that any PCCD instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011.

H. School District certifies that no PCCD instructor teaching a Course at a School District high school has displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

I. PCCD certifies that no School District high school teacher teaching a Course offered for college credit at a School District high school has displaced or resulted in the termination of an existing PCCD faculty member teaching the same course at a PCCD college campus.

J. PCCD certifies that the Courses taught hereunder for college credit at a School District high school campus do not reduce access to the same course offered at a PCCD college campus.

K. PCCD certifies that a community college course offered at a PCCD college that is oversubscribed or has a waiting list shall not be offered as a Course hereunder.

L. PCCD certifies that participation in this Agreement is consistent with PCCD's core mission pursuant to Education Code Section 66010.4 and that students participating in the Courses offered pursuant hereto shall not lead to enrollment displacement of otherwise eligible adults at PCCD's colleges, except in instances where the students participating in the Courses offered pursuant hereto are seeking to enroll in a community college course that is required for the student's middle college high school program.

M. The Parties certify that any remedial course taught by PCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of PCCD pursuant to Title 5 CCR Section 58058(b)) at a School District high school shall be offered only to high school students who do not meet their grade level standard in math, English, English as a Second or Other Language or both, based on high school grades or an interim assessment in grade 10 or 11, as determined by the School District and its high schools, and that the delivery of these remedial courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remedial course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation.

N. Each Party certifies that it shall comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Course hereunder offered for high school credit.

For purposes of allowances and apportionments from Section B of the State School Fund, PCCD when conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) of Education Code Section 76004 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school students.

7. Program Requirements.

A. The Courses shall comply with all applicable regulations, procedures, prerequisites and standards applicable to PCCD, and local policies, practices, and requirements of the School District. In the event of a conflict between the policies and requirements of PCCD and School District, the Parties shall make a good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition or instruction of a Course, PCCD's policies and requirements shall control. In the event the educational administrators are unable to resolve the conflict, the Parties shall escalate the issue to the School District and PCCD Representatives (as defined in Section 27 below). All matters shall be resolved in a manner such that this Agreement shall continue to comply with the requirements of AB288 and State apportionment requirements.

B. Set-Aside FTEF Funds for CCAP Courses. PCCD will provide School District Courses in the form of Full Time Equivalent Faculty (FTEF) to the Peralta Colleges no later than February 1 in preparation for the coming school year. FTEF will be provided for the Fall and Spring terms and PCCD will make every effort to maintain the FTEF with the number of courses offered in the prior school year. PCCD shall notify School District by February 1 if PCCD is unable to offer FTEF or unable to offer CCAP courses at the levels requested by School District.

C. Enrollment Period. The enrollment period for all Courses during the 2019-2020, 2020-2021, and 2021-2022 academic years shall be as follows:

[December 1]	School District shall submit all Course requests for the following academic year.
[December 1]	PCCD to confirm and notify School District of CCAP courses to be offered in Spring.
[January 1]	Last date for Spring courses (negotiated the previous year) to be cancelled with no financial repercussions for School District.
[February 1]	School District notified of FTEF allocations for coming school year.
[January 1-May 1 (Fall)] [June 1- December 1 (Spring)]	The period during which Course Agreements are negotiated.
[May 1]	PCCD to confirm and notify School District of CCAP courses to be offered in Fall.
[June 15 (Fall)] [Dec 15 (Spring)]	All Course Agreements are due (signed and fully executed for the next academic year).
[June 1]	Last date for Summer courses to be cancelled with no financial repercussions for School District. All Summer Course Agreements are due (signed and fully executed for the next academic year).
[August 15]	Last date for Fall courses to be cancelled with no financial repercussions for School District.
[One week prior to Census Date]	Dual Enrollment Forms submitted to PCCD.

For example: for Spring semester courses during the 2019-2020 academic year, PCCD shall confirm and notify School District of courses to be offered by December 1, 2019. In special circumstances, a Course may still be requested and approved outside of these deadlines. In such an event, the School District and PCCD will work diligently together to hold the Course within PCCD policies.

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

Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement; provided, however, that if the number of students actually enrolled in a Course is less than 25 students (or 20 for CE), PCCD has the option to cancel the Course OR the High School Site/School District will pay the cost associated with the difference between the minimum number (i.e., 25 or 20) and the actual number of students in the Course.

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

Units per Class	Number of weeks/semester	FTES calculation	Peralta Revenue per FTES	Per student revenue needed
0.5	17.5	0.02	$5,547	$ 110.94
1	17.5	0.03	$5,547	$116.41
2	17.5	0.07	$5,547	$388.29
3	17.5	0.10	$5,547	$554.70
4	17.5	0.13	$5,547	$721.11
5	17.5	0.17	$5,547	$942.99

This cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course. Compensation would be calculated by multiplying the number of students under 25 in the Course by the above per student revenue based on the Course's number of units. This factor shall increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD shall inform School District of the COLA adjustment in writing at the start of each semester if such an increase occurs. For example, for 2018-19 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of $5547.00. In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be $3605.55.

The above cost schedule is subject to change pending State and PCCD policies, guidelines and costs. Notice of any such changes must be provided to School District no later than sixty (60) days prior to the start of the applicable semester. Invoices for under-enrolled Courses shall be provided to School District no later than four (4) weeks from the census date for the applicable semester. Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days.

D. Number of Course Hours Sufficient to Meet the Stated Student Learning Outcomes. PCCD shall determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the learning outcomes, consistent with offerings of the same course at a Peralta College campus. The student learning outcomes and corresponding course hours shall be specified in the related Course Agreement. Under AB288, students may receive dual credit at both the K-12 and the college level, as to be determined by the Parties.

E. Supervision and Evaluation of Students. PCCD shall assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD and School District. The Parties shall take necessary measures to ensure that

different sections of the same Course are taught in a manner consistent with the approved outline of record for the Course, as required by PCCD.

Instruction shall include best practices in teaching and learning and an integrated, outcome-based curriculum and instruction. PCCD and School District shall coordinate to ensure students will receive academic-related support services, such as tutoring, in order to facilitate their success.

Supervision and evaluation of students shall be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5 CCR Sections 58051 and 580056. Student conduct will be governed by both PCCD's Code of Conduct (Administrative Procedure 5500, Board Policy 5500) and any other applicable PCCD policies and procedures and the high school site's Code of Conduct. During each Course, all students shall be under the immediate instructional supervision and control of the PCCD instructor teaching the Course who may be a PCCD part-time faculty member or PCCD contract faculty member. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and shall not have any other assigned duty during the instructional activity. Faculty shall be physically present in the classroom or lab or within the line-of-sight of the students.

F. Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course or late addition to the Course, must be in accordance with PCCD guidelines, policies, pertinent statutes and regulations. Students who withdraw from courses offered as part of this CCAP Agreement will not receive college credit.

G. Grades. Grades earned by students enrolled in Courses offered as part of this CCAP Agreement shall be posted on the official College transcript. Students may submit a request for Pass/No Pass, prior to PCCD's Add/Drop deadline, if the Course is designed as such in the college approved course outline of record.

H. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors, who shall be PCCD faculty members regardless of whether or not the course is offered on site at PCCD or the School District. All instructional activity shall be under the immediate supervision and control of a PCCD instructor who has met the minimum qualifications for instruction in the discipline of the Course at a California community college.

I. Facilities.

i. *Not Open to Public*. Pursuant to Education Code Section 76004(o), PCCD *may* limit enrollment in a Course solely to eligible high school students if the Course is offered at a high school campus of the School District during the regular school day and the Course is offered pursuant to this Agreement.

ii. *Open to Public*. Except as stated in subsection (i) above, all Courses should be open to the general public, to anyone who meets properly established prerequisites or enrollment limitations and must be held at facilities which are clearly identified as

being open to the general public. As such, all Courses held at a School District facility shall be at a time when the facility is open to the public, provided however, the Parties acknowledge and agree that School District may require reasonable sign in and sign out requirements for any person attending a Course at a School District facility. PCCD's policy on open enrollment along with a description of the Course and information about whether the Course is offered for credit and is transferable shall be published in the applicable Peralta College catalogue, schedule of classes and any addenda to the schedule of classes.

If a Course is held at the School District, the School District shall provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. School District agrees to clean, maintain and safeguard School District's premises, including the space provided for Courses, including entries, hallways and restroom facilities. School District warrants that its facilities are safe and compliant with all applicable building, fire and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors shall act in accordance with PCCD's policies, procedures and code of conduct and inform the principal of the applicable school ("School Principal") as soon as reasonably possible. If the Course is held on School District property, School District personnel shall be responsible for the safety of the students participating in the Courses.

J. Equipment. PCCD understands and agrees that under State law, School District K-12 students cannot be assessed fees for equipment, supplies, materials and textbooks, as a condition to participation in educational experiences as a part of their public education. All equipment, textbooks and supplemental supplies and materials required for Courses shall be provided free of charge to School District students. The School District shall bear the cost of such equipment, materials, supplies and textbooks, provided however that, as part of the preparation of each Course Agreement, the Parties shall meet and confer to confirm the requisite materials for said Course. The PCCD instructor shall determine the type, make, and model of all equipment, books and materials to be used during each Course and may use materials and equipment previously purchased for past courses. In determining the type of textbooks to be used in each Course, the instructor may consider purchasing alternatives such as low-cost or no-cost options, book rentals or open educational resources. The signature of the Superintendent of the School District or his/her designee on the Course Agreement is required to bind the School District to pay for the equipment, books, supplies and materials to be used during each Course.

K. Enrollment.

i. **Enrollment Requirements**: Subject to Section 7.I(i), enrollment shall be open to any person who has been admitted to PCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience shall be determined by PCCD. All students must meet the standards and prerequisites of the PCCD.

The School District shall ensure that each student for the Courses has met all of PCCD's admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Dual Enrollment Form. The Dual Enrollment Forms must be delivered to and accepted by PCCD's Admissions

and Records Office. All fees are waived; however the applicant may obtain an AC transit pass and/or health care coverage by paying the applicable fees based on unit enrollment.

For high school students who meet all applicable enrollment requirements, PCCD's Admissions and Records Office shall enroll them into the Courses specified by the School District.

PCCD *may allow* a special part-time student participating under this Agreement to enroll in up to a maximum of 15 units per semester if all of the following circumstances are satisfied:
1. The total units constitute no more than four (4) Courses per semester;
2. The units are part of an academic program that is part of this Agreement; and
3. The units are part of an academic program that is designed to award students both high school diploma and an associate degree or a certificate or credential.

Priority Enrollment. PCCD may assign priority course registration to a student seeking to enroll in a Course that is required for the CCAP Program that is equivalent to the priority assigned to a student attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code Section 76001.

ii. Enrollment and Related Fees. Pursuant to AB288, high school students enrolled in courses offered through this Agreement shall not be assessed or charged a fee prohibited by Education Code Section 49011, including a fee charged to a student or a student's parent or guardian, as a condition for course registration or for textbooks, supplies, materials and equipment needed to participate in the course.

iii. If a special part-time student meets all three of the requirements pursuant to Section 7(J)(i), PCCD must exempt such student from payment of the following community college fees pursuant to the Education Code Section 76004(q):

a. Student representation fee. (Education Code Section 76060.5)
b. Nonresident tuition fee and corresponding permissible "capital outlay" fee and/or "processing fee." (Education Code Sections 76140, 7614, and 76142)
c. Transcript fees. (Education Code Section 76223)
d. Course enrollment fees. (Education Code Section 76300)
e. Apprenticeship course fees. (Education Code Section 76350)
f. Child development center fees. (Education Code Section 79121)

Pursuant to PCCD Board Policy 5030 Student Fees and Education Code Section 76300(f), the enrollment, campus use, and health service fees for students who are special part-time students enrolling under this Agreement (Education Code Section 76001) shall automatically be waived by PCCD. No AC Transit pass shall be provided by PCCD to such students. To ensure that all fees are promptly waived, School District shall provide PCCD's education administrator with a list of all students enrolled in CCAP courses prior to the enrollment deadline. School District shall notify PCCD of any holds on student accounts due to uncleared fees after the enrollment deadline and PCCD shall clear all such holds within forty-eight (48) hours of notification.

L. Student Academic Records; Information Sharing. All student academic records, including permanent records of student attendance, grades and achievement shall be maintained by PCCD.

The School District's Dual Enrollment Administrator may have request, and PCCD shall provide, student information purposes of monitoring student enrollment, identifying student holds and facilitating School District's collaboration with the PCCD Admissions and Records Team. FERPA release of student records is covered on Dual Enrollment Form (see Exhibit E).

School District's requests for student information are limited to the following:

1) Electronic Copies of Course rosters and student grades for CCAP Program courses.
2) Electronic Copies of Unofficial student transcripts for School District students participating in the CCAP Program.

Information sharing between the Parties is governed by the following, along with the Data Sharing Agreement attached hereto as Exhibit C:

i. *Acknowledgement of Receipt of Notice of FERPA Regulations*. PCCD and School District each understand and agree that education records of students enrolled in a CCAP Course and personally identifiable information contained in those education records are subject to the Family Educational Rights and Privacy Act ("FERPA"), including the disclosure provisions of FERPA and California law as set forth in Education Code Sections 49064 and 49076. PCCD and School District each agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to disclose such records except as authorized by applicable law or regulation or by prior written consent of the parent or guardian and student.

ii. *Limitation on Use*. PCCD and School District shall use each student education record that it may receive pursuant to this Agreement solely for the purpose(s) consistent with its authority and role hereunder and in accordance with Federal and California law, as may be applicable.

iii. *Recordkeeping Requirements.* PCCD and School District shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of student education records set forth under FERPA and applicable California law.

iv. PCCD shall provide Course grade roster data for relevant courses (per their Course Agreements) twice per year, following the end of each semester. PCCD shall provide high school transcript and grades data (pursuant to a separate Data Sharing MOU that PCCD and the School District have executed) in bulk to the School District. PCCD shall provide other requested relevant information and data to School District on an as needed basis in a timely manner so as to ensure the goals of the CCAP Program are met. See Exhibit D for such Data Sharing Agreement.

M. Support Services for Students. PCCD shall collaborate with School District to facilitate student success by providing academic support in areas of course-related tutoring and

accommodations. Any office hours shall be provided in accordance with the Peralta faculty contract. Upon identifying themselves to the instructor/PCCD and high school site, students with disabilities shall receive reasonable accommodations for learning through the high school site/district and/or PCCD's Disabled Students' Programs and Services department.

N. Parental Consent. It is the School District's responsibility to obtain, and maintain on file, written parental consent from parents/guardians of students seeking to take Courses under this Agreement.

8. Support Staff. School District shall provide personnel to perform clerical services. PCCD and School District will work together to provide services associated with outreach activities and recruiting students, student supports and other related services as may be necessary. PCCD, through the coordination of the Vice Chancellor of Student Affairs and Vice President of Student Services at each of the colleges (or their designees), will provide access to student support services staff to support interested students in their effort to successfully matriculate to Peralta Colleges and enroll in courses.

9. Instructors.

A. PCCD to Select Instructors.

i. The selection of instructors will follow in accordance with Article 18 of PCCD's applicable collective bargaining agreement. Course instructors shall be faculty of PCCD who meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). As such, these instructors shall be members of the Peralta Federation of Teachers bargaining unit ("PFT") and shall have the full rights and privileges accorded to them thereby, as well as by the Peralta Academic Senate and Education Code. The minimum qualifications shall be consistent with the requirements for other similar courses offered by PCCD and shall be published or otherwise listed by PCCD.

ii. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges, and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses under this Agreement. PCCD shall be the employer of record for purposes of assignment monitoring and reporting to the Alameda County Office of Education. School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates. If selected, such instructors shall also become part-time faculty of PCCD and be members of the PFT as described at the beginning of this Section. For purposes of this Agreement, eligible PCCD instructors and eligible School District teachers who are teaching Courses shall be collectively referred to as "PCCD instructors."

B. Requirements and Evaluation.

i. PCCD shall select and determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction and work in collaboration with School District to provide any requisite professional development activities.

ii. Prior to teaching, faculty provided by the School District shall receive discipline-specific training and orientation from PCCD regarding, but not limited to, course

curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping and other instructional responsibilities. Said training shall be approved by and provided by PCCD.

iii. PCCD Faculty provided by the School District will participate in professional development activities sponsored by PCCD as required by the terms and condition of the contract referenced in Section 9(A(ii) above and shall be encouraged to collaborate to address course content, course delivery, assessment, evaluation and/or research and development in the field.

iv. All faculty performance shall be evaluated by PCCD using the adopted evaluation process and standards for faculty of PCCD.

C. Conduct of Instructors

i. **Child Abuse and Neglect Reporting Act.** PCCD shall comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

ii. **Staff Requirements.** PCCD shall adhere to the following staff requirements and shall provide School District with:

- **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Instructor working with students.

- **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor having contact with School District students under this Agreement. No person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement or otherwise provide services on a School District site. **Drug-Free / Smoke-Free Policy.** PCCD understands that School District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on School District property. PCCD agrees to require its instructors to adhere to this policy.

10. **Program Improvement.** PCCD and the School District may annually conduct surveys of PCCD and School District instructors, principals/administration, student services support staff and participating students, for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this Agreement.

11. **A-G Course Articulation with University of California and California State University.** In order to fulfill the CCAP objective of "improving high school graduation rates" and "increase student persistence and completion rates at both institutions" PCCD will submit A-G course approved lists to the University of California and California State University by the published deadlines so that students at School District may receive "a-g" credit for the college course they complete.

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

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

13. Indemnification.

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

B. PCCD shall defend, hold harmless, and indemnify School District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising from or connected with the performance by PCCD of its responsibilities hereunder and those in connection with the Data Sharing Agreement, that arise or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of School District or its faculty, personnel, independent contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

C. This indemnity provisions shall survive termination of this Agreement, the Data Sharing Agreement, or any related Course Agreement and is in addition to any other rights or remedies that School District or PCCD may have under law and/or otherwise.

14. Insurance Requirements.

A. Each Party shall obtain, pay for, and maintain in effect or self-insure during the life of this Agreement, the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under State law.

B. Each Party's policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this Section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party's coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this Section concerning minimum insurance requirements shall reduce a Party's liability or obligations under the indemnification provisions of this Agreement.

D. The Parties acknowledge that both Parties are permissibly insured or self-insured under California law.

15. **Discrimination and Harassment.** Each Party agrees it shall not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The Parties agree that all students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, military status, gender identity, medical condition (cancer related or genetic characteristic) as defined in Section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or PCCD's applicable board policies.

16. **Entire Agreement.** This Agreement (together with the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or promise made outside those expressly set forth in this Agreement and any related Course Agreement.

17. **Modifications and Amendments.** The provisions of this Agreement, and its exhibits attached hereto, may be modified only by mutual agreement of the Parties reflected in an executed amendment to this Agreement. No Course Agreement can modify the terms of this Agreement, unless expressly indicated in such Course Agreement that it is the intent of the Parties to deviate

from this Agreement and such Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs provided however that such modification shall apply only to the specific Course Agreement. No modification or amendment to this Agreement shall be agreed to or deemed effective to the extent it conflicts with AB288, and no amendment shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought. Except as provided herein above, in the event of a conflict between a Course Agreement and this Agreement, this Agreement shall supersede and control.

18. **Waiver.** Unless otherwise precluded by the terms of this Agreement, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

19. **Assignment.** Neither Party may assign any rights or benefits or delegate any duty under this Agreement without written consent of the other Party. Any purported assignment without written consent shall be void.

20. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any Party to this Agreement.

21. **Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

22. **Notices.** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

23. **Authority to Enter Into Agreement.** Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

24. **Status of the Parties.** Neither Party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other Party. Each Party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this Agreement and any related Course Agreement.

25. **Retention and Audit of Records.** Each Party shall maintain records pertaining to its performance of this Agreement and related Course Agreements as may be required by federal and state law.

Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.

26. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be Alameda County, California.

27. **Points of Contact; CCAP Oversight Committee**. The School District shall name under Exhibit A a senior School District executive to serve as the point of contact to PCCD ("School District Representative") for any issues concerning this Agreement. PCCD shall name a senior PCCD executive under Exhibit A to serve as PCCD's point of contact for any issues concerning this Agreement ("PCCD Representative"). These individuals, or their designees, shall be responsible for monitoring and facilitating the provisions of this Agreement.

The Parties shall maintain a CCAP Oversight Committee (the "CCAP Committee") to provide feedback, evaluation, and recommendations for changes or improvements to this special admit program and for addressing conflicting policies and requirements in order to ensure student success and operational effectiveness. The School District's Dual Enrollment Administrator, PCCD's education administrator (e.g. the Faculty Coordinator), the School District Representative and the PCCD Representative shall be members of the CCAP Committee. The School District Representative and the PCCD Representative may each appoint up to three (3) other members from their respective Parties to serve as members thereof. One of such members to be appointed by the PCCD Representative shall be a PFT representative.

The CCAP Committee shall meet regularly, at mutually agreed upon intervals, but no less than once a month (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the pilot, and other program-appropriate issues or concerns, successes, and recommendations, including whether to extend this Agreement and any changes that should be reflected in any such extension or renewal document.

28. **Reporting Requirements.** In accordance with AB288, PCCD, in conjunction with the School District, shall report annually to the Chancellor's Office all of the following:

1. The total number of high school students by school site enrolled in each CCAP Course under AB288, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws;
2. The total number of community college courses by course category and type and by school site enrolled in by students participating in this CCAP Program,;
3. The total number and percentage of successful course completions, by course category and type and by school site, of students participating in this CCAP Program; and
4. The total number of FTES generated by students participating in this CCAP Program.

School District shall provide all necessary data and assistance requested by PCCD to meet the reporting requirements under this Section 28 and under AB288.

29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The School District verifies that PCCD does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM.

31. **Approval of the Board.** As a condition of, and before commencing, this Agreement, the Board of Trustees of PCCD and the governing board of the School District, (i) at an open public meeting of each board, shall present this Agreement as an informational item; and (ii) at a subsequent open public meeting of each board, shall take comments from the public and approve or disapprove this Agreement. This Agreement shall not be executed until such time as it is approved by the governing board of PCCD and the governing board of the School District.

32. **Notice.** Any notices to be given pursuant to this Agreement shall be given in writing and delivered both by (1) e-mail and (2) delivered personally, or by first class United States mail, postage pre-paid, addressed to the parties at the addresses set forth below or at such other addresses as may be provided by written notice to the other party.

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Siri Brown Title: Vice Chancellor, Academic Affairs Email: sbrown@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: Fax: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Preston Thomas Title: Network Superintendent, High School Linked Learning Office Email: preston.thomas@ousd.org Mailing Address: 1000 Broadway, Suite 600, Oakland, CA 94607 Telephone: 510.579.2022 Fax: 510-879-4112

[Remainder of Page Intentionally Left Blank]

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

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Kyla Johnson-Trammell
OUSD Superintendent

Date: 6/6/19

Aimee Eng 6/6/19
Aimee Eng
President, Board of Education

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Frances L. White, Ph.D.
Acting Chancellor (*Authorized Agent*)

Date: _____

By: _____
Siri Brown, Ph.D.
Vice Chancellor of Academic Affairs
Date: _____

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

By: _____
Name: Amy Brandt, Staff Attorney
Date: 5/31/19

Approved as to Legal Form for the
For PCCD:

By: _____
Name: _____
Date: _____

Peralta Community College District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

File ID Number: 19-0962
Introduction Date: 5/22/19
Enactment Number: 19-0916
Enactment Date: 6/26/19 lf

Oakland Unified School District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

[Signature Page to College and Career Access Pathways (CCAP) Partnership Agreement]

EXHIBIT A

Operational Guidelines and Responsibilities

WHEREAS, Peralta Community College District ("PCCD") and Oakland Unified School District ("School District") agree to record certain specific components of the College and Career Access Pathways ("CCAP") Partnership Agreement, dated as of _____, 2019 ("Agreement"), the terms of which are incorporated herein by this reference, using this Exhibit A for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses;

WHEREAS, the terms of the Agreement are incorporated herein by this reference; and

WHEREAS, PCCD and School District are important strategic partners because School District is a significant feeder into the Peralta Colleges. It is in the best interest of PCCD and School District to prioritize in the CCAP/Dual Enrollment collaboration and all the related activities that are critical for its success, so as to promote Oakland students' matriculation into Peralta Colleges, to encourage students' persistence through courses and the completion of a degree.

NOW THEREFORE, PCCD and School District agree as follows:

1. Point of Contact

The PCCD Representative and School District Representative for the purposes of the Agreement for the term of this Exhibit are as follows:

	Name and Title	Telephone	Address	Email
PCCD Representative	Dr. Siri Brown, Vice Chancellor of Academic Affairs	510.466.7218	333 East 8th Street, Oakland, CA 94606	sbrown@peralta.edu
School District Representative	Preston Thomas, High School Network Superintendent	510.579.2022	1000 Broadway, Suite 440 Oakland, CA 94607	preston.thomas@ousd.org
School District Dual Enrollment Administrator	Leslie Hsu Freeman, Manager of Dual Enrollment	510-879-2686	1000 Broadway, Suite 440 Oakland, CA 94607	leslie.hsu@ousd.org

2. Coordination of Responsibilities.

A. Joint Responsibilities. PCCD and School District both commit to appointing an educational administrator (Dual Enrollment Administrator in the case of School District)

who will manage the responsibilities indicated in the CCAP Program. The educational administrators' roles shall consist of, but not be limited to, the following:

i. Working with colleges to coordinate course offerings offered this Agreement.
ii. Serving as a liaison between PCCD and School District as it relates to: Course scheduling, curriculum, resources and personnel to assure clear communications and enrollment functions for high school students, faculty, administrators, staff and others.
iii. Serving as liaison for the recruitment and/or hiring of instructors in the CCAP Program, to ensure a robust pool of qualified faculty for the CCAP Program.
iv. Providing a variety of outreach and support services; assisting program participants with obtaining and maintaining program enrollment; monitoring the attendance, goals and progress of program participants.
v. Updating and providing program information, including website updates and in-person presentations, to students, parents and the community.

B. PCCD Responsibilities.
i. PCCD shall appoint an educational administrator, to be specified in Exhibit A to this CCAP Agreement, who shall facilitate coordination and cooperation between PCCD and the School District in conformity with PCCD and School District policies and standards. Among other things, the PCCD educational administrator, and the School District Dual Enrollment Administrator, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Educational Amendments of 1972 alleged to have occurred in the CCAP Program.
ii. PCCD's educational administrator shall provide School District personnel with reasonable assistance, direction and instruction in how to fulfill its responsibilities under this CCAP Agreement, including conducting appropriate student assessment, outreach/recruitment activities and compliance with PCCD policy and PCCD procedures and academic standards.

C. School District Responsibilities. The School District shall appoint a Dual Enrollment Administrator who shall facilitate coordination and cooperation between School District and PCCD in conformity with the School District policies and standards.
D. Both PCCD and School District agree to prioritize and sustain the CCAP Program, subject to State budget allocations and the economic/financial certainty of both Parties.

3. **Enrollment Process:** The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this Agreement. School District and PCCD Admissions and Records Office shall enroll students pursuant to procedures outlined in the Dual Enrollment Form, as may be updated from time to time by the Parties (see Exhibit D). The process is as follows:
    A. All new PCCD students participating in the CCAP Program must submit a PCCD online application and Dual Enrollment Form. The Dual Enrollment Form provides approval for the student to enroll in a PCCD college course during the time they are at that high school.

B. For each Course, the applicable School District school must complete an online course roster and provide the list of students who should be enrolled into the Course.
C. PCCD Admissions & Records Office shall enroll students into the Course indicated on the online course roster. Note: New students must provide a Dual Enrollment Form and continuing students need only to be listed on the online roster. Students who skip two consecutive primary semesters must submit another PCCD online application.
D. The PCCD Admissions and Records Office shall designate a staff person(s) to manage all dual enrollment processes and serve as a liaison with School District on issues of enrollment. Two weeks prior to the start of each semester, PCCD designated staff and School District shall prioritize the enrollment of students taking a Course to ensure students are enrolled prior to the census deadline. Only in special circumstances that were outside of the control of students and after consultation with PCCD's education administrator and Course instructor may a student be added after the census deadline.

4. Programs

PCCD is responsible for all education programs and course offered as part of the Agreement, regardless of whether the education program and courses are offered at the School District or PCCD campuses.

PCCD and School District have identified the Courses listed in Appendix I to this Exhibit A to be offered during the semester.

5. Books and Materials

The total costs of books and instructional materials for School District students participating as part of the Agreement shall be borne by School District and its high schools. The books and materials needed for each Course are set forth in the Course Agreements.

6. Criteria Used.

Describe the criteria used to assess the ability of students to benefit from the Courses offered:

Students shall be assessed accordingly to the stated Student Learning Outcomes of each Course at the end of each semester to determine how well they comprehended the Course contents. In addition, grades, Course completion rate, success rate, and the achieved regional living wage, as determined by the Student Central Funding Formula, shall be reviewed.

7. Changes. Any changes that need to be made to the foregoing information shall require the advance written approval of PCCD and School District, except for change in the name or contact information of the Parties' representatives, in which case written notification shall be sufficient.

8. Course Agreement. All Courses to be offered in accordance with the Agreement must each be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B.

Appendix I to Exhibit A

Course Department	Course Title	Course Number	Semester	Peralta College (Likely)	Days/times OPTIONS	Location	Number of Students to be Served	Projected Number of FTES
Administration of Justice	Intro to Admin of Justice	ADJUS 21	TBD	Merritt	TBD	TBD	25-35	
Administration of Justice	Concepts of Criminal Law	ADJUS 22	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Principles and Procedures of the Justice System	ADJUS 23	TBD	Merritt	TBD	TBD	25-35	
Administration of Justice	Community Relations	ADJUS 25	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Criminal Investigation	ADJUS 56	TBD	Merritt	TBD	TBD	25-35	
African American Studies	Intro to African American Studies	AFRAM 1	TBD	TBD	TBD	TBD	25-35	
African American Studies	The Black Panther Party: Strategies on Organizing People	AFRAM 4	TBD	TBD	TBD	TBD	25-35	
African American Studies	Ethnic Perceptions in Media	AFRAM 13	TBD	TBD	TBD	TBD	25-35	
African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14A	TBD	TBD	TBD	TBD	25-35	
African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14B	TBD	TBD	TBD	TBD	25-35	
African American Studies	Racism in the United States	AFRAM 19	TBD	TBD	TBD	TBD	25-35	
African American Studies	Classical African Civilizations	AFRAM 25	TBD	TBD	TBD	TBD	25-35	
African American Studies	Afro-Caribbean History, Politics and Culture	AFRAM 27	TBD	TBD	TBD	TBD	25-35	
African American Studies	African-American Experience Through Films	AFRAM 29	TBD	TBD	TBD	TBD	25-35	
African American Studies	African American History- Africa to 1865	AFRAM 30	TBD	TBD	TBD	TBD	25-35	
African American Studies	Afram history: 1865 - 1945	AFRAM 31	TBD	TBD	TBD	TBD	20-30	
African American Studies	Roots of African-American Culture	AFRAM 33	TBD	TBD	TBD	TBD	25-35	
African American Studies	Women of Color	AFRAM 35	TBD	TBD	TBD	TBD	25-35	
African American Studies	Environmental Racism and Justice	AFRAM 38 (ENVMT 12)	TBD	TBD	TBD	TBD	20-30	
African American Studies	Black World Films	AFRAM 39	TBD	TBD	TBD	TBD	20-30	
African American Studies	African-American Writers (Fiction)	AFRAM 41	TBD	TBD	TBD	TBD	25-35	
African American Studies	African-American Writers (Non-Fiction)	AFRAM 42	TBD	TBD	TBD	TBD	25-35	

African American Studies	African-American Writers (Poetry)	AFRAM 43	TBD	TBD	TBD	TBD	25-35
African American Studies	History of Africa from 1800 History of Africa from 1800 to the Present	AFRAM 50A, 50B	TBD	TBD	TBD	TBD	25-35
American Sign Language	American Sign Language I, II, III and IV	ASL 50, 51, 52, 53	TBD	Berkeley City College	TBD	TBD	20-30
Anthropology	Introduction to Social and Cultural Anthropology	ANTHR 3	TBD	TBD	TBD	TBD	25-35
Anthropology	American Mosaic: The Cultures of the United States	ANTHR 14	TBD	TBD	TBD	TBD	25-35
Apparel Design and Merchandising	Portfolio Development I	ADAM 229	TBD	CoA	TBD	TBD	20-30
Apparel Design and Merchandising	Portfolio Development II	ADAM 230	TBD	CoA	TBD	TBD	20-30
Arabic	Elementary Modern Standard Arabic	ARAB 1A/B	TBD	Berkeley City College	TBD	TBD	25-35
Architecture	Introduction to Design Professions and Architecture Administration	ARCH 10	TBD	Laney	TBD	TBD	25-35
Art	Introduction to Art History	ART 1	TBD	TBD	TBD	TBD	25-35
Art	History of African American Art	ART 7	TBD	TBD	TBD	TBD	25-35
Art	Beginning Drawing and Composition	ART 20	TBD	TBD	TBD	TBD	25-35
Art	Beginning Painting	ART 50	TBD	TBD	TBD	TBD	25-35
Art	Intermediate Painting	ART 52	TBD	TBD	TBD	TBD	25-35
Art	Selected Topics in Art	ART 48GA-MZ	TBD	TBD	TBD	TBD	25-35
Art	Beginning Painting: Watercolor	ART 60	TBD	TBD	TBD	TBD	25-35
Art	Mural Design and Creation I	ART 133A	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Beginning	ART 141	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Continuing Food and Water	ART 144	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Community Outreach and Collaboration	ART 145	TBD	TBD	TBD	TBD	25-35
Art	Special Projects: Eco Art Matters	ART 146	TBD	TBD	TBD	TBD	25-35
Asian American Studies	Women of Color	ASAME 35	TBD	TBD	TBD	TBD	25-35
Automotive Mechanics	Introduction to Auto Mechanics	ATECH 22	TBD	CoA	TBD	TBD	20-30
Automotive Mechanics	Transportation Technology Principles	ATECH 21	TBD	CoA	TBD	TBD	20-30
Biology	General Biology	BIOL 1A/B	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy	BIOL 2	TBD	TBD	TBD	TBD	25-35
Biology	Microbiology	BIOL 3	TBD	TBD	TBD	TBD	25-35

Biology	Human Physiology	BIOL 4	TBD	TBD	TBD	TBD	25-35
Biology	Introduction to Biology	BIOL 10	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy and Physiology	BIOL 20A/B	TBD	TBD	TBD	TBD	25-35
Biology	Applied Immunology, Applied Molecular Genetics, Human Genetics	BIOL 33, 34, 36	TBD	TBD	TBD	TBD	25-35
Bioscience	Genomics Theory	BIOSC 30	TBD	TBD	TBD	TBD	25-35
Business	Intro to Business	BUS 10	TBD	TBD	TBD	TBD	25-35
Business	Small Business Management	BUS 54	TBD	TBD	TBD	TBD	25-35
Business	Introduction to Marketing	BUS 70	TBD	TBD	TBD	TBD	25-35
Business	Salesmanship	BUS 75	TBD	TBD	TBD	TBD	25-35
Business	E-Commerce / Entrepreneurship	BUS 76	TBD	TBD	TBD	TBD	25-35
Business	Financial Literacy	BUS 80	TBD	TBD	TBD	TBD	25-35
Carpentry	Special Projects	CARP 200	TBD	Laney	TBD	TBD	20-25
Carpentry	Intro to the Skilled Trades I and II	CARP 251A/B	TBD	Laney	TBD	TBD	20-25
Chemistry	General Chemistry	CHEM 1A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Organic Chemistry	CHEM 12A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Introductory General Chemistry	CHEM 30A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Beginning Chemistry	CHEM 50	TBD	TBD	TBD	TBD	25-35
Child Development	Child Growth and Development	CHDEV 51	TBD	TBD	TBD	TBD	25-35
Child Development	The Child, the Family and the Community	CHDEV 53	TBD	TBD	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1A	TBD	Laney	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1B	TBD	Laney	TBD	TBD	25-35
Computer Information Systems	Introduction to Computer Information Systems	CIS 1	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Introduction to Computer Science	CIS 5	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Introduction to Computer Programming	CIS 6 (incl option for hybrid)	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	JAVA PROGRAMMING LANGUAGE I, II	CIS 36A/B	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Computer Literacy	CIS 205	TBD	TBD	TBD	TBD	20-25
Cooperative Work Experience Education	General Work Experience	COPED 450	TBD	TBD	TBD	TBD	25-35
Cooperative Work Experience Education	Occupational Work Experience	COPED 451	TBD	TBD	TBD	TBD	25-35

Cooperative Work Experience Education	Occupational Work Experience in Medical Assisting	COPED 470F	TBD	TBD	TBD	TBD	25-35
Counseling	College Success	COUN 24	TBD	TBD	TBD	TBD	25-35
Counseling	Personal Growth	COUN 30	TBD	TBD	TBD	TBD	25-35
Counseling	Career and Life Planning	COUN 57	TBD	TBD	TBD	TBD	25-35
Counseling	Orientation to College: Students Success and Support Program	COUN 201	TBD	TBD	TBD	TBD	25-35
Counseling	Career Exploration	COUN 207C	TBD	TBD	TBD	TBD	25-35
Counseling	Career Exploration	COUN 207A	TBD	TBD	TBD	TBD	25-35
Culinary Arts	Hospitality Careers and Skills Development	CULIN 214	TBD	Laney	TBD	TBD	20-25
Culinary Arts	Culinary Math Fundamentals	CULIN 215	TBD	Laney	TBD	TBD	20-25
Dance	History of Dance	DANCE 1	TBD	TBD	TBD	TBD	20-25
Dance	Dance Production	DANCE 6	TBD	TBD	TBD	TBD	20-25
Dance	Dance Composition and Choreography	DANCE 8A	TBD	TBD	TBD	TBD	20-25
Dance	Beginning Individual Choreography	DANCE 12A	TBD	TBD	TBD	TBD	20-25
Dance	Beginning Group Choreography	DANCE 12B	TBD	TBD	TBD	TBD	20-25
Economics	Principles of Economics (Macro-Economics)	ECON 1	TBD	TBD	TBD	TBD	25-35
Economics	Principles of Economics (Micro-Economics)	ECON 2	TBD	TBD	TBD	TBD	25-35
Economics	Introduction to Economics	ECON 5	TBD	TBD	TBD	TBD	25-35
Education	Introduction to the Field of Education	EDUC 1	TBD	BCC	TBD	TBD	25-35
Emergency Medical Technician	Introduction to Emergency Medical Responder	EMT 211	TBD	Merritt	TBD	TBD	35-40
Emergency Medical Technician	Intro to First Responders Training	EMT 230	TBD	Merritt	TBD	TBD	35-40
Engineering	Intro to Engineering	ENGIN 10	TBD	Laney	TBD	TBD	25-35
Engineering	Earth Systems: Sustainability, Ecology and Environmental Justice for Technicians and Engineers	ENGIN 100	TBD	Laney	TBD	TBD	25-35
English	Composition and Reading	ENG 1A/B	TBD	TBD	TBD	TBD	25-35
English	Advanced Expository Writing	ENG 2	TBD	-	TBD	TBD	25-35
English	Critical Thinking in Reading and Writing	ENG 5	TBD	TBD	TBD	TBD	25-35
English	Creative Writing	ENG 10A/B	TBD	TBD	TBD	TBD	25-35
English	Film: The Twentieth Century Medium	ENG 12	TBD	TBD	TBD	TBD	25-35
English	Introduction to American Literature	ENG 30A/B	TBD	TBD	TBD	TBD	25-35

English	Survey of African-American Literature	ENG 31	TBD	TBD	TBD	TBD	25-35
English	Contemporary Women Writers	ENG 32A/B	TBD	TBD	TBD	TBD	25-35
English	Introduction to the Study of Poetry	ENG 43	TBD	TBD	TBD	TBD	25-35
English	Children's Literature	ENG 47	TBD	TBD	TBD	TBD	25-35
English	Multicultural American Literature	ENG 50	TBD	TBD	TBD	TBD	25-35
English	Introduction to LGBQT Literature	ENG 79	TBD	TBD	TBD	TBD	25-35
English	Preparation for Composition and Reading	ENG 201A/B	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Introduction to Sustainable Environmental Systems	ENVMT 2/L	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Oakland Food Culture	ENVMT 5	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Outdoor Education	ENVMT 8	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Urban Ecology	ENVMT 10	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Urban Agro Ecology	ENVMT 35/35L	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Green Building and Ecological Design, Intro to Healthy Community Systems, or Environmental Racism and Justice	ENVMT 20, 16, 12	TBD	Merritt	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Listening and Speaking and Oral Communication	ESOL 50A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Reading and Writing	ESOL 52A/B	TBD	-	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 3	ESOL 253A/B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35

English for Speakers of Other Languages	Listening and Speaking 1	ESOL 261A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2	ESOL 262A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2=3	ESOL 263A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 1	ESOL 271A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 2	ESOL 272A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 3	ESOL 273A/B	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Ethnic Studies	ETHST 1	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Economics and Social Change: Racial Conflict and Class in America 3	ETHST 12	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Community Based Research in Urban America 3	ETHST 13	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Community Organizing and Transformative Change	ETHST 14	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Race, Gender, and Sports	ETHST 3	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Gender and Health 3	ETHST 30	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Class and Schools 3	ETHST 50	TBD	TBD	TBD	TBD	25-35
Geography	Cultural Geography	GEO 2	TBD	TBD	TBD	TBD	25-35
Geography	World Regional Geography	GEO 3	TBD	TBD	TBD	TBD	25-35
Graphic Arts	Adobe Illustrator Basics	GRART 34	TBD	Laney	TBD	TBD	25-35
Graphic Arts	ADOBE PHOTOSHOP BASICS	GRART 36	TBD	Laney	TBD	TBD	25-35
Graphic Arts	Website Design	GRART 115	TBD	Laney	TBD	TBD	25-35
Graphic Arts	INTRODUCTION TO GRAPHIC DESIGN	GRART 231	TBD	Laney	TBD	TBD	25-35
Health Education	Exploring Health Issues	HLTED 1	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid and Safety	HLTED 9	TBD	TBD	TBD	TBD	25-35
Health Education	Cardiopulmonary Resuscitation	HLTED 11	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid & CPR	HLTED 14	TBD	TBD	TBD	TBD	25-35
Health Professions and Occupations	Medical Terminology I	HLTOC 201A	TBD	TBD	TBD	TBD	25-35
Health Professions and Occupations	Medical Terminology II	HLTOC 201B	TBD	TBD	TBD	TBD	25-35

Health Professions and Occupations	Intro to Health Careers	HLTOC 550	TBD	Laney	TBD	TBD	25-35
History	History of European Civilization	HIST 2A/B	TBD	Merritt	TBD	TBD	25-35
History	World History to 1500, Modern World History: 1500-Present.	HIST 3A/B	TBD	Berkeley City College	TBD	TBD	25-35
History	History of Mexico	HIST 5	TBD	TBD	TBD	TBD	25-35
History	History of United States to 1877	HIST 7A	TBD	TBD	TBD	TBD	25-35
History	History of United States Since 1865	HIST 7B	TBD	TBD	TBD	TBD	25-35
History	History of Latin-American Civilization	HIST 8A/B	TBD	Berkeley City College	TBD	TBD	25-35
History	History of Africa since 1750	HIST 10B	TBD	TBD	TBD	TBD	25-35
History	History and Culture of SE Asia: Vietnam	HIST 11	TBD	TBD	TBD	TBD	25-35
History	History and Culture of Eastern Asia	HIST 12	TBD	TBD	TBD	TBD	25-35
History	20th Century American Protest Movement	HIST 18	TBD	TBD	TBD	TBD	25-35
History	Current World Problems	HIST 38	TBD	TBD	TBD	TBD	25-35
History	History of Soviet Russia: 1917 - Present	HIST 39	TBD	TBD	TBD	TBD	25-35
History	History and Culture of the Caribbean/Central America	HIST 53A/B	TBD	College of Alameda	TBD	TBD	25-35
History	U.S. Women: A Social History	HIST 21	TBD	Berkeley City College	TBD	TBD	25-35
History	History of California	HIST 19	TBD	Laney	TBD	TBD	25-35
History	Twentieth Century America	HIST 15	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Behavioral Health Services	HUSV 117	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Social Work and Human Services	HUSV 118	TBD	TBD	TBD	TBD	25-35
Humanities	Human Values	HUMAN 2	TBD	TBD	TBD	TBD	25-35
Humanities	Human Values/ Ethics, Human Values/Aesthetics	HUMAN 30A/B	TBD	TBD	TBD	TBD	25-35
Humanities	Religions of the World	HUMAN 40	TBD	TBD	TBD	TBD	25-35
Journalism	News Writing	JOURN 21	TBD	TBD	TBD	TBD	25-35
Journalism	Introduction to Journalism	JOURN 55	TBD	TBD	TBD	TBD	25-35
Journalism	Mass Media and Society	JOURN 62	TBD	TBD	TBD	TBD	25-35
Journalism	Social Media for Journalists	JOURN 65	TBD	TBD	TBD	TBD	25-35
Kinesiology	Care and Prevention of Athletic Related Injuries	KIN 134	TBD	TBD	TBD	TBD	25-35

Kinesiology	Fitness for Personal Trainers	KIN 140	TBD	TBD	TBD	TBD	25-35
Kinesiology	Personal Trainers Certification Preparation	KIN 141	TBD	TBD	TBD	TBD	25-35
Kinesiology	Intro to Kinesiology	KIN 150	TBD	TBD	TBD	TBD	25-35
Community and Labor Studies	American Labor Movement	LABST 10	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Introduction to Landscape Horticulture with Lab	LNHT 1	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Landscape Design	LNHT 18A/B	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Edible Landscapes	LANHT 76	TBD	Merritt	TBD	TBD	25-35
Landscape Horticulture	Permaculture Design I, II, III, IV	LANHT 28A/B/C/D	TBD	TBD	TBD	TBD	25-35
Learning Resources	Supervised Tutoring (Non-Credit)	LRNRE 501	TBD	TBD	TBD	TBD	25-35
Mathematics	PreCalculus	MATH 1	TBD	TBD	TBD	TBD	25-35
Mathematics	PreCalculus with Analytic Geometry	MATH 2	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus I, Calculus II, Calculus III, Linear Algebra, Differential Equations	MATH 3 A/B/C/D/E/F	TBD	TBD	TBD	TBD	25-35
Mathematics	Discreet Mathematics	MATH 11	TBD	TBD	TBD	TBD	25-35
Mathematics	Symbolic Logic	MATH 12	TBD	TBD	TBD	TBD	25-35
Mathematics	Intro to Statistics	MATH 13	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus for Business and Life/Social Sciences	MATH 16A/B	TBD	TBD	TBD	TBD	25-35
Mathematics	Trigonometry	MATH 50	TBD	TBD	TBD	TBD	25-35
Mathematics	Elementary Algebra	MATH 201	TBD	TBD	TBD	TBD	25-35
Mathematics	Geometry	MATH 202	TBD	TBD	TBD	TBD	25-35
Mathematics	Intermediate Algebra	MATH 203	TBD	TBD	TBD	TBD	25-35
Mathematics	Pre-Prob & Statistics	MATH 206	TBD	TBD	TBD	TBD	20-30
Mathematics	Elementary and Intermediate Algebra for Business or STEM majors	MATH 230 (hybrid)	TBD	TBD	TBD	TBD	20-30
Media	Acting, Directing for the Camera	MEDIA 101A/B	TBD	TBD	TBD	TBD	20-30
Media	Broadcast Journalism	MEDIA 102A/B/C/D	TBD	TBD	TBD	TBD	20-30
Media	Beginning Digital Video Production	MEDIA 104A/B	TBD	TBD	TBD	TBD	20-30
Media	Making Documentaries	MEDIA 120	TBD	TBD	TBD	TBD	20-30
Media	Music Video Production	MEDIA 122	TBD	TBD	TBD	TBD	20-30
Media	After Effects: Motion Graphics for Video, Broadcast and Digital Cinematography	MEDIA 140	TBD	TBD	TBD	TBD	20-30
Media	Making Podcasts– The New Wave of Broadcasting	MEDIA 151	TBD	TBD	TBD	TBD	20-30

Medical Assisting	Introduction to Medical Assisting	MEDAS 201A	TBD	Merritt	TBD	TBD	25-35
Medical Assisting	Medical Assisting: Clinical Application	MEDAS 201B	TBD	Merritt	TBD	TBD	25-35
Medical Assisting	Medical Assisting: Office Administration	MEDAS 201D	TBD	Merritt	TBD	TBD	25-35
Mexican / Latin American Studies	Latin-American Folklore	M/LAT 2A/B/C	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin American/Chicano Authors	M/LAT 3	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Racism in the United States	M/LAT 6 (also AFRAM 19, ASAMI. 19, or NATAM 19)	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	United States Relations with Mexico and Latin America	M/LAT 12	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	History and Culture of the Caribbean and Central America	M/LAT 18A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of the Mexican-American	M/LAT 19	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Psychology of Latinas and Latinos	M/LAT 23	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Third World through Films	M/LAT 28	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin-American Films	M/LAT 30A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Chicana/Latina Women	M/LAT 31	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Introduction to Chicana/o and Latina/o Studies 3	M/LAT 33	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of Latinos in the United States: 1800 to Present	M/LAT 34	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Women of Color	MLAT 35	TBD	TBD	TBD	TBD	25-35
Multimedia Arts	Scriptwriting and Storyboarding I, Digital Video Production I, Website Design – Online Games Interactivity	MMART 110, MMART 151A/LA, MMART 164/L, MMART 168/L	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	Media & Communication, Survey of Digital Imaging & Lab, Video Production I	MMART 120, MMART 130/L, MMART 141A	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	From Movies to Multimedia	MMART 122B	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	The Documentary Tradition	MMART 123	TBD	TBD	TBD	TBD	20-30

Multimedia Arts	Game Design	MMART 175B	TBD	TBD	TBD	TBD	20-30
Music	Music History: The Twentieth Century Through the Present	MUSIC 8D	TBD	TBD	TBD	TBD	25-35
Music	Introduction to World Music	MUSIC 9	TBD	TBD	TBD	TBD	25-35
Music	Music Appreciation	MUSIC 10	TBD	TBD	TBD	TBD	25-35
Native American Studies	Native American Indians in Contemporary Society	NATAM 2	TBD	Laney	TBD	TBD	25-35
Native American Studies	Women of Color	NATAM 35	TBD	TBD	TBD	TBD	25-35
Nutrition or Biology	Nutrition or Biology	NUTR 10 or BIOL 31	TBD	CoA or Merritt	TBD	TBD	25-35
Photography	Photojournalism I	PHOTO 20	TBD	Laney	TBD	TBD	20-30
Photography	Photographic Art & Design	PHOTO 30A/B	TBD	Laney	TBD	TBD	20-30
Photography	Intro to Digital Photography	PHOTO 70	TBD	Laney	TBD	TBD	20-30
Photography	Introduction to Digital Photography	PHOTO 71	TBD	Laney	TBD	TBD	20-30
Physics	General Physics	PHYS 2A/B	TBD	Merritt	TBD	TBD	25-35
Physics	General Physics	PHYS 3A/B	TBD	Laney	TBD	TBD	25-35
Physics	General Physics with Calculus	PHYS 4A/B/C	TBD	Merritt	TBD	TBD	25-35
Political Science	Government and Politics in the United States	POSCI 1	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Government	POSCI 2	TBD	TBD	TBD	TBD	25-35
Political Science	International Relations	POSCI 3	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Social Movements Since the 1960s	POSCI 11	TBD	TBD	TBD	TBD	25-35
Political Science	Current World Problems or Global Issues	POSCI 20	TBD	TBD	TBD	TBD	25-35
Political Science	Intro to Community Violence Prevention	POSCI 35	TBD	TBD	TBD	TBD	25-35
Political Science	Applied Peacebuilding and Violence Prevention	POSCI 36	TBD	TBD	TBD	TBD	25-35
Psychology	Intro to General Psychology	PSYCH 1A	TBD	TBD	TBD	TBD	25-35
Psychology	Social Psychology	PSYCH 6	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Childhood	PSYCH 7A	TBD	TBD	TBD	TBD	25-35
Psychology	Adolescent Psychology	PSYCH 7B	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Minority Groups	PSYCH 18	TBD	TBD	TBD	TBD	25-35
Psychology	Lifespan Human Development	PSYCH 21	TBD	TBD	TBD	TBD	25-35
Psychology	Abnormal Psychology	PSYCH 24	TBD	TBD	TBD	TBD	25-35
Psychology	Human Sexuality	PSYCH 12	TBD	TBD	TBD	TBD	25-35
Real Estate	Principles of Real Estate	RLEST 2A	TBD	Laney	TBD	TBD	25-35

Real Estate	Real Estate Practice	RLEST 5	TBD	Merritt	TBD	TBD	25-35
Sociology	Sociology of the Family	SOC 13	TBD	TBD	TBD	TBD	25-35
Sociology	Intro to Sociology	SOC 1	TBD	TBD	TBD	TBD	25-35
Sociology	Social Problems	SOC 2	TBD	TBD	TBD	TBD	25-35
Sociology	Sociology of Women	SOC 3	TBD	TBD	TBD	TBD	25-35
Sociology	Minority Groups	SOC 5	TBD	TBD	TBD	TBD	25-35
Sociology	Crime and Deviance	SOC 8	TBD	TBD	TBD	TBD	25-35
Spanish	Elementary Spanish	SPAN 1A/B	TBD	Laney	TBD	TBD	25-35
Spanish	Intermediate Spanish	SPAN 2A/B	TBD	Laney	TBD	TBD	25-35
Theater	Principles and Theory of Improvisation	THART 11	TBD	TBD	TBD	TBD	25-35
Women's Studies	Introduction to Women's Studies	WS 1	TBD	TBD	TBD	TBD	25-35
Women's Studies	Feminist Philosophy	WS 35	TBD	Berkeley City College	TBD	TBD	25-35
Women's Studies	Women and Cinema	WS 52	TBD	Berkeley City College	TBD	TBD	25-35
Wood Technology	Wood Technology I	WDTEC 10/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	Furniture Cabinet Layout	WDTEC 11	TBD	Laney	TBD	TBD	20-30
Wood Technology	Wood Technology II	WDTEC 20/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	CAD/CAM Techniques in the Cabinet-Making Industry	WDTEC 30	TBD	Laney	TBD	TBD	20-30
Wood Technology	Special Projects	WDTEC 200	TBD	Laney	TBD	TBD	20-30

EXHIBIT B

COURSE AGREEMENT
for CCAP COURSES of the Peralta Community College District
the Oakland Unified School District

This Course Agreement for CCAP Courses between the Peralta Community College District and the Oakland Unified School District in connection with the *College and Career Access Pathways (CCAP) Partnership Agreement, dated as of _____, 2019,* is executed between Peralta Community College District and Oakland Unified School District ("Agreement"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the Agreement, the Agreement shall control.

Date of this Course Agreement:

Course Name and Number:

Location where Course will be offered:	
Course Name and Number:	
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway:	
Days of Week and Time Course will be Offered:	
Dates Course will be offered (*start and end dates*):	
Student Learning Outcomes of the Course (*to be determined by PCCD)*:	
Number of educational hours of Course per week and number of weeks (*Note: Courses may end before the end of the high school semester*):	
PCCD units (credits) offered for Course:	
Number of high school students to be served by Course:	
Max class size (*including high school students and general public students*):	

Name of Instructor for Course and Contact Information:	
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance:	
If the Course has a pre-requisite, what is it and who will assess whether the students have satisfied it? By what date?	
Date of School Board:	
Required Course Materials, Equipment, Textbooks and Supplies. (*Provide description of all such items*)	
Books and Instructional Materials (the total cost of books and instructional materials for school district students participating as part of this CCAP Agreement.	

This Course Agreement is entered into between PCCD and Oakland Unified School District as of the date set forth below.

[School Name]

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

OAKLAND UNIFIED SCHOOL DISTRICT

By:_____
High School Network Superintendent Name:_____
Signature:
Date:_____

[Signature Page to Course Agreement]

EXHIBIT C

DATA SHARING AGREEMENT
Between
PERALTA COMMUNITY COLLEGE DISTRICT
And
OAKLAND UNIFIED SCHOOL DISTRICT

This Data Sharing Agreement ("Data Sharing Agreement") is entered into by and between the Peralta Community College PCCD, a California community college district ("PCCD") and Oakland Unified School District, a California K-12 public education school district ("OUSD") as of _____, 2019, to set forth the roles and responsibilities of the Parties (defined below) related to the sharing by the Parties of certain student Education Records (as defined herein). The purpose of the exchange of Data is to enable each Party to perform audits or evaluations of federal- and state-supported education programs or to enforce or comply with federal legal requirements that relate to those programs. The purpose of this Data Sharing Agreement to document the terms and conditions under which the Parties agree to disclose Data to one another.

I. RECITALS

In order to appropriately serve students who are participating in the Parties' College and Career Access Pathways ("CCAP") partnership program ("CCAP Program") pursuant to an agreement by and between OUSD and PCCD (the "CCAP Agreement"), OUSD and PCCD must provide each other certain student data, as it is available, to facilitate the CCAP Program and ensure student success.

WHEREAS, the purpose of this Data Sharing Agreement is to set forth the roles and responsibilities of the Parties related to the sharing of Student information between the Parties.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purposes stated below.

II. DEFINITIONS

The following capitalized terms when used in this Data Sharing Agreement shall have the meanings ascribed to them, in this Definitions section, unless such term is otherwise expressly defined in this Data Sharing Agreement.

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California and are authorized by law to be closed and (ii) those days, not to exceed eleven (11) in any calendar year, which PCCD and/or OUSD treats as a holidays but would otherwise be Business Days.

"Data" means any digital or hard copy Education Records or other information, whether confidential or publicly available.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 and applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Misuse" shall have the meaning as set forth in Section IV.B.2. of this Data Sharing Agreement.

"Party" or "Parties" shall mean either OUSD or PCCD, or both.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"Security Breach" shall mean the acquisition, access, use or disclosure of PII in a manner not permitted under this Data Sharing Agreement, FERPA, the California Education Code, the California Information Practices Act, or any other applicable federal and state law which compromises the security or privacy of the subjects of the PII.

Any other capitalized terms used in this Data Sharing Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Data Sharing Agreement by reference, shall have the meaning given to them in this Data Sharing Agreement.

III. TERM AND TERMINATION

A. Term. The term of this Data Sharing Agreement shall coincide with the term of the CCAP Agreement, including any extension or early termination thereof.

B. Termination. The Parties shall have the right to terminate this Data Sharing Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section VIII of this Data Sharing Agreement at least thirty (30) calendar days in advance. Each Party reserves its right to terminate this Agreement, and subsequently the CCAP Agreement, should the terminating Party, in its sole discretion, determine that student information has been released in a manner inconsistent with this Data Sharing Agreement, has not been maintained in a secure manner, or that substantially similar Data access has become generally available through any other mechanism.

IV. DATA SHARING

☐ The data to be shared under this Agreement **does** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 ("FERPA") (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemptions:

a. PCCD and OUSD, as educational institutions, are subject to disclosure requirements and limitations pursuant to FERPA, to officials of another school, school system, or institution of postsecondary

education where the student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer.

b. OUSD will first obtain written consent via as signed Peralta Community College PCCD High School Dual Enrollment Universal Form from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the PCCD. The consent form will identify with specificity the information to be disclosed.

Directory Information

The data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. C. § 1232g (a)(5). Such information may include the student's:

- name,
- address,
- telephone listing,
- date and place of birth,
- major field of study,
- participation in officially recognized activities and sports,
- weight and height of members of athletic teams,
- dates of attendance,
- degrees and awards received, and/or
- the most recent previous educational agency or institution attended by the student.

a. The Parties understand that the following information is not "directory information" and cannot be disclosed as identifiable information unless an exemption applies under above:
   - ethnicity or race
   - gender
   - nationality
   - social security number
   - religious affiliation
   - grades or grade point average (GPA)

b. **Public Notice**. Prior to disclosure of directory information, each Party shall give public notice on an annual basis which identifies the categories of such information and the recipient. Parents shall have a reasonable period of time after such notice has been given to inform the other Party that any or all of the information designated should not be released without the parent's prior consent. (20 U.S.C. § 1232g (a)(5); see also California Education Code Sections 49061 and 49073.)

c. **McKinney-Veto Homeless Assistance Act**. Each Party shall not receive identifiable information (directory or otherwise) regarding students who are regarded as "homeless children and youth" under the McKinney-Veto Homeless Assistance Act (see 42 U.S. Code § 11434a) unless the Party obtains express written consent from the student's parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:
   i. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate

accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

ii. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of 42 U.S. Code § 11302(a)(2)(C);

iii. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

iv. migratory children (as such term is defined in 20 U.S.C. § 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

d. **COPPA**. To the extent a Party shall be obtaining data directly from students, each Party agrees to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

A. <u>Scope of Data Sharing</u>

1. Pursuant to the objectives agreed upon in the CCAP Agreement, the Parties the following Data will be shared in order to carry out the Parties' responsibilities pursuant to that CCAP Agreement in compliance with all state and federal laws to The Parties represent and warrant that only the information listed below shall be shared between the Parties.

a. Student registration data
b. Course enrollment data
c. Grades earned data
d. Transcript data
e. Fees data

B. <u>Data Use</u>

1. **Use**. Each Party agrees to use the Data disclosed by the other Party pursuant to this Data Sharing Agreement only for the purposes expressly set forth herein, shall obtain access to those Education Records in which it has a legitimate education interest and for no other purposes and only as permitted by federal and state law and regulation.

2. **Misuse**. The Parties acknowledge and agree that the acts set forth below constitute, either singularly or collectively, "Misuse" under this Data Sharing Agreement. The Parties agree that the acts below shall not be construed to limit either Party with respect to a determination of any other acts which may constitute Misuse and which may not otherwise be included in this section. The Parties shall not engage in any of the following acts:

a) Access or use Data for reasons other than those set forth in this Data Sharing Agreement;

b) Access or use Data in violation of any applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or

data protection laws, rules, regulations or directives;

c) Access or use Data for any unauthorized, fraudulent or malicious purpose; and

d) Access or use of Data in a manner that could damage, disable, overburden or impair the Parties so as to diminish or destroy their ability to provide services to OUSD students.

C. Breach

The Parties agree that in the event of a security breach, or what appears to that Party to be the likelihood of a security breach, they will act in conformance with the following:

a) If PCCD believes that there has been a security breach of any Data that includes Data that as provided by OUSD, PCCD will promptly, but in no event more than twenty-four (24) hours, report to OUSD any incidents, in detail, of any Data received from OUSD, whose confidentiality has been breached or believed to have been breached. PCCD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide OUSD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of OUSD relating to such an occurrence.

b) If OUSD believes that there has been a security breach of any Data that includes Data that as provided by PCCD, OUSD will promptly, but in no even more than twenty-four (24) hours, report to PCCD any incidents, in detail, of any Data received from PCCD, whose confidentiality has been breached or believed to have been breached. OUSD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide PCCD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of PCCD relating to such an occurrence.

c) The Parties agree that in the event of a security breach, the Party whose system was the subject of the security breach shall follow the requirements set forth in the State Administrative Manual and shall work with the other Party whose data was breached to provide any notification that may be necessary pursuant to Civil Code Section 1798.29.

V. RESPONSIBILITIES AND RIGHTS OF THE PARTIES

1. **Compliance**. Each of the Parties' employees, contractors and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the data shared under this Agreement. The Parties agree to obtain an appropriate confidentiality commitment from each employee, contractor or agent with access to Data pursuant to this Data Sharing Agreement. Nothing in this paragraph

authorizes sharing Data provided under this Data Sharing Agreement with any other entity or for any purpose other than completing the Parties' work under this Data Sharing Agreement.

2. **Prohibited Disclosure.** The Parties agree to block access to or to prevent re-disclosure of any Data received from the other Party pursuant to this Data Sharing Agreement. The Party receiving the Data shall not disclose any Data obtained under this Data Sharing Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The recipient may publish results of general information (e.g., scope of participation), but specifically agrees to delete any Data items that include identifiable student information and to require all employees, contractors and agents of any kind to also abide by this paragraph.

3. **Subcontractors**. Each Party must obtain prior approval in writing of any third-party, including subcontractors, who may have access to Students' Education Records in order to assist the Parties in the performance of their obligations under the CCAP Agreement. Such approval shall be requested in advance and provide the other Party with:
   a) A copy of the proposed subcontract;
   b) Background information about the subcontractor and its executives; and
   c) Any other information reasonably requested by the other Party.

   The Parties shall ensure that any such third-parties or subcontractors that create, receive, maintain, or transmit Data on behalf of a party agree to the same restrictions, conditions, and requirements that apply to the Parties with respect to such information.

4. **Storage.** Each Party represents that it will use, collect, store, transmit and manage the Data disclosed to it by the other Party in accordance with federal and state laws. All copies of the Data of any type, including any modifications or additions to Data from any source that contains information regarding individual students, are subject to the provisions of this Data Sharing Agreement in the same manner as the original Data. The ability to access or maintain Data under this Data Sharing Agreement shall not, under any circumstances, transfer from the Parties to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of the Parties. Data from the Parties shall not be taken outside the United States.

5. **Data Transfer.** Data provided under this Data Sharing Agreement shall be transferred via a secure and private channel.

6. **Destruction of Data.** The Parties shall destroy all Data and provide verification in writing of the destruction of all copies of the Data obtained under this Data Sharing Agreement within six (6) months if this Agreement is terminated for any reason. All Data no longer needed shall be destroyed or returned to the disclosing Party in compliance with 34 CFR Section 99.35(b)(2). The Parties agree to require all employees, contractors, or agents of

any kind to comply with this provision.

7. **Data Requests.** The Parties may decline to comply with a request if it determines that providing the Data requested would not be in the best interest of the disclosing Party. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the Data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.

8. **Distribution.** The Parties will provide each other with an electronic copy of the final versions of any and all reports or other documents based on the Data obtained through this Agreement (if applicable). The Party who owns the Data, reserves the right to distribute and overwise use the final report and associated documents in its discretion, in sum or in part. The other Party or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the owning Party and the owning Party's approval is first obtained.

VI. INTELLECTUAL PROPERTY

At all times, the Parties maintain sole ownership over their own respective Data. The Parties agree that they do not establish any ownership over the other Party's Data received pursuant to this Data Sharing Agreement and that they will not contact any individuals whose Data has been disclosed. A Party shall not publish any work based on the Data obtained from the other Party without the prior written consent of the disclosing Party. In order to protect the confidentiality of previously identified directory information disclosed to a Party, the authorized representatives agree to provide to each other, for the other Party's review at least thirty (30) days prior to publication or presentation, any proposed publications or presentation which are to make public any findings, data, or results based on the Data obtained through this Data sharing Agreement. Each Party reserves the right to withdraw its consent at any time.

VII. GENERAL TERMS AND CONDITIONS

A. Representation, Warranties and Covenants of the Parties

1. Relationship of the Parties. The Parties are acting as independent organizations under this Data Sharing Agreement for the purposes as set forth in the Recitals. PCCD is neither an employee, subcontractor, nor an agent of OUSD. PCCD shall have no right or authority to enter into agreements on behalf of or otherwise bind, OUSD, and OUSD shall have no right to enter into agreements on behalf of or otherwise bind PCCD. OUSD is neither an employee, subcontractor, nor an agent of PCCD. OUSD shall have no right or authority to enter into agreements on behalf of or otherwise bind PCCD, and PCCD shall have no right to enter into agreements on behalf of or otherwise bind OUSD.

2. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority and capacity to enter this Data Sharing Agreement and to perform

its obligations herein, including all approvals and consents required from any other person or governmental authority; and (ii) this Data Sharing Agreement constitutes a valid, legally binding Data Sharing Agreement of such Party, enforceable against such Party in accordance with its terms.

3. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Data Sharing Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

B. Waiver. No verbal or implied waiver of any breach of any provisions of this Data Sharing Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Data Sharing Agreement. Any waiver by either party must be in writing and delivered to the other party.

C. Applicable Law. This Data Sharing Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. Should any litigation be commenced between the Parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

D. Counterparts. This Data Sharing Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Data Sharing Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Data Sharing Agreement.

E. Entire Agreement. This Data Sharing Agreement, along with the CCAP Agreement, constitute the entire agreement between the Parties with regards to Data sharing and supersedes all prior discussions, negotiations, whether oral or written. This Data Sharing Agreement may be amended or modified only by a written instrument executed by both Parties.

F. Construction of Data Sharing Agreement. Both parties have participated in the negotiation and drafting of this Data Sharing Agreement. Therefore, the terms and conditions of this Data Sharing Agreement shall not be construed against either party as the drafting party.

G. Signature Authority. Each Party has the full power and authority to enter into and perform this Data Sharing Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Data Sharing Agreement.

H. Survival. Sections II, IV.B-C, V, VI, and VII of this Data Sharing Agreement shall survive termination of the Data Sharing Agreement.

I. Severability. If any part of this Data Sharing Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Data Sharing Agreement will remain in full force and effect.

VIII. NOTICE

Any request, notice or other communication by either Party shall be given in writing and by e-mail and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Siri Brown Title: Vice Chancellor, Academic Affairs Email: sbrown@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Mike Smith Title: Deputy General Counsel Email: mike.smith@ousd.org Mailing Address: 1000 Broadway, Suite 680, Oakland, CA 94607 Telephone: (510) 879-8535 Fax: (510) 879-4046 With a copy to: Susan Beltz Title: Chief Technology Officer Email: susan.beltz@ousd.org Mailing Address: 1000 Broadway, Suite 440, Oakland, CA 94607

[Signature Page to Follow]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

PERALTA COMMUNITY COLLEGE DISTRICT	**OAKLAND UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Print Name: Frances L. White, Ph.D.	Print Name: Dr. Kyla Johnson-Trammell
Title: Acting Chancellor	Title: Superintendent
Date: _____	Date: 6/30/2020

[Signature Page to Data Sharing Agreement]

Exhibit D

Peralta Community College District
High School
CCAP Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Peralta Community College District's (PCCD) High School Dual Enrollment Program is designed to offer high school students career technical education or preparation for transfer to college, to improve high school graduation rates, or to help high school students achieve college and career readiness.

High school students enrolling in a college level course must meet course requirements. The student must follow all the regulations and policies of the college, including adhering to any prerequisite requirements.

Dual Enrollment high school students are exempted from paying the California Community College enrollment fees and all other fees. ***High school students enrolled in more than 15.0 units per semester are required to pay enrollment and all other mandatory fees*** (See the current PCCD class schedule for current fees).

Access to the High School CCAP Dual Enrollment Program is NOT allowed for:

1. Recreation or hobbies.
2. Any class that is offered at the high school.

By signing the High School CCAP Dual Enrollment Form, the student's parent/guardian is indicating agreement with, and giving consent for, their student's participation in any of the courses offered at the student's high school, another high school, or at any of the four Peralta Community College District colleges (Berkeley City College, College of Alameda, Laney College and Merritt College.) This applies to the years the student is enrolled in the Oakland Unified School District high school.

CCAP Dual Enrollment college classes are PCCD classes. The grade received will appear on the student's official PCCD college transcript and the student's high school transcript, and will count toward financial aid eligibility should the student decide to attend a PCCD college or another institution of higher education.

Steps to Enroll in the High School Dual Enrollment Program:

1. Go online to Peralta.edu and click "Apply and Enroll" to complete an Admission application.
2. Consult your high school counselor to find out what Dual Enrollment course(s) are being offered and choose the course you would like to take. **You must adhere to any prerequisite requirements.**
3. Get your parent's approval to enroll in a college class and have them sign this form (this is only done once.)
4. Complete the rest of the section "High School Student's Information."
5. If the college pre/co-requisite course has not been completed, participate in multiple measures assessments.
6. Review your rights with respect to your education records and disclosures of information at http://web.peralta.edu/admissions/official-transcript-request/verificationsrelease-of-information/ferpa-2/ .
7. If you would like your parent to be able to conduct business for you or request information on your behalf complete the Authorization for Release of Student Records form.
8. Submit your Dual Enrollment Form to an approved high school official who is managing college courses on your high school campus.

Units earned will be granted as college credit. It is the high schools district's prerogative to grant high school credit for courses taken in the Peralta Colleges. The Office of Admissions and Records will send a transcript to Oakland Unified School every semester.

Peralta Community College District
High School
Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Please write in blue or black ink and write legibly

PERALTA ID # (8 digits): _____ **H.S. Grade Level:** _____

High School Student's Information (All sections required)

Student's Name: _____
Last Name *First Name* *M.I.*

Date of Birth: _____

Address: _____
Street *City, State* *Zip*

Phone #: _____ **Email Address:** _____

H.S. Student's Signature: _____ **Date:** _____

I hereby certify that I am the parent/guardian of the above-named student and I am in agreement with, and give my consent for, their participation in any Peralta Community College class during the years my student is enrolled in this high school.
I HAVE READ AND UNDERSTAND THE STEPS FOR DUAL ENROLLMENT. I HEREBY AUTHORIZE THE OAKLAND UNIFIED SCHOOL DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORDS TO PERALTA COMMUNITY COLLEGE DISTRICT. I HEREBY AUTHORIZE PERALTA COMMUNITY COLLEGE DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORD TO THE OAKLAND UNIFIED SCHOOL DISTRICT.

Parent or Guardian's Signature: _____ **Date:** _____

High School Authorization

Permission is granted for the above-named student to enroll in courses at: All Peralta Colleges

High School Currently Attending: _____

H.S. Counselor (or Designee) Signature: _____ **Date:** _____

**Per Education Code Section 48800, for summer sessions, K-12 principals may not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of the recommendation.*

Board Office Use: **Legislative File Info.**	
File ID Number	21-1417
Introduction Date	6/16/21
Enactment Number	21-1029
Enactment Date	6/16/2021 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College and Career Readiness
Jenine A. Lindsey, Executive Director Labor Relations & ADR
Leslie Hsu, Manager, Dual Enrollment

Meeting Date June 16, 2021

Subject Amendment No. 2 to College and Career Access Pathway (CCAP) Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Ask of the Board Approval by the Board of Education of Amendment No. 2 to the College and Career Access Pathway Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD), for the latter to provide AB 288 pathway courses, as defined, to high school students of the District. All other terms and conditions of the Agreement remain in full force and effect.

Background On June 5, 2019, the Board approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges, and OUSD together. The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1. The CCAP Amendment #1 expires on June 30, 2021 therefore OUSD and PCCD mutually agreed to extend the agreement, for one year, through June 30, 2022.

Fiscal Impact Dual Enrollment offers both PCCD and OUSD opportunities to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

The CCAP Agreement has negotiated language around costs if school sites do not meet the enrollment minimums set by PCCD, which are 25 (20 for Career Technical Education courses) students or more in each Dual Enrollment class. These costs are

embedded in the school's budget and are considered during the budget development process at school sites. During the 2021-21 school year, OUSD will not incur any direct costs associated with offering Dual Enrollment courses for underenrollment. During Budget Development, school sites integrate Dual Enrollment costs into their budget planning to ensure that students have the proper textbooks, supplies, materials and staffing to successfully support students to complete courses

Attachment(s)

- CCAP Amendment Agreement

Amendment #2 to College and Career Access Pathways (CCAP)
between
Peralta Colleges
and
Oakland Unified School District

Background

On June 5, 2019, the Board of Education ("Board") of the Oakland Unified School District ("School District" or "OUSD") approved the College and Career Access Pathways ("CCAP") Partnership Agreement ("Original Agreement") between The Peralta Community College District on behalf of its community colleges (together, "PCCD"), and OUSD together, the "Parties"). The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The Parties amended the Agreement on June 29, 2020 by Amendment #1. The term "Agreement" shall reference the Original Agreement as amended by Amendment #1.

Amendment #2

This Amendment #2 to the Agreement amends the Agreement as set forth below.

A new Paragraph 33 shall be added that reads: "All Course Agreements may include an online/distance learning model in which students and instructors engage through electronic devices.. If a Course is held at OUSD, OUSD shall be responsible for providing notice to its personnel and students and PCCD Instructors of the requirements and their respective obligations with regards to all specific health and safety protocols related to the Course or being present on OUSD property in compliance with all Orders (defined below) related to the COVID-19 pandemic, for enforcing compliance with those protocols and for safeguarding the health and safety of personnel, students and all others present on its campuses. Without limiting the foregoing, OUSD shall be responsible for implementing any and all cleaning and other safety and health measures required or recommended by any applicable orders or directive of any applicable governmental entity (including the City, County, State, and/or the Federal Government, including its associated agencies such as the Center for Disease Control) to ensure that OUSD premises and campus operations are safe for use and occupancy by its staff, students, and PCCD Instructors and to protect against COVID-19 exposure and transmission."

The last sentence of Paragraph 7.C shall be amended to read (with additions noted with underline): "Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days **from the date of Course cancellation or from the date of the Course's scheduled start date, whichever is earlier**."

The last sentence of Paragraph 7.D shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Under AB288, students may receive dual credit at both the K-12 and the college level, as ~~to be~~ determined by the Parties"

The last sentence of Paragraph 7.E shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Faculty shall be physically present in the classroom or

lab or within the line-of-sight of the students**, if the classes are to be held in-person and on-site**."

The following sentence shall be added as the first sentence of Paragraph 7.M: "Each party shall provide personnel services to perform clerical services associated with their respective services."

The last sentence of Paragraph 2 shall be amended to read (with additions noted with underline and deletions noted with strikethrough): "Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect June 30, 2022, unless otherwise terminated by the Parties in the manner described herein."

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

OAKLAND UNIFIED SCHOOL DISTRICT	PERALTA COMMUNITY COLLEGE DISTRICT
By:	By:
Name: Dr. Kyla Johnson-Trammell Superintendent Date: 6/17/2021	Name: Dr. Jannette Jackson Interim Chancellor Date:
By:	By:
Name: Shanthi Gonzales Board President Date: 6/17/2021	Name: Dr. Siri Brown Vice Chancellor, Academic Affairs Date:
	By:
	Name: Royl Roberts Chief of Staff Date:

Approved as to form on May 21, 2021

Board Office Use: **Legislative File Info.**	
File ID Number	20-1397
Introduction Date	6/29/2020
Enactment Number	20-1134
Enactment Date	6/29/2020 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lucia Moritz, High School Network Superintendent
Leslie Hsu, Manager of Dual Enrollment
Jenine A. Lindsey, Executive Director Labor Relations & ADR

Board Meeting Date June 29, 2020

Subject Amendment to College and Career Access Pathway (CCAP) Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD)

Action Approval by the Board of Education of the Amendment to the College and Career Access Pathway Partnership Agreement between the Oakland Unified School District (OUSD) and the Peralta Community College District (PCCD).

Background On May 22, 2019, the Board approved the CCAP between OUSD and PCCD. The CCAP expired on June 30,2020, therefore OUSD and PCCD mutually agreed to extend the agreement, for one year, through June 30, 2021.

Fiscal Impact Dual Enrollment offers both PCCD and OUSD opportunities to collect apportionment from the state for students that are enrolled in both institutions. To be enrolled in Dual Enrollment courses, students must be enrolled in OUSD schools for at least 240 instructional minutes. Peralta collects Full Time Equivalent Student (FTES) allocation from the state for each high school student that is enrolled in a PCCD course.

The CCAP Agreement has negotiated language around costs if school sites do not meet the enrollment minimums set by PCCD, which are 25 (20 for Career Technical Education courses) students or more in each Dual Enrollment class. These costs are embedded in the school's budget and are considered during the budget development process at school sites. During the 2020-21 school year, OUSD will not incur any direct costs associated for offering Dual Enrollment courses for under

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

Attachment CCAP Amendment Agreement

Legislative File 20-1397

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

Background

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

Amendment

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

1. This Amendment No. 1 to the Agreement, as well as the Agreement, constitutes the entire understanding and agreement between the Parties. The Agreement is amended as set forth in paragraph numbers 2 to 4 below.

2. **The Agreement shall be amended to include the following provision in light of the recent Coronavirus ("COVID-19") pandemic and related "Shelter in Place Order" enacted by Alameda County Office of Public Health and the State of California.**

   All Course Agreements shall include an online/distance learning model in which students and instructors engage through electronic devices.

3. Exhibit A, Section 1 should name School District Representative as Lucia Moritz, High School Network Superintendent, lucia.moritz@ousd.org, 510-879-4118, 1000 Broadway, Suite 440, Oakland CA 94607

4. From page 7 of the original CCAP agreement, the State allocation for Dual Enrollment and all Special Populations has increased to the following:

Per PCCD enrollment management guidelines and collective bargaining agreement, the minimum enrollment per Course is 25 students (20 for Career Education). Once a Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course

Agreement; provided, however, that if the number of students actually enrolled in a Course is less than 25 students (or 20 for CE), PCCD has the option to cancel the Course OR the High School Site/School District will pay the cost associated with the difference between the minimum number (i.e., 25 or 20) and the actual number of students in the Course.

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

Units per Class	Number of weeks/semester	FTES calculation	Peralta Revenue per FTES	Per student revenue needed
0.5	17.5	0.02	$5,804	$116.08
1	17.5	0.03	$5,804	$174.12
2	17.5	0.07	$5,804	$406.28
3	17.5	0.10	$5,804	$580.40
4	17.5	0.13	$5,804	$754.52
5	17.5	0.17	$5,804	$986.68

This cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course. Compensation would be calculated by multiplying the number of students under 25 in the Course by the above per student revenue based on the Course's number of units. This factor shall increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD shall inform School District of the COLA adjustment in writing at the start of each semester if such an increase occurs. For example, for 2020-21 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of $5,804.00. In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be $3,772.60.

The above cost schedule is subject to change pending State and PCCD policies, guidelines and costs. Notice of any such changes must be provided to School District no later than sixty (60) days prior to the start of the applicable semester. Invoices for under-enrolled Courses shall be provided to School District no later than four (4) weeks from the census date for the applicable semester. Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days.

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

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Kyla Johnson-Trammell
Superintendent

Date: 6/30/2020

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Frances L. White, Ph.D.
Interim Chancellor (*Authorized Agent*)

Date: _____

By:_____
Vice Chancellor of Academic Affairs

Date: _____

Approved as to Legal Form for the Oakland Unified School District:

By: _____

Name: Joshua R. Daniels

Date: June 28, 2020

Approved as to Legal Form for the Peralta Community College District

By:_____

Name: _____

Date: _____

Peralta Community College District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

Oakland Unified School District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT AND
THE
OAKLAND UNIFIED SCHOOL DISTRICT

This College and Career Access Pathways (CCAP) Partnership Agreement ("Agreement") is between the Peralta Community College District on behalf of its community colleges (together, "PCCD") and Oakland Unified School District ("School District"). This Agreement is dated as of _____, 2019 (the "Effective Date").

RECITALS

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

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

WHEREAS, California Assembly Bill 288, which was enacted on January 1, 2016 and added to the California Education Code as Section 76004, ("AB288"), allows community college districts and high school districts to collaborate "for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness;"

WHEREAS, given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, PCCD and School District desire to collaborate and provide college credit courses pursuant to AB288 ("Courses") to high school students within School District's geographic boundaries to provide pathways from high school to college that increase student persistence and completion rates at both institutions (the "CCAP Program");

WHEREAS, the Parties desire to enter into this Agreement to comply with the requirements outlined under AB288, memorialize their collaboration for this CCAP Program, set forth their mutual rights and responsibilities and the terms of their relationship and the Courses;

WHEREAS, course instruction shall comply with this Agreement and such other student selection standards, curriculum guidelines, recommendations, policies and procedures required by applicable California law, to the extent they do not conflict with the specific provisions of Education Code Section 76004;

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

WHEREAS, the Parties intend for PCCD to report full-time equivalent students ("FTES") and obtain State of California ("State") apportionment for the Courses in accordance with California Code of Regulations, Title 5 ("Title 5, CCR"), sections 58050, 58051, and 58051.5, along with any other applicable regulations; and

WHEREAS, all Courses shall be offered as face-to-face courses within PCCD's service area and on-line courses are not available under this Agreement; and

WHEREAS, nothing hereunder is meant to preclude the Parties from any benefits under other statutes, as long as those provisions do not conflict with this Agreement or the requirements of AB288.

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. **Outline of AB288; Point of Contact; Recitals.**

   A. Courses offered as part of this Agreement shall be community college courses applicable towards a career in technical education at, or preparation for transfer to a community college, to improve high school graduation rates, or to help high school students achieve college and career readiness. Exhibit A ("Operational Guidelines and Coordination of Responsibilities") to this Agreement, which is hereby incorporated and made a part hereof, specifies additional detail regarding: the total number of high school students to be served and the total number of FTES projected to be claimed by PCCD for those students; the scope, nature, time, location, and listing of community college courses to be offered; and the criteria in assessing the ability of students to benefit from those courses.

   B. The Parties have identified their respective points of contact for this Agreement under Exhibit A, as described in more detail under Section 27 hereof.

   C. The above recitals are incorporated herein and made a part of this Agreement.

2. **Board Approvals; Effective Date and Duration.** As set forth on the signature page, each Party's respective governing board has met and approved this Agreement in accordance with AB288's requirements as set forth in Section 31 hereof and this Agreement must be signed by an authorized representative of each Party. Prior to the commencement of the relationship contemplated by this Agreement, a copy of this signed, board approved Agreement shall be filed with the California Community College Chancellor's Office ("Chancellor's Office") and the California Department of Education. The Chancellor's Office may void this Agreement if it determines that the Agreement does not comply with the requirements of AB288. Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect June 30, 2020, unless earlier terminated by the Parties in the manner described herein.

3. **Student Eligibility**

   A. Eligible students include those who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer,

improving high school graduation rates, and assisting high school students to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificates."

B. Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students (other than those with a non-immigrant status) for tuition purposes are exempt from paying all or part of nonresident tuition. Students must be special admit part-time students who are attending high school in California.

4. **Early Termination.** This Agreement may be terminated by either Party hereto if the other Party fails to comply in a timely manner with any of its obligations hereunder. Termination shall be effective sixty (60) calendar days (or such later time set forth in the notice) after the terminating Party delivers a written notice to the other Party specifically indicating the nature of the breach, if the other Party fails to cure within such timeframe, provided however that this Agreement shall continue in full force and effect with regards to any Course then being taught until the end of such Course, unless prohibited by law.

This Agreement may also be terminated for any reason by either Party. The Party desiring early termination without cause must provide written notice to the other Party so indicating. Termination shall be effective no sooner than the later of (i) thirty (30) calendar days after actual receipt of the written notice or (ii) the end of any Course then being taught. Once this Agreement is terminated, any Courses under this Agreement scheduled for the following semesters shall also be terminated.

5. **Course Agreements; Collaboration.**

A. The Parties acknowledge that, pursuant to AB288, a community college district participating in a CCAP partnership shall not (and PCCD will not) provide physical education course opportunities to high school students pursuant to AB288 or any other course opportunities that do not assist in the attainment of at least one of the goals listed in Section 2(a) of AB288.

B. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B. This Agreement must be referenced in each Course Agreement, and the terms of this Agreement are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to AB288 courses with high school students from School District. The Course Agreements indicate the time, date, location, number of educational hours, PCCD credits offered, number of students, course description, and any other specifics related to each Course and as required under AB288. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency unless approved by School District. ***Except as provided in Section 17 herein, the terms of this Agreement may NOT be modified by a Course Agreement, and any inconsistency between the Agreement and the terms of a Course Agreement shall be resolved in favor of this Agreement.*** Any pre-existing dual enrollment agreements or other dual-enrollment agreements hereinafter executed which are not intended to be AB288 partnership agreements shall remain in full force and effect.

C. While Courses shall be college courses meeting PCCD's course rigors and requirements, PCCD shall work collaboratively with School District's Superintendent or Dual Enrollment administrator to identify possible course offerings and related objectives and outcomes. The Vice President of Instruction at each Peralta College (or their designee) shall be responsible for developing, approving, and implementing CCAP Program Course Agreements and coordinating with School District's Dual Enrollment Administrator. The Vice Chancellor of Student Services shall oversee enrollment of high school students into the Courses and support the School District in a timely manner with any enrollment issues that may arise, including but not limited to Add/Drops and waiving of student fees, as applicable.

6. Certifications for State Apportionment Purposes.

A. Both Parties agree that School District shall not receive a state allowance or apportionment for an instructional activity (e.g. a Course) for which PCCD has been, or shall be, paid an allowance or apportionment.

B. The Parties agree that the attendance of a high school student at a community college as a special part-time or full-time student pursuant to this Agreement is authorized attendance for which PCCD shall be credited or reimbursed pursuant to Education Code Section 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity.

C. The School District certifies, agrees and acknowledges that PCCD will claim State apportionment or allowance for all students enrolled in the Courses under this Agreement.

D. The School District certifies that the direct education costs of the Courses offered as part of this Agreement are not being fully funded through any public or private agency, individual, group or other sources.

E. PCCD certifies that it does not and shall not receive full compensation for the direct education costs of conducting the Courses from any public or private agency, individual, group or other sources.

F. School District certifies and agrees that it shall not receive any reimbursement for the Courses and instructional activities provided under this Agreement.

G. PCCD certifies that any PCCD instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Education Code Section 87010, or any controlled substance offense as defined in Education Code Section 87011.

H. School District certifies that no PCCD instructor teaching a Course at a School District high school has displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

I. PCCD certifies that no School District high school teacher teaching a Course offered for college credit at a School District high school has displaced or resulted in the termination of an existing PCCD faculty member teaching the same course at a PCCD college campus.

J. PCCD certifies that the Courses taught hereunder for college credit at a School District high school campus do not reduce access to the same course offered at a PCCD college campus.

K. PCCD certifies that a community college course offered at a PCCD college that is oversubscribed or has a waiting list shall not be offered as a Course hereunder.

L. PCCD certifies that participation in this Agreement is consistent with PCCD's core mission pursuant to Education Code Section 66010.4 and that students participating in the Courses offered pursuant hereto shall not lead to enrollment displacement of otherwise eligible adults at PCCD's colleges, except in instances where the students participating in the Courses offered pursuant hereto are seeking to enroll in a community college course that is required for the student's middle college high school program.

M. The Parties certify that any remedial course taught by PCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of PCCD pursuant to Title 5 CCR Section 58058(b)) at a School District high school shall be offered only to high school students who do not meet their grade level standard in math, English, English as a Second or Other Language or both, based on high school grades or an interim assessment in grade 10 or 11, as determined by the School District and its high schools, and that the delivery of these remedial courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remedial course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon high school graduation.

N. Each Party certifies that it shall comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Course hereunder offered for high school credit.

For purposes of allowances and apportionments from Section B of the State School Fund, PCCD when conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) of Education Code Section 76004 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school students.

7. Program Requirements.

A. The Courses shall comply with all applicable regulations, procedures, prerequisites and standards applicable to PCCD, and local policies, practices, and requirements of the School District. In the event of a conflict between the policies and requirements of PCCD and School District, the Parties shall make a good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition or instruction of a Course, PCCD's policies and requirements shall control. In the event the educational administrators are unable to resolve the conflict, the Parties shall escalate the issue to the School District and PCCD Representatives (as defined in Section 27 below). All matters shall be resolved in a manner such that this Agreement shall continue to comply with the requirements of AB288 and State apportionment requirements.

B. Set-Aside FTEF Funds for CCAP Courses. PCCD will provide School District Courses in the form of Full Time Equivalent Faculty (FTEF) to the Peralta Colleges no later than February 1 in preparation for the coming school year. FTEF will be provided for the Fall and Spring terms and PCCD will make every effort to maintain the FTEF with the number of courses offered in the prior school year. PCCD shall notify School District by February 1 if PCCD is unable to offer FTEF or unable to offer CCAP courses at the levels requested by School District.

C. Enrollment Period. The enrollment period for all Courses during the 2019-2020, 2020-2021, and 2021-2022 academic years shall be as follows:

[December 1]	School District shall submit all Course requests for the following academic year.
[December 1]	PCCD to confirm and notify School District of CCAP courses to be offered in Spring.
[January 1]	Last date for Spring courses (negotiated the previous year) to be cancelled with no financial repercussions for School District.
[February 1]	School District notified of FTEF allocations for coming school year.
[January 1-May 1 (Fall)] [June 1- December 1 (Spring)]	The period during which Course Agreements are negotiated.
[May 1]	PCCD to confirm and notify School District of CCAP courses to be offered in Fall.
[June 15 (Fall)] [Dec 15 (Spring)]	All Course Agreements are due (signed and fully executed for the next academic year).
[June 1]	Last date for Summer courses to be cancelled with no financial repercussions for School District. All Summer Course Agreements are due (signed and fully executed for the next academic year).
[August 15]	Last date for Fall courses to be cancelled with no financial repercussions for School District.
[One week prior to Census Date]	Dual Enrollment Forms submitted to PCCD.

For example: for Spring semester courses during the 2019-2020 academic year, PCCD shall confirm and notify School District of courses to be offered by December 1, 2019. In special circumstances, a Course may still be requested and approved outside of these deadlines. In such an event, the School District and PCCD will work diligently together to hold the Course within PCCD policies.

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

Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement; provided, however, that if the number of students actually enrolled in a Course is less than 25 students (or 20 for CE), PCCD has the option to cancel the Course OR the High School Site/School District will pay the cost associated with the difference between the minimum number (i.e., 25 or 20) and the actual number of students in the Course.

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

Units per Class	Number of weeks/semester	FTES calculation	Peralta Revenue per FTES	Per student revenue needed
0.5	17.5	0.02	$5,547	$ 110.94
1	17.5	0.03	$5,547	$116.41
2	17.5	0.07	$5,547	$388.29
3	17.5	0.10	$5,547	$554.70
4	17.5	0.13	$5,547	$721.11
5	17.5	0.17	$5,547	$942.99

This cost compensates PCCD for the loss in revenue incurred by offering the low-enrolled Course. Compensation would be calculated by multiplying the number of students under 25 in the Course by the above per student revenue based on the Course's number of units. This factor shall increase based on the Cost of Living Adjustment (COLA) provided by the State each year, and PCCD shall inform School District of the COLA adjustment in writing at the start of each semester if such an increase occurs. For example, for 2018-19 a 3-unit Course under enrolled by 10 students, would represent a loss to Peralta of $5547.00. In the case of a 4-unit Course that is under enrolled by 5 students, the loss to Peralta would be $3605.55.

The above cost schedule is subject to change pending State and PCCD policies, guidelines and costs. Notice of any such changes must be provided to School District no later than sixty (60) days prior to the start of the applicable semester. Invoices for under-enrolled Courses shall be provided to School District no later than four (4) weeks from the census date for the applicable semester. Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days.

D. Number of Course Hours Sufficient to Meet the Stated Student Learning Outcomes. PCCD shall determine the student learning outcomes for each of the Courses and the number of course hours necessary to meet the learning outcomes, consistent with offerings of the same course at a Peralta College campus. The student learning outcomes and corresponding course hours shall be specified in the related Course Agreement. Under AB288, students may receive dual credit at both the K-12 and the college level, as to be determined by the Parties.

E. Supervision and Evaluation of Students. PCCD shall assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD and School District. The Parties shall take necessary measures to ensure that

different sections of the same Course are taught in a manner consistent with the approved outline of record for the Course, as required by PCCD.

Instruction shall include best practices in teaching and learning and an integrated, outcome-based curriculum and instruction. PCCD and School District shall coordinate to ensure students will receive academic-related support services, such as tutoring, in order to facilitate their success.

Supervision and evaluation of students shall be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5 CCR Sections 58051 and 580056. Student conduct will be governed by both PCCD's Code of Conduct (Administrative Procedure 5500, Board Policy 5500) and any other applicable PCCD policies and procedures and the high school site's Code of Conduct. During each Course, all students shall be under the immediate instructional supervision and control of the PCCD instructor teaching the Course who may be a PCCD part-time faculty member or PCCD contract faculty member. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and shall not have any other assigned duty during the instructional activity. Faculty shall be physically present in the classroom or lab or within the line-of-sight of the students.

F. Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course or late addition to the Course, must be in accordance with PCCD guidelines, policies, pertinent statutes and regulations. Students who withdraw from courses offered as part of this CCAP Agreement will not receive college credit.

G. Grades. Grades earned by students enrolled in Courses offered as part of this CCAP Agreement shall be posted on the official College transcript. Students may submit a request for Pass/No Pass, prior to PCCD's Add/Drop deadline, if the Course is designed as such in the college approved course outline of record.

H. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors, who shall be PCCD faculty members regardless of whether or not the course is offered on site at PCCD or the School District. All instructional activity shall be under the immediate supervision and control of a PCCD instructor who has met the minimum qualifications for instruction in the discipline of the Course at a California community college.

I. Facilities.

i. *Not Open to Public*. Pursuant to Education Code Section 76004(o), PCCD *may* limit enrollment in a Course solely to eligible high school students if the Course is offered at a high school campus of the School District during the regular school day and the Course is offered pursuant to this Agreement.

ii. *Open to Public*. Except as stated in subsection (i) above, all Courses should be open to the general public, to anyone who meets properly established prerequisites or enrollment limitations and must be held at facilities which are clearly identified as

being open to the general public. As such, all Courses held at a School District facility shall be at a time when the facility is open to the public, provided however, the Parties acknowledge and agree that School District may require reasonable sign in and sign out requirements for any person attending a Course at a School District facility. PCCD's policy on open enrollment along with a description of the Course and information about whether the Course is offered for credit and is transferable shall be published in the applicable Peralta College catalogue, schedule of classes and any addenda to the schedule of classes.

If a Course is held at the School District, the School District shall provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. School District agrees to clean, maintain and safeguard School District's premises, including the space provided for Courses, including entries, hallways and restroom facilities. School District warrants that its facilities are safe and compliant with all applicable building, fire and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors shall act in accordance with PCCD's policies, procedures and code of conduct and inform the principal of the applicable school ("School Principal") as soon as reasonably possible. If the Course is held on School District property, School District personnel shall be responsible for the safety of the students participating in the Courses.

J. Equipment. PCCD understands and agrees that under State law, School District K-12 students cannot be assessed fees for equipment, supplies, materials and textbooks, as a condition to participation in educational experiences as a part of their public education. All equipment, textbooks and supplemental supplies and materials required for Courses shall be provided free of charge to School District students. The School District shall bear the cost of such equipment, materials, supplies and textbooks, provided however that, as part of the preparation of each Course Agreement, the Parties shall meet and confer to confirm the requisite materials for said Course. The PCCD instructor shall determine the type, make, and model of all equipment, books and materials to be used during each Course and may use materials and equipment previously purchased for past courses. In determining the type of textbooks to be used in each Course, the instructor may consider purchasing alternatives such as low-cost or no-cost options, book rentals or open educational resources. The signature of the Superintendent of the School District or his/her designee on the Course Agreement is required to bind the School District to pay for the equipment, books, supplies and materials to be used during each Course.

K. Enrollment.

i. **Enrollment Requirements**: Subject to Section 7.I(i), enrollment shall be open to any person who has been admitted to PCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience shall be determined by PCCD. All students must meet the standards and prerequisites of the PCCD.

The School District shall ensure that each student for the Courses has met all of PCCD's admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Dual Enrollment Form. The Dual Enrollment Forms must be delivered to and accepted by PCCD's Admissions

and Records Office. All fees are waived; however the applicant may obtain an AC transit pass and/or health care coverage by paying the applicable fees based on unit enrollment.

For high school students who meet all applicable enrollment requirements, PCCD's Admissions and Records Office shall enroll them into the Courses specified by the School District.

PCCD *may allow* a special part-time student participating under this Agreement to enroll in up to a maximum of 15 units per semester if all of the following circumstances are satisfied:
1. The total units constitute no more than four (4) Courses per semester;
2. The units are part of an academic program that is part of this Agreement; and
3. The units are part of an academic program that is designed to award students both high school diploma and an associate degree or a certificate or credential.

Priority Enrollment. PCCD may assign priority course registration to a student seeking to enroll in a Course that is required for the CCAP Program that is equivalent to the priority assigned to a student attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code Section 76001.

ii. Enrollment and Related Fees. Pursuant to AB288, high school students enrolled in courses offered through this Agreement shall not be assessed or charged a fee prohibited by Education Code Section 49011, including a fee charged to a student or a student's parent or guardian, as a condition for course registration or for textbooks, supplies, materials and equipment needed to participate in the course.

iii. If a special part-time student meets all three of the requirements pursuant to Section 7(J)(i), PCCD must exempt such student from payment of the following community college fees pursuant to the Education Code Section 76004(q):

a. Student representation fee. (Education Code Section 76060.5)
b. Nonresident tuition fee and corresponding permissible "capital outlay" fee and/or "processing fee." (Education Code Sections 76140, 7614, and 76142)
c. Transcript fees. (Education Code Section 76223)
d. Course enrollment fees. (Education Code Section 76300)
e. Apprenticeship course fees. (Education Code Section 76350)
f. Child development center fees. (Education Code Section 79121)

Pursuant to PCCD Board Policy 5030 Student Fees and Education Code Section 76300(f), the enrollment, campus use, and health service fees for students who are special part-time students enrolling under this Agreement (Education Code Section 76001) shall automatically be waived by PCCD. No AC Transit pass shall be provided by PCCD to such students. To ensure that all fees are promptly waived, School District shall provide PCCD's education administrator with a list of all students enrolled in CCAP courses prior to the enrollment deadline. School District shall notify PCCD of any holds on student accounts due to uncleared fees after the enrollment deadline and PCCD shall clear all such holds within forty-eight (48) hours of notification.

L. Student Academic Records; Information Sharing. All student academic records, including permanent records of student attendance, grades and achievement shall be maintained by PCCD.

The School District's Dual Enrollment Administrator may have request, and PCCD shall provide, student information purposes of monitoring student enrollment, identifying student holds and facilitating School District's collaboration with the PCCD Admissions and Records Team. FERPA release of student records is covered on Dual Enrollment Form (see Exhibit E).

School District's requests for student information are limited to the following:

1) Electronic Copies of Course rosters and student grades for CCAP Program courses.
2) Electronic Copies of Unofficial student transcripts for School District students participating in the CCAP Program.

Information sharing between the Parties is governed by the following, along with the Data Sharing Agreement attached hereto as Exhibit C:

i. *Acknowledgement of Receipt of Notice of FERPA Regulations*. PCCD and School District each understand and agree that education records of students enrolled in a CCAP Course and personally identifiable information contained in those education records are subject to the Family Educational Rights and Privacy Act ("FERPA"), including the disclosure provisions of FERPA and California law as set forth in Education Code Sections 49064 and 49076. PCCD and School District each agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to disclose such records except as authorized by applicable law or regulation or by prior written consent of the parent or guardian and student.

ii. *Limitation on Use*. PCCD and School District shall use each student education record that it may receive pursuant to this Agreement solely for the purpose(s) consistent with its authority and role hereunder and in accordance with Federal and California law, as may be applicable.

iii. *Recordkeeping Requirements.* PCCD and School District shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of student education records set forth under FERPA and applicable California law.

iv. PCCD shall provide Course grade roster data for relevant courses (per their Course Agreements) twice per year, following the end of each semester. PCCD shall provide high school transcript and grades data (pursuant to a separate Data Sharing MOU that PCCD and the School District have executed) in bulk to the School District. PCCD shall provide other requested relevant information and data to School District on an as needed basis in a timely manner so as to ensure the goals of the CCAP Program are met. See Exhibit D for such Data Sharing Agreement.

M. Support Services for Students. PCCD shall collaborate with School District to facilitate student success by providing academic support in areas of course-related tutoring and

accommodations. Any office hours shall be provided in accordance with the Peralta faculty contract. Upon identifying themselves to the instructor/PCCD and high school site, students with disabilities shall receive reasonable accommodations for learning through the high school site/district and/or PCCD's Disabled Students' Programs and Services department.

N. Parental Consent. It is the School District's responsibility to obtain, and maintain on file, written parental consent from parents/guardians of students seeking to take Courses under this Agreement.

8. Support Staff. School District shall provide personnel to perform clerical services. PCCD and School District will work together to provide services associated with outreach activities and recruiting students, student supports and other related services as may be necessary. PCCD, through the coordination of the Vice Chancellor of Student Affairs and Vice President of Student Services at each of the colleges (or their designees), will provide access to student support services staff to support interested students in their effort to successfully matriculate to Peralta Colleges and enroll in courses.

9. Instructors.

A. PCCD to Select Instructors.

i. The selection of instructors will follow in accordance with Article 18 of PCCD's applicable collective bargaining agreement. Course instructors shall be faculty of PCCD who meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). As such, these instructors shall be members of the Peralta Federation of Teachers bargaining unit ("PFT") and shall have the full rights and privileges accorded to them thereby, as well as by the Peralta Academic Senate and Education Code. The minimum qualifications shall be consistent with the requirements for other similar courses offered by PCCD and shall be published or otherwise listed by PCCD.

ii. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges, and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses under this Agreement. PCCD shall be the employer of record for purposes of assignment monitoring and reporting to the Alameda County Office of Education. School District shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates. If selected, such instructors shall also become part-time faculty of PCCD and be members of the PFT as described at the beginning of this Section. For purposes of this Agreement, eligible PCCD instructors and eligible School District teachers who are teaching Courses shall be collectively referred to as "PCCD instructors."

B. Requirements and Evaluation.

i. PCCD shall select and determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction and work in collaboration with School District to provide any requisite professional development activities.

ii. Prior to teaching, faculty provided by the School District shall receive discipline-specific training and orientation from PCCD regarding, but not limited to, course

curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping and other instructional responsibilities. Said training shall be approved by and provided by PCCD.

iii. PCCD Faculty provided by the School District will participate in professional development activities sponsored by PCCD as required by the terms and condition of the contract referenced in Section 9(A(ii) above and shall be encouraged to collaborate to address course content, course delivery, assessment, evaluation and/or research and development in the field.

iv. All faculty performance shall be evaluated by PCCD using the adopted evaluation process and standards for faculty of PCCD.

C. Conduct of Instructors

i. **Child Abuse and Neglect Reporting Act.** PCCD shall comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.

ii. **Staff Requirements.** PCCD shall adhere to the following staff requirements and shall provide School District with:

- **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Instructor working with students.

- **Fingerprinting of Agents.** Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor having contact with School District students under this Agreement. No person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement or otherwise provide services on a School District site. **Drug-Free / Smoke-Free Policy.** PCCD understands that School District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on School District property. PCCD agrees to require its instructors to adhere to this policy.

10. **Program Improvement.** PCCD and the School District may annually conduct surveys of PCCD and School District instructors, principals/administration, student services support staff and participating students, for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this Agreement.

11. **A-G Course Articulation with University of California and California State University.** In order to fulfill the CCAP objective of "improving high school graduation rates" and "increase student persistence and completion rates at both institutions" PCCD will submit A-G course approved lists to the University of California and California State University by the published deadlines so that students at School District may receive "a-g" credit for the college course they complete.

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

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

13. Indemnification.

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

B. PCCD shall defend, hold harmless, and indemnify School District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising from or connected with the performance by PCCD of its responsibilities hereunder and those in connection with the Data Sharing Agreement, that arise or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of School District or its faculty, personnel, independent contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

C. This indemnity provisions shall survive termination of this Agreement, the Data Sharing Agreement, or any related Course Agreement and is in addition to any other rights or remedies that School District or PCCD may have under law and/or otherwise.

14. Insurance Requirements.

A. Each Party shall obtain, pay for, and maintain in effect or self-insure during the life of this Agreement, the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under State law.

B. Each Party's policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this Section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party's coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this Section concerning minimum insurance requirements shall reduce a Party's liability or obligations under the indemnification provisions of this Agreement.

D. The Parties acknowledge that both Parties are permissibly insured or self-insured under California law.

15. **Discrimination and Harassment.** Each Party agrees it shall not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The Parties agree that all students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, military status, gender identity, medical condition (cancer related or genetic characteristic) as defined in Section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or PCCD's applicable board policies.

16. **Entire Agreement.** This Agreement (together with the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or promise made outside those expressly set forth in this Agreement and any related Course Agreement.

17. **Modifications and Amendments.** The provisions of this Agreement, and its exhibits attached hereto, may be modified only by mutual agreement of the Parties reflected in an executed amendment to this Agreement. No Course Agreement can modify the terms of this Agreement, unless expressly indicated in such Course Agreement that it is the intent of the Parties to deviate

from this Agreement and such Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs provided however that such modification shall apply only to the specific Course Agreement. No modification or amendment to this Agreement shall be agreed to or deemed effective to the extent it conflicts with AB288, and no amendment shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought. Except as provided herein above, in the event of a conflict between a Course Agreement and this Agreement, this Agreement shall supersede and control.

18. **Waiver.** Unless otherwise precluded by the terms of this Agreement, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

19. **Assignment.** Neither Party may assign any rights or benefits or delegate any duty under this Agreement without written consent of the other Party. Any purported assignment without written consent shall be void.

20. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any Party to this Agreement.

21. **Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

22. **Notices.** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

23. **Authority to Enter Into Agreement.** Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

24. **Status of the Parties.** Neither Party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other Party. Each Party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this Agreement and any related Course Agreement.

25. **Retention and Audit of Records.** Each Party shall maintain records pertaining to its performance of this Agreement and related Course Agreements as may be required by federal and state law.

Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.

26. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be Alameda County, California.

27. **Points of Contact; CCAP Oversight Committee**. The School District shall name under Exhibit A a senior School District executive to serve as the point of contact to PCCD ("School District Representative") for any issues concerning this Agreement. PCCD shall name a senior PCCD executive under Exhibit A to serve as PCCD's point of contact for any issues concerning this Agreement ("PCCD Representative"). These individuals, or their designees, shall be responsible for monitoring and facilitating the provisions of this Agreement.

The Parties shall maintain a CCAP Oversight Committee (the "CCAP Committee") to provide feedback, evaluation, and recommendations for changes or improvements to this special admit program and for addressing conflicting policies and requirements in order to ensure student success and operational effectiveness. The School District's Dual Enrollment Administrator, PCCD's education administrator (e.g. the Faculty Coordinator), the School District Representative and the PCCD Representative shall be members of the CCAP Committee. The School District Representative and the PCCD Representative may each appoint up to three (3) other members from their respective Parties to serve as members thereof. One of such members to be appointed by the PCCD Representative shall be a PFT representative.

The CCAP Committee shall meet regularly, at mutually agreed upon intervals, but no less than once a month (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the pilot, and other program-appropriate issues or concerns, successes, and recommendations, including whether to extend this Agreement and any changes that should be reflected in any such extension or renewal document.

28. **Reporting Requirements.** In accordance with AB288, PCCD, in conjunction with the School District, shall report annually to the Chancellor's Office all of the following:

1. The total number of high school students by school site enrolled in each CCAP Course under AB288, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws;
2. The total number of community college courses by course category and type and by school site enrolled in by students participating in this CCAP Program,;
3. The total number and percentage of successful course completions, by course category and type and by school site, of students participating in this CCAP Program; and
4. The total number of FTES generated by students participating in this CCAP Program.

School District shall provide all necessary data and assistance requested by PCCD to meet the reporting requirements under this Section 28 and under AB288.

29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The School District verifies that PCCD does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM.

31. **Approval of the Board.** As a condition of, and before commencing, this Agreement, the Board of Trustees of PCCD and the governing board of the School District, (i) at an open public meeting of each board, shall present this Agreement as an informational item; and (ii) at a subsequent open public meeting of each board, shall take comments from the public and approve or disapprove this Agreement. This Agreement shall not be executed until such time as it is approved by the governing board of PCCD and the governing board of the School District.

32. **Notice.** Any notices to be given pursuant to this Agreement shall be given in writing and delivered both by (1) e-mail and (2) delivered personally, or by first class United States mail, postage pre-paid, addressed to the parties at the addresses set forth below or at such other addresses as may be provided by written notice to the other party.

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Siri Brown Title: Vice Chancellor, Academic Affairs Email: sbrown@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: Fax: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Preston Thomas Title: Network Superintendent, High School Linked Learning Office Email: preston.thomas@ousd.org Mailing Address: 1000 Broadway, Suite 600, Oakland, CA 94607 Telephone: 510.579.2022 Fax: 510-879-4112

[Remainder of Page Intentionally Left Blank]

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

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Kyla Johnson-Trammell
OUSD Superintendent

Date: 6/6/19

Aimee Eng 6/6/19
Aimee Eng
President, Board of Education

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Frances L. White, Ph.D.
Acting Chancellor (*Authorized Agent*)

Date: _____

By: _____
Siri Brown, Ph.D.
Vice Chancellor of Academic Affairs
Date: _____

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

By: _____
Name: Amy Brandt, Staff Attorney
Date: 5/31/19

Approved as to Legal Form for the
For PCCD:

By: _____
Name: _____
Date: _____

Peralta Community College District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

File ID Number: 19-0962
Introduction Date: 5/22/19
Enactment Number: 19-0916
Enactment Date: 6/26/19 lf

Oakland Unified School District Board Meetings:

(a) Information Board Meeting Date:
(b) Public Comment and Approval Board Meeting Date:

[Signature Page to College and Career Access Pathways (CCAP) Partnership Agreement]

EXHIBIT A

Operational Guidelines and Responsibilities

WHEREAS, Peralta Community College District ("PCCD") and Oakland Unified School District ("School District") agree to record certain specific components of the College and Career Access Pathways ("CCAP") Partnership Agreement, dated as of _____, 2019 ("Agreement"), the terms of which are incorporated herein by this reference, using this Exhibit A for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses;

WHEREAS, the terms of the Agreement are incorporated herein by this reference; and

WHEREAS, PCCD and School District are important strategic partners because School District is a significant feeder into the Peralta Colleges. It is in the best interest of PCCD and School District to prioritize in the CCAP/Dual Enrollment collaboration and all the related activities that are critical for its success, so as to promote Oakland students' matriculation into Peralta Colleges, to encourage students' persistence through courses and the completion of a degree.

NOW THEREFORE, PCCD and School District agree as follows:

1. Point of Contact

The PCCD Representative and School District Representative for the purposes of the Agreement for the term of this Exhibit are as follows:

	Name and Title	Telephone	Address	Email
PCCD Representative	Dr. Siri Brown, Vice Chancellor of Academic Affairs	510.466.7218	333 East 8th Street, Oakland, CA 94606	sbrown@peralta.edu
School District Representative	Preston Thomas, High School Network Superintendent	510.579.2022	1000 Broadway, Suite 440 Oakland, CA 94607	preston.thomas@ousd.org
School District Dual Enrollment Administrator	Leslie Hsu Freeman, Manager of Dual Enrollment	510-879-2686	1000 Broadway, Suite 440 Oakland, CA 94607	leslie.hsu@ousd.org

2. Coordination of Responsibilities.

A. Joint Responsibilities. PCCD and School District both commit to appointing an educational administrator (Dual Enrollment Administrator in the case of School District)

who will manage the responsibilities indicated in the CCAP Program. The educational administrators' roles shall consist of, but not be limited to, the following:

i. Working with colleges to coordinate course offerings offered this Agreement.
ii. Serving as a liaison between PCCD and School District as it relates to: Course scheduling, curriculum, resources and personnel to assure clear communications and enrollment functions for high school students, faculty, administrators, staff and others.
iii. Serving as liaison for the recruitment and/or hiring of instructors in the CCAP Program, to ensure a robust pool of qualified faculty for the CCAP Program.
iv. Providing a variety of outreach and support services; assisting program participants with obtaining and maintaining program enrollment; monitoring the attendance, goals and progress of program participants.
v. Updating and providing program information, including website updates and in-person presentations, to students, parents and the community.

B. PCCD Responsibilities.
i. PCCD shall appoint an educational administrator, to be specified in Exhibit A to this CCAP Agreement, who shall facilitate coordination and cooperation between PCCD and the School District in conformity with PCCD and School District policies and standards. Among other things, the PCCD educational administrator, and the School District Dual Enrollment Administrator, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Educational Amendments of 1972 alleged to have occurred in the CCAP Program.
ii. PCCD's educational administrator shall provide School District personnel with reasonable assistance, direction and instruction in how to fulfill its responsibilities under this CCAP Agreement, including conducting appropriate student assessment, outreach/recruitment activities and compliance with PCCD policy and PCCD procedures and academic standards.

C. School District Responsibilities. The School District shall appoint a Dual Enrollment Administrator who shall facilitate coordination and cooperation between School District and PCCD in conformity with the School District policies and standards.
D. Both PCCD and School District agree to prioritize and sustain the CCAP Program, subject to State budget allocations and the economic/financial certainty of both Parties.

3. **Enrollment Process:** The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this Agreement. School District and PCCD Admissions and Records Office shall enroll students pursuant to procedures outlined in the Dual Enrollment Form, as may be updated from time to time by the Parties (see Exhibit D). The process is as follows:
    A. All new PCCD students participating in the CCAP Program must submit a PCCD online application and Dual Enrollment Form. The Dual Enrollment Form provides approval for the student to enroll in a PCCD college course during the time they are at that high school.

B. For each Course, the applicable School District school must complete an online course roster and provide the list of students who should be enrolled into the Course.
C. PCCD Admissions & Records Office shall enroll students into the Course indicated on the online course roster. Note: New students must provide a Dual Enrollment Form and continuing students need only to be listed on the online roster. Students who skip two consecutive primary semesters must submit another PCCD online application.
D. The PCCD Admissions and Records Office shall designate a staff person(s) to manage all dual enrollment processes and serve as a liaison with School District on issues of enrollment. Two weeks prior to the start of each semester, PCCD designated staff and School District shall prioritize the enrollment of students taking a Course to ensure students are enrolled prior to the census deadline. Only in special circumstances that were outside of the control of students and after consultation with PCCD's education administrator and Course instructor may a student be added after the census deadline.

4. Programs

PCCD is responsible for all education programs and course offered as part of the Agreement, regardless of whether the education program and courses are offered at the School District or PCCD campuses.

PCCD and School District have identified the Courses listed in Appendix I to this Exhibit A to be offered during the semester.

5. Books and Materials

The total costs of books and instructional materials for School District students participating as part of the Agreement shall be borne by School District and its high schools. The books and materials needed for each Course are set forth in the Course Agreements.

6. Criteria Used.

Describe the criteria used to assess the ability of students to benefit from the Courses offered:

Students shall be assessed accordingly to the stated Student Learning Outcomes of each Course at the end of each semester to determine how well they comprehended the Course contents. In addition, grades, Course completion rate, success rate, and the achieved regional living wage, as determined by the Student Central Funding Formula, shall be reviewed.

7. Changes. Any changes that need to be made to the foregoing information shall require the advance written approval of PCCD and School District, except for change in the name or contact information of the Parties' representatives, in which case written notification shall be sufficient.

8. Course Agreement. All Courses to be offered in accordance with the Agreement must each be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B.

Appendix I to Exhibit A

Course Department	Course Title	Course Number	Semester	Peralta College (Likely)	Days/times OPTIONS	Location	Number of Students to be Served	Projected Number of FTES
Administration of Justice	Intro to Admin of Justice	ADJUS 21	TBD	Merritt	TBD	TBD	25-35	
Administration of Justice	Concepts of Criminal Law	ADJUS 22	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Principles and Procedures of the Justice System	ADJUS 23	TBD	Merritt	TBD	TBD	25-35	
Administration of Justice	Community Relations	ADJUS 25	TBD	TBD	TBD	TBD	25-35	
Administration of Justice	Criminal Investigation	ADJUS 56	TBD	Merritt	TBD	TBD	25-35	
African American Studies	Intro to African American Studies	AFRAM 1	TBD	TBD	TBD	TBD	25-35	
African American Studies	The Black Panther Party: Strategies on Organizing People	AFRAM 4	TBD	TBD	TBD	TBD	25-35	
African American Studies	Ethnic Perceptions in Media	AFRAM 13	TBD	TBD	TBD	TBD	25-35	
African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14A	TBD	TBD	TBD	TBD	25-35	
African American Studies	Social Psychology of African-American Male/ Female Relationships	AFRAM 14B	TBD	TBD	TBD	TBD	25-35	
African American Studies	Racism in the United States	AFRAM 19	TBD	TBD	TBD	TBD	25-35	
African American Studies	Classical African Civilizations	AFRAM 25	TBD	TBD	TBD	TBD	25-35	
African American Studies	Afro-Caribbean History, Politics and Culture	AFRAM 27	TBD	TBD	TBD	TBD	25-35	
African American Studies	African-American Experience Through Films	AFRAM 29	TBD	TBD	TBD	TBD	25-35	
African American Studies	African American History- Africa to 1865	AFRAM 30	TBD	TBD	TBD	TBD	25-35	
African American Studies	Afram history: 1865 - 1945	AFRAM 31	TBD	TBD	TBD	TBD	20-30	
African American Studies	Roots of African-American Culture	AFRAM 33	TBD	TBD	TBD	TBD	25-35	
African American Studies	Women of Color	AFRAM 35	TBD	TBD	TBD	TBD	25-35	
African American Studies	Environmental Racism and Justice	AFRAM 38 (ENVMT 12)	TBD	TBD	TBD	TBD	20-30	
African American Studies	Black World Films	AFRAM 39	TBD	TBD	TBD	TBD	20-30	
African American Studies	African-American Writers (Fiction)	AFRAM 41	TBD	TBD	TBD	TBD	25-35	
African American Studies	African-American Writers (Non-Fiction)	AFRAM 42	TBD	TBD	TBD	TBD	25-35	

African American Studies	African-American Writers (Poetry)	AFRAM 43	TBD	TBD	TBD	TBD	25-35
African American Studies	History of Africa from 1800 History of Africa from 1800 to the Present	AFRAM 50A, 50B	TBD	TBD	TBD	TBD	25-35
American Sign Language	American Sign Language I, II, III and IV	ASL 50, 51, 52, 53	TBD	Berkeley City College	TBD	TBD	20-30
Anthropology	Introduction to Social and Cultural Anthropology	ANTHR 3	TBD	TBD	TBD	TBD	25-35
Anthropology	American Mosaic: The Cultures of the United States	ANTHR 14	TBD	TBD	TBD	TBD	25-35
Apparel Design and Merchandising	Portfolio Development I	ADAM 229	TBD	CoA	TBD	TBD	20-30
Apparel Design and Merchandising	Portfolio Development II	ADAM 230	TBD	CoA	TBD	TBD	20-30
Arabic	Elementary Modern Standard Arabic	ARAB 1A/B	TBD	Berkeley City College	TBD	TBD	25-35
Architecture	Introduction to Design Professions and Architecture Administration	ARCH 10	TBD	Laney	TBD	TBD	25-35
Art	Introduction to Art History	ART 1	TBD	TBD	TBD	TBD	25-35
Art	History of African American Art	ART 7	TBD	TBD	TBD	TBD	25-35
Art	Beginning Drawing and Composition	ART 20	TBD	TBD	TBD	TBD	25-35
Art	Beginning Painting	ART 50	TBD	TBD	TBD	TBD	25-35
Art	Intermediate Painting	ART 52	TBD	TBD	TBD	TBD	25-35
Art	Selected Topics in Art	ART 48GA-MZ	TBD	TBD	TBD	TBD	25-35
Art	Beginning Painting: Watercolor	ART 60	TBD	TBD	TBD	TBD	25-35
Art	Mural Design and Creation I	ART 133A	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Beginning	ART 141	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Continuing Food and Water	ART 144	TBD	TBD	TBD	TBD	25-35
Art	Eco Art Matters: Community Outreach and Collaboration	ART 145	TBD	TBD	TBD	TBD	25-35
Art	Special Projects: Eco Art Matters	ART 146	TBD	TBD	TBD	TBD	25-35
Asian American Studies	Women of Color	ASAME 35	TBD	TBD	TBD	TBD	25-35
Automotive Mechanics	Introduction to Auto Mechanics	ATECH 22	TBD	CoA	TBD	TBD	20-30
Automotive Mechanics	Transportation Technology Principles	ATECH 21	TBD	CoA	TBD	TBD	20-30
Biology	General Biology	BIOL 1A/B	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy	BIOL 2	TBD	TBD	TBD	TBD	25-35
Biology	Microbiology	BIOL 3	TBD	TBD	TBD	TBD	25-35

Biology	Human Physiology	BIOL 4	TBD	TBD	TBD	TBD	25-35
Biology	Introduction to Biology	BIOL 10	TBD	TBD	TBD	TBD	25-35
Biology	Human Anatomy and Physiology	BIOL 20A/B	TBD	TBD	TBD	TBD	25-35
Biology	Applied Immunology, Applied Molecular Genetics, Human Genetics	BIOL 33, 34, 36	TBD	TBD	TBD	TBD	25-35
Bioscience	Genomics Theory	BIOSC 30	TBD	TBD	TBD	TBD	25-35
Business	Intro to Business	BUS 10	TBD	TBD	TBD	TBD	25-35
Business	Small Business Management	BUS 54	TBD	TBD	TBD	TBD	25-35
Business	Introduction to Marketing	BUS 70	TBD	TBD	TBD	TBD	25-35
Business	Salesmanship	BUS 75	TBD	TBD	TBD	TBD	25-35
Business	E-Commerce / Entrepreneurship	BUS 76	TBD	TBD	TBD	TBD	25-35
Business	Financial Literacy	BUS 80	TBD	TBD	TBD	TBD	25-35
Carpentry	Special Projects	CARP 200	TBD	Laney	TBD	TBD	20-25
Carpentry	Intro to the Skilled Trades I and II	CARP 251A/B	TBD	Laney	TBD	TBD	20-25
Chemistry	General Chemistry	CHEM 1A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Organic Chemistry	CHEM 12A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Introductory General Chemistry	CHEM 30A/B	TBD	TBD	TBD	TBD	25-35
Chemistry	Beginning Chemistry	CHEM 50	TBD	TBD	TBD	TBD	25-35
Child Development	Child Growth and Development	CHDEV 51	TBD	TBD	TBD	TBD	25-35
Child Development	The Child, the Family and the Community	CHDEV 53	TBD	TBD	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1A	TBD	Laney	TBD	TBD	25-35
Communications	Introduction to Speech	COMM 1B	TBD	Laney	TBD	TBD	25-35
Computer Information Systems	Introduction to Computer Information Systems	CIS 1	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Introduction to Computer Science	CIS 5	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Introduction to Computer Programming	CIS 6 (incl option for hybrid)	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	JAVA PROGRAMMING LANGUAGE I, II	CIS 36A/B	TBD	TBD	TBD	TBD	20-25
Computer Information Systems	Computer Literacy	CIS 205	TBD	TBD	TBD	TBD	20-25
Cooperative Work Experience Education	General Work Experience	COPED 450	TBD	TBD	TBD	TBD	25-35
Cooperative Work Experience Education	Occupational Work Experience	COPED 451	TBD	TBD	TBD	TBD	25-35

Cooperative Work Experience Education	Occupational Work Experience in Medical Assisting	COPED 470F	TBD	TBD	TBD	TBD	25-35
Counseling	College Success	COUN 24	TBD	TBD	TBD	TBD	25-35
Counseling	Personal Growth	COUN 30	TBD	TBD	TBD	TBD	25-35
Counseling	Career and Life Planning	COUN 57	TBD	TBD	TBD	TBD	25-35
Counseling	Orientation to College: Students Success and Support Program	COUN 201	TBD	TBD	TBD	TBD	25-35
Counseling	Career Exploration	COUN 207C	TBD	TBD	TBD	TBD	25-35
Counseling	Career Exploration	COUN 207A	TBD	TBD	TBD	TBD	25-35
Culinary Arts	Hospitality Careers and Skills Development	CULIN 214	TBD	Laney	TBD	TBD	20-25
Culinary Arts	Culinary Math Fundamentals	CULIN 215	TBD	Laney	TBD	TBD	20-25
Dance	History of Dance	DANCE 1	TBD	TBD	TBD	TBD	20-25
Dance	Dance Production	DANCE 6	TBD	TBD	TBD	TBD	20-25
Dance	Dance Composition and Choreography	DANCE 8A	TBD	TBD	TBD	TBD	20-25
Dance	Beginning Individual Choreography	DANCE 12A	TBD	TBD	TBD	TBD	20-25
Dance	Beginning Group Choreography	DANCE 12B	TBD	TBD	TBD	TBD	20-25
Economics	Principles of Economics (Macro-Economics)	ECON 1	TBD	TBD	TBD	TBD	25-35
Economics	Principles of Economics (Micro-Economics)	ECON 2	TBD	TBD	TBD	TBD	25-35
Economics	Introduction to Economics	ECON 5	TBD	TBD	TBD	TBD	25-35
Education	Introduction to the Field of Education	EDUC 1	TBD	BCC	TBD	TBD	25-35
Emergency Medical Technician	Introduction to Emergency Medical Responder	EMT 211	TBD	Merritt	TBD	TBD	35-40
Emergency Medical Technician	Intro to First Responders Training	EMT 230	TBD	Merritt	TBD	TBD	35-40
Engineering	Intro to Engineering	ENGIN 10	TBD	Laney	TBD	TBD	25-35
Engineering	Earth Systems: Sustainability, Ecology and Environmental Justice for Technicians and Engineers	ENGIN 100	TBD	Laney	TBD	TBD	25-35
English	Composition and Reading	ENG 1A/B	TBD	TBD	TBD	TBD	25-35
English	Advanced Expository Writing	ENG 2	TBD	-	TBD	TBD	25-35
English	Critical Thinking in Reading and Writing	ENG 5	TBD	TBD	TBD	TBD	25-35
English	Creative Writing	ENG 10A/B	TBD	TBD	TBD	TBD	25-35
English	Film: The Twentieth Century Medium	ENG 12	TBD	TBD	TBD	TBD	25-35
English	Introduction to American Literature	ENG 30A/B	TBD	TBD	TBD	TBD	25-35

English	Survey of African-American Literature	ENG 31	TBD	TBD	TBD	TBD	25-35
English	Contemporary Women Writers	ENG 32A/B	TBD	TBD	TBD	TBD	25-35
English	Introduction to the Study of Poetry	ENG 43	TBD	TBD	TBD	TBD	25-35
English	Children's Literature	ENG 47	TBD	TBD	TBD	TBD	25-35
English	Multicultural American Literature	ENG 50	TBD	TBD	TBD	TBD	25-35
English	Introduction to LGBQT Literature	ENG 79	TBD	TBD	TBD	TBD	25-35
English	Preparation for Composition and Reading	ENG 201A/B	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Introduction to Sustainable Environmental Systems	ENVMT 2/L	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Oakland Food Culture	ENVMT 5	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Outdoor Education	ENVMT 8	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Urban Ecology	ENVMT 10	TBD	TBD	TBD	TBD	25-35
Environmental Management & Technology	Urban Agro Ecology	ENVMT 35/35L	TBD	Merritt	TBD	TBD	25-35
Environmental Management & Technology	Intro to Green Building and Ecological Design, Intro to Healthy Community Systems, or Environmental Racism and Justice	ENVMT 20, 16, 12	TBD	Merritt	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Listening and Speaking and Oral Communication	ESOL 50A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Advanced Reading and Writing	ESOL 52A/B	TBD	-	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 1	ESOL 251B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252A (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 2	ESOL 252B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Reading and Writing 3	ESOL 253A/B (incl hybrid option)	TBD	TBD	TBD	TBD	25-35

English for Speakers of Other Languages	Listening and Speaking 1	ESOL 261A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2	ESOL 262A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Listening and Speaking 2=3	ESOL 263A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 1	ESOL 271A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 2	ESOL 272A/B	TBD	TBD	TBD	TBD	25-35
English for Speakers of Other Languages	Grammar 3	ESOL 273A/B	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Ethnic Studies	ETHST 1	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Economics and Social Change: Racial Conflict and Class in America 3	ETHST 12	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Community Based Research in Urban America 3	ETHST 13	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Community Organizing and Transformative Change	ETHST 14	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Race, Gender, and Sports	ETHST 3	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Gender and Health 3	ETHST 30	TBD	TBD	TBD	TBD	25-35
Ethnic Studies	Introduction to Race, Class and Schools 3	ETHST 50	TBD	TBD	TBD	TBD	25-35
Geography	Cultural Geography	GEO 2	TBD	TBD	TBD	TBD	25-35
Geography	World Regional Geography	GEO 3	TBD	TBD	TBD	TBD	25-35
Graphic Arts	Adobe Illustrator Basics	GRART 34	TBD	Laney	TBD	TBD	25-35
Graphic Arts	ADOBE PHOTOSHOP BASICS	GRART 36	TBD	Laney	TBD	TBD	25-35
Graphic Arts	Website Design	GRART 115	TBD	Laney	TBD	TBD	25-35
Graphic Arts	INTRODUCTION TO GRAPHIC DESIGN	GRART 231	TBD	Laney	TBD	TBD	25-35
Health Education	Exploring Health Issues	HLTED 1	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid and Safety	HLTED 9	TBD	TBD	TBD	TBD	25-35
Health Education	Cardiopulmonary Resuscitation	HLTED 11	TBD	TBD	TBD	TBD	25-35
Health Education	First Aid & CPR	HLTED 14	TBD	TBD	TBD	TBD	25-35
Health Professions and Occupations	Medical Terminology I	HLTOC 201A	TBD	TBD	TBD	TBD	25-35
Health Professions and Occupations	Medical Terminology II	HLTOC 201B	TBD	TBD	TBD	TBD	25-35

Health Professions and Occupations	Intro to Health Careers	HLTOC 550	TBD	Laney	TBD	TBD	25-35
History	History of European Civilization	HIST 2A/B	TBD	Merritt	TBD	TBD	25-35
History	World History to 1500, Modern World History: 1500-Present.	HIST 3A/B	TBD	Berkeley City College	TBD	TBD	25-35
History	History of Mexico	HIST 5	TBD	TBD	TBD	TBD	25-35
History	History of United States to 1877	HIST 7A	TBD	TBD	TBD	TBD	25-35
History	History of United States Since 1865	HIST 7B	TBD	TBD	TBD	TBD	25-35
History	History of Latin-American Civilization	HIST 8A/B	TBD	Berkeley City College	TBD	TBD	25-35
History	History of Africa since 1750	HIST 10B	TBD	TBD	TBD	TBD	25-35
History	History and Culture of SE Asia: Vietnam	HIST 11	TBD	TBD	TBD	TBD	25-35
History	History and Culture of Eastern Asia	HIST 12	TBD	TBD	TBD	TBD	25-35
History	20th Century American Protest Movement	HIST 18	TBD	TBD	TBD	TBD	25-35
History	Current World Problems	HIST 38	TBD	TBD	TBD	TBD	25-35
History	History of Soviet Russia: 1917 - Present	HIST 39	TBD	TBD	TBD	TBD	25-35
History	History and Culture of the Caribbean/Central America	HIST 53A/B	TBD	College of Alameda	TBD	TBD	25-35
History	U.S. Women: A Social History	HIST 21	TBD	Berkeley City College	TBD	TBD	25-35
History	History of California	HIST 19	TBD	Laney	TBD	TBD	25-35
History	Twentieth Century America	HIST 15	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Behavioral Health Services	HUSV 117	TBD	Merritt	TBD	TBD	25-35
Human Services	Intro to Social Work and Human Services	HUSV 118	TBD	TBD	TBD	TBD	25-35
Humanities	Human Values	HUMAN 2	TBD	TBD	TBD	TBD	25-35
Humanities	Human Values/ Ethics, Human Values/Aesthetics	HUMAN 30A/B	TBD	TBD	TBD	TBD	25-35
Humanities	Religions of the World	HUMAN 40	TBD	TBD	TBD	TBD	25-35
Journalism	News Writing	JOURN 21	TBD	TBD	TBD	TBD	25-35
Journalism	Introduction to Journalism	JOURN 55	TBD	TBD	TBD	TBD	25-35
Journalism	Mass Media and Society	JOURN 62	TBD	TBD	TBD	TBD	25-35
Journalism	Social Media for Journalists	JOURN 65	TBD	TBD	TBD	TBD	25-35
Kinesiology	Care and Prevention of Athletic Related Injuries	KIN 134	TBD	TBD	TBD	TBD	25-35

Kinesiology	Fitness for Personal Trainers	KIN 140	TBD	TBD	TBD	TBD	25-35
Kinesiology	Personal Trainers Certification Preparation	KIN 141	TBD	TBD	TBD	TBD	25-35
Kinesiology	Intro to Kinesiology	KIN 150	TBD	TBD	TBD	TBD	25-35
Community and Labor Studies	American Labor Movement	LABST 10	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Introduction to Landscape Horticulture with Lab	LNHT 1	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Landscape Design	LNHT 18A/B	TBD	TBD	TBD	TBD	25-35
Landscape Horticulture	Edible Landscapes	LANHT 76	TBD	Merritt	TBD	TBD	25-35
Landscape Horticulture	Permaculture Design I, II, III, IV	LANHT 28A/B/C/D	TBD	TBD	TBD	TBD	25-35
Learning Resources	Supervised Tutoring (Non-Credit)	LRNRE 501	TBD	TBD	TBD	TBD	25-35
Mathematics	PreCalculus	MATH 1	TBD	TBD	TBD	TBD	25-35
Mathematics	PreCalculus with Analytic Geometry	MATH 2	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus I, Calculus II, Calculus III, Linear Algebra, Differential Equations	MATH 3 A/B/C/D/E/F	TBD	TBD	TBD	TBD	25-35
Mathematics	Discreet Mathematics	MATH 11	TBD	TBD	TBD	TBD	25-35
Mathematics	Symbolic Logic	MATH 12	TBD	TBD	TBD	TBD	25-35
Mathematics	Intro to Statistics	MATH 13	TBD	TBD	TBD	TBD	25-35
Mathematics	Calculus for Business and Life/Social Sciences	MATH 16A/B	TBD	TBD	TBD	TBD	25-35
Mathematics	Trigonometry	MATH 50	TBD	TBD	TBD	TBD	25-35
Mathematics	Elementary Algebra	MATH 201	TBD	TBD	TBD	TBD	25-35
Mathematics	Geometry	MATH 202	TBD	TBD	TBD	TBD	25-35
Mathematics	Intermediate Algebra	MATH 203	TBD	TBD	TBD	TBD	25-35
Mathematics	Pre-Prob & Statistics	MATH 206	TBD	TBD	TBD	TBD	20-30
Mathematics	Elementary and Intermediate Algebra for Business or STEM majors	MATH 230 (hybrid)	TBD	TBD	TBD	TBD	20-30
Media	Acting, Directing for the Camera	MEDIA 101A/B	TBD	TBD	TBD	TBD	20-30
Media	Broadcast Journalism	MEDIA 102A/B/C/D	TBD	TBD	TBD	TBD	20-30
Media	Beginning Digital Video Production	MEDIA 104A/B	TBD	TBD	TBD	TBD	20-30
Media	Making Documentaries	MEDIA 120	TBD	TBD	TBD	TBD	20-30
Media	Music Video Production	MEDIA 122	TBD	TBD	TBD	TBD	20-30
Media	After Effects: Motion Graphics for Video, Broadcast and Digital Cinematography	MEDIA 140	TBD	TBD	TBD	TBD	20-30
Media	Making Podcasts– The New Wave of Broadcasting	MEDIA 151	TBD	TBD	TBD	TBD	20-30

Medical Assisting	Introduction to Medical Assisting	MEDAS 201A	TBD	Merritt	TBD	TBD	25-35
Medical Assisting	Medical Assisting: Clinical Application	MEDAS 201B	TBD	Merritt	TBD	TBD	25-35
Medical Assisting	Medical Assisting: Office Administration	MEDAS 201D	TBD	Merritt	TBD	TBD	25-35
Mexican / Latin American Studies	Latin-American Folklore	M/LAT 2A/B/C	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin American/Chicano Authors	M/LAT 3	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Racism in the United States	M/LAT 6 (also AFRAM 19, ASAMI. 19, or NATAM 19)	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	United States Relations with Mexico and Latin America	M/LAT 12	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	History and Culture of the Caribbean and Central America	M/LAT 18A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of the Mexican-American	M/LAT 19	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Psychology of Latinas and Latinos	M/LAT 23	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Third World through Films	M/LAT 28	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Latin-American Films	M/LAT 30A/B	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Survey of Chicana/Latina Women	M/LAT 31	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	Introduction to Chicana/o and Latina/o Studies 3	M/LAT 33	TBD	TBD	TBD	TBD	25-35
Mexican / Latin American Studies	History of Latinos in the United States: 1800 to Present	M/LAT 34	TBD	Laney	TBD	TBD	25-35
Mexican / Latin American Studies	Women of Color	MLAT 35	TBD	TBD	TBD	TBD	25-35
Multimedia Arts	Scriptwriting and Storyboarding I, Digital Video Production I, Website Design – Online Games Interactivity	MMART 110, MMART 151A/LA, MMART 164/L, MMART 168/L	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	Media & Communication, Survey of Digital Imaging & Lab, Video Production I	MMART 120, MMART 130/L, MMART 141A	TBD	BCC	TBD	TBD	20-30
Multimedia Arts	From Movies to Multimedia	MMART 122B	TBD	TBD	TBD	TBD	20-30
Multimedia Arts	The Documentary Tradition	MMART 123	TBD	TBD	TBD	TBD	20-30

Multimedia Arts	Game Design	MMART 175B	TBD	TBD	TBD	TBD	20-30
Music	Music History: The Twentieth Century Through the Present	MUSIC 8D	TBD	TBD	TBD	TBD	25-35
Music	Introduction to World Music	MUSIC 9	TBD	TBD	TBD	TBD	25-35
Music	Music Appreciation	MUSIC 10	TBD	TBD	TBD	TBD	25-35
Native American Studies	Native American Indians in Contemporary Society	NATAM 2	TBD	Laney	TBD	TBD	25-35
Native American Studies	Women of Color	NATAM 35	TBD	TBD	TBD	TBD	25-35
Nutrition or Biology	Nutrition or Biology	NUTR 10 or BIOL 31	TBD	CoA or Merritt	TBD	TBD	25-35
Photography	Photojournalism I	PHOTO 20	TBD	Laney	TBD	TBD	20-30
Photography	Photographic Art & Design	PHOTO 30A/B	TBD	Laney	TBD	TBD	20-30
Photography	Intro to Digital Photography	PHOTO 70	TBD	Laney	TBD	TBD	20-30
Photography	Introduction to Digital Photography	PHOTO 71	TBD	Laney	TBD	TBD	20-30
Physics	General Physics	PHYS 2A/B	TBD	Merritt	TBD	TBD	25-35
Physics	General Physics	PHYS 3A/B	TBD	Laney	TBD	TBD	25-35
Physics	General Physics with Calculus	PHYS 4A/B/C	TBD	Merritt	TBD	TBD	25-35
Political Science	Government and Politics in the United States	POSCI 1	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Government	POSCI 2	TBD	TBD	TBD	TBD	25-35
Political Science	International Relations	POSCI 3	TBD	TBD	TBD	TBD	25-35
Political Science	Comparative Social Movements Since the 1960s	POSCI 11	TBD	TBD	TBD	TBD	25-35
Political Science	Current World Problems or Global Issues	POSCI 20	TBD	TBD	TBD	TBD	25-35
Political Science	Intro to Community Violence Prevention	POSCI 35	TBD	TBD	TBD	TBD	25-35
Political Science	Applied Peacebuilding and Violence Prevention	POSCI 36	TBD	TBD	TBD	TBD	25-35
Psychology	Intro to General Psychology	PSYCH 1A	TBD	TBD	TBD	TBD	25-35
Psychology	Social Psychology	PSYCH 6	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Childhood	PSYCH 7A	TBD	TBD	TBD	TBD	25-35
Psychology	Adolescent Psychology	PSYCH 7B	TBD	TBD	TBD	TBD	25-35
Psychology	Psychology of Minority Groups	PSYCH 18	TBD	TBD	TBD	TBD	25-35
Psychology	Lifespan Human Development	PSYCH 21	TBD	TBD	TBD	TBD	25-35
Psychology	Abnormal Psychology	PSYCH 24	TBD	TBD	TBD	TBD	25-35
Psychology	Human Sexuality	PSYCH 12	TBD	TBD	TBD	TBD	25-35
Real Estate	Principles of Real Estate	RLEST 2A	TBD	Laney	TBD	TBD	25-35

Real Estate	Real Estate Practice	RLEST 5	TBD	Merritt	TBD	TBD	25-35
Sociology	Sociology of the Family	SOC 13	TBD	TBD	TBD	TBD	25-35
Sociology	Intro to Sociology	SOC 1	TBD	TBD	TBD	TBD	25-35
Sociology	Social Problems	SOC 2	TBD	TBD	TBD	TBD	25-35
Sociology	Sociology of Women	SOC 3	TBD	TBD	TBD	TBD	25-35
Sociology	Minority Groups	SOC 5	TBD	TBD	TBD	TBD	25-35
Sociology	Crime and Deviance	SOC 8	TBD	TBD	TBD	TBD	25-35
Spanish	Elementary Spanish	SPAN 1A/B	TBD	Laney	TBD	TBD	25-35
Spanish	Intermediate Spanish	SPAN 2A/B	TBD	Laney	TBD	TBD	25-35
Theater	Principles and Theory of Improvisation	THART 11	TBD	TBD	TBD	TBD	25-35
Women's Studies	Introduction to Women's Studies	WS 1	TBD	TBD	TBD	TBD	25-35
Women's Studies	Feminist Philosophy	WS 35	TBD	Berkeley City College	TBD	TBD	25-35
Women's Studies	Women and Cinema	WS 52	TBD	Berkeley City College	TBD	TBD	25-35
Wood Technology	Wood Technology I	WDTEC 10/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	Furniture Cabinet Layout	WDTEC 11	TBD	Laney	TBD	TBD	20-30
Wood Technology	Wood Technology II	WDTEC 20/L	TBD	Laney	TBD	TBD	20-30
Wood Technology	CAD/CAM Techniques in the Cabinet-Making Industry	WDTEC 30	TBD	Laney	TBD	TBD	20-30
Wood Technology	Special Projects	WDTEC 200	TBD	Laney	TBD	TBD	20-30

EXHIBIT B

COURSE AGREEMENT
for CCAP COURSES of the Peralta Community College District
the Oakland Unified School District

This Course Agreement for CCAP Courses between the Peralta Community College District and the Oakland Unified School District in connection with the *College and Career Access Pathways (CCAP) Partnership Agreement, dated as of _____, 2019,* is executed between Peralta Community College District and Oakland Unified School District ("Agreement"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the Agreement, the Agreement shall control.

Date of this Course Agreement:

Course Name and Number:

Location where Course will be offered:	
Course Name and Number:	
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway:	
Days of Week and Time Course will be Offered:	
Dates Course will be offered (*start and end dates*):	
Student Learning Outcomes of the Course (*to be determined by PCCD)*:	
Number of educational hours of Course per week and number of weeks (*Note: Courses may end before the end of the high school semester*):	
PCCD units (credits) offered for Course:	
Number of high school students to be served by Course:	
Max class size (*including high school students and general public students*):	

Name of Instructor for Course and Contact Information:	
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance:	
If the Course has a pre-requisite, what is it and who will assess whether the students have satisfied it? By what date?	
Date of School Board:	
Required Course Materials, Equipment, Textbooks and Supplies. (*Provide description of all such items*)	
Books and Instructional Materials (the total cost of books and instructional materials for school district students participating as part of this CCAP Agreement.	

This Course Agreement is entered into between PCCD and Oakland Unified School District as of the date set forth below.

[School Name]

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

OAKLAND UNIFIED SCHOOL DISTRICT

By:_____
High School Network Superintendent Name:_____
Signature:
Date:_____

[Signature Page to Course Agreement]

EXHIBIT C

DATA SHARING AGREEMENT
Between
PERALTA COMMUNITY COLLEGE DISTRICT
And
OAKLAND UNIFIED SCHOOL DISTRICT

This Data Sharing Agreement ("Data Sharing Agreement") is entered into by and between the Peralta Community College PCCD, a California community college district ("PCCD") and Oakland Unified School District, a California K-12 public education school district ("OUSD") as of _____, 2019, to set forth the roles and responsibilities of the Parties (defined below) related to the sharing by the Parties of certain student Education Records (as defined herein). The purpose of the exchange of Data is to enable each Party to perform audits or evaluations of federal- and state-supported education programs or to enforce or comply with federal legal requirements that relate to those programs. The purpose of this Data Sharing Agreement to document the terms and conditions under which the Parties agree to disclose Data to one another.

I. RECITALS

In order to appropriately serve students who are participating in the Parties' College and Career Access Pathways ("CCAP") partnership program ("CCAP Program") pursuant to an agreement by and between OUSD and PCCD (the "CCAP Agreement"), OUSD and PCCD must provide each other certain student data, as it is available, to facilitate the CCAP Program and ensure student success.

WHEREAS, the purpose of this Data Sharing Agreement is to set forth the roles and responsibilities of the Parties related to the sharing of Student information between the Parties.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purposes stated below.

II. DEFINITIONS

The following capitalized terms when used in this Data Sharing Agreement shall have the meanings ascribed to them, in this Definitions section, unless such term is otherwise expressly defined in this Data Sharing Agreement.

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California and are authorized by law to be closed and (ii) those days, not to exceed eleven (11) in any calendar year, which PCCD and/or OUSD treats as a holidays but would otherwise be Business Days.

"Data" means any digital or hard copy Education Records or other information, whether confidential or publicly available.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 and applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Misuse" shall have the meaning as set forth in Section IV.B.2. of this Data Sharing Agreement.

"Party" or "Parties" shall mean either OUSD or PCCD, or both.

"Personally Identifiable Information" or "PII" shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

"Security Breach" shall mean the acquisition, access, use or disclosure of PII in a manner not permitted under this Data Sharing Agreement, FERPA, the California Education Code, the California Information Practices Act, or any other applicable federal and state law which compromises the security or privacy of the subjects of the PII.

Any other capitalized terms used in this Data Sharing Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Data Sharing Agreement by reference, shall have the meaning given to them in this Data Sharing Agreement.

III. TERM AND TERMINATION

A. Term. The term of this Data Sharing Agreement shall coincide with the term of the CCAP Agreement, including any extension or early termination thereof.

B. Termination. The Parties shall have the right to terminate this Data Sharing Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section VIII of this Data Sharing Agreement at least thirty (30) calendar days in advance. Each Party reserves its right to terminate this Agreement, and subsequently the CCAP Agreement, should the terminating Party, in its sole discretion, determine that student information has been released in a manner inconsistent with this Data Sharing Agreement, has not been maintained in a secure manner, or that substantially similar Data access has become generally available through any other mechanism.

IV. DATA SHARING

☐ The data to be shared under this Agreement **does** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 ("FERPA") (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemptions:

a. PCCD and OUSD, as educational institutions, are subject to disclosure requirements and limitations pursuant to FERPA, to officials of another school, school system, or institution of postsecondary

education where the student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer.

b. OUSD will first obtain written consent via as signed Peralta Community College PCCD High School Dual Enrollment Universal Form from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the PCCD. The consent form will identify with specificity the information to be disclosed.

Directory Information

The data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. C. § 1232g (a)(5). Such information may include the student's:

- name,
- address,
- telephone listing,
- date and place of birth,
- major field of study,
- participation in officially recognized activities and sports,
- weight and height of members of athletic teams,
- dates of attendance,
- degrees and awards received, and/or
- the most recent previous educational agency or institution attended by the student.

a. The Parties understand that the following information is not "directory information" and cannot be disclosed as identifiable information unless an exemption applies under above:
   - ethnicity or race
   - gender
   - nationality
   - social security number
   - religious affiliation
   - grades or grade point average (GPA)

b. **Public Notice**. Prior to disclosure of directory information, each Party shall give public notice on an annual basis which identifies the categories of such information and the recipient. Parents shall have a reasonable period of time after such notice has been given to inform the other Party that any or all of the information designated should not be released without the parent's prior consent. (20 U.S.C. § 1232g (a)(5); see also California Education Code Sections 49061 and 49073.)

c. **McKinney-Veto Homeless Assistance Act**. Each Party shall not receive identifiable information (directory or otherwise) regarding students who are regarded as "homeless children and youth" under the McKinney-Veto Homeless Assistance Act (see 42 U.S. Code § 11434a) unless the Party obtains express written consent from the student's parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:
   i. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate

accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

ii. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of 42 U.S. Code § 11302(a)(2)(C);

iii. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

iv. migratory children (as such term is defined in 20 U.S.C. § 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

d. **COPPA**. To the extent a Party shall be obtaining data directly from students, each Party agrees to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

A. <u>Scope of Data Sharing</u>

1. Pursuant to the objectives agreed upon in the CCAP Agreement, the Parties the following Data will be shared in order to carry out the Parties' responsibilities pursuant to that CCAP Agreement in compliance with all state and federal laws to The Parties represent and warrant that only the information listed below shall be shared between the Parties.

a. Student registration data
b. Course enrollment data
c. Grades earned data
d. Transcript data
e. Fees data

B. <u>Data Use</u>

1. **Use**. Each Party agrees to use the Data disclosed by the other Party pursuant to this Data Sharing Agreement only for the purposes expressly set forth herein, shall obtain access to those Education Records in which it has a legitimate education interest and for no other purposes and only as permitted by federal and state law and regulation.

2. **Misuse**. The Parties acknowledge and agree that the acts set forth below constitute, either singularly or collectively, "Misuse" under this Data Sharing Agreement. The Parties agree that the acts below shall not be construed to limit either Party with respect to a determination of any other acts which may constitute Misuse and which may not otherwise be included in this section. The Parties shall not engage in any of the following acts:

a) Access or use Data for reasons other than those set forth in this Data Sharing Agreement;

b) Access or use Data in violation of any applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or

data protection laws, rules, regulations or directives;

c) Access or use Data for any unauthorized, fraudulent or malicious purpose; and

d) Access or use of Data in a manner that could damage, disable, overburden or impair the Parties so as to diminish or destroy their ability to provide services to OUSD students.

C. Breach

The Parties agree that in the event of a security breach, or what appears to that Party to be the likelihood of a security breach, they will act in conformance with the following:

a) If PCCD believes that there has been a security breach of any Data that includes Data that as provided by OUSD, PCCD will promptly, but in no event more than twenty-four (24) hours, report to OUSD any incidents, in detail, of any Data received from OUSD, whose confidentiality has been breached or believed to have been breached. PCCD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide OUSD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of OUSD relating to such an occurrence.

b) If OUSD believes that there has been a security breach of any Data that includes Data that as provided by PCCD, OUSD will promptly, but in no even more than twenty-four (24) hours, report to PCCD any incidents, in detail, of any Data received from PCCD, whose confidentiality has been breached or believed to have been breached. OUSD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide PCCD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of PCCD relating to such an occurrence.

c) The Parties agree that in the event of a security breach, the Party whose system was the subject of the security breach shall follow the requirements set forth in the State Administrative Manual and shall work with the other Party whose data was breached to provide any notification that may be necessary pursuant to Civil Code Section 1798.29.

V. RESPONSIBILITIES AND RIGHTS OF THE PARTIES

1. **Compliance**. Each of the Parties' employees, contractors and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the data shared under this Agreement. The Parties agree to obtain an appropriate confidentiality commitment from each employee, contractor or agent with access to Data pursuant to this Data Sharing Agreement. Nothing in this paragraph

authorizes sharing Data provided under this Data Sharing Agreement with any other entity or for any purpose other than completing the Parties' work under this Data Sharing Agreement.

2. **Prohibited Disclosure.** The Parties agree to block access to or to prevent re-disclosure of any Data received from the other Party pursuant to this Data Sharing Agreement. The Party receiving the Data shall not disclose any Data obtained under this Data Sharing Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The recipient may publish results of general information (e.g., scope of participation), but specifically agrees to delete any Data items that include identifiable student information and to require all employees, contractors and agents of any kind to also abide by this paragraph.

3. **Subcontractors**. Each Party must obtain prior approval in writing of any third-party, including subcontractors, who may have access to Students' Education Records in order to assist the Parties in the performance of their obligations under the CCAP Agreement. Such approval shall be requested in advance and provide the other Party with:
   a) A copy of the proposed subcontract;
   b) Background information about the subcontractor and its executives; and
   c) Any other information reasonably requested by the other Party.

   The Parties shall ensure that any such third-parties or subcontractors that create, receive, maintain, or transmit Data on behalf of a party agree to the same restrictions, conditions, and requirements that apply to the Parties with respect to such information.

4. **Storage.** Each Party represents that it will use, collect, store, transmit and manage the Data disclosed to it by the other Party in accordance with federal and state laws. All copies of the Data of any type, including any modifications or additions to Data from any source that contains information regarding individual students, are subject to the provisions of this Data Sharing Agreement in the same manner as the original Data. The ability to access or maintain Data under this Data Sharing Agreement shall not, under any circumstances, transfer from the Parties to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of the Parties. Data from the Parties shall not be taken outside the United States.

5. **Data Transfer.** Data provided under this Data Sharing Agreement shall be transferred via a secure and private channel.

6. **Destruction of Data.** The Parties shall destroy all Data and provide verification in writing of the destruction of all copies of the Data obtained under this Data Sharing Agreement within six (6) months if this Agreement is terminated for any reason. All Data no longer needed shall be destroyed or returned to the disclosing Party in compliance with 34 CFR Section 99.35(b)(2). The Parties agree to require all employees, contractors, or agents of

any kind to comply with this provision.

7. **Data Requests.** The Parties may decline to comply with a request if it determines that providing the Data requested would not be in the best interest of the disclosing Party. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the Data is requested. Data requests may be submitted in writing by post, electronic mail or facsimile.

8. **Distribution.** The Parties will provide each other with an electronic copy of the final versions of any and all reports or other documents based on the Data obtained through this Agreement (if applicable). The Party who owns the Data, reserves the right to distribute and overwise use the final report and associated documents in its discretion, in sum or in part. The other Party or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the owning Party and the owning Party's approval is first obtained.

VI. INTELLECTUAL PROPERTY

At all times, the Parties maintain sole ownership over their own respective Data. The Parties agree that they do not establish any ownership over the other Party's Data received pursuant to this Data Sharing Agreement and that they will not contact any individuals whose Data has been disclosed. A Party shall not publish any work based on the Data obtained from the other Party without the prior written consent of the disclosing Party. In order to protect the confidentiality of previously identified directory information disclosed to a Party, the authorized representatives agree to provide to each other, for the other Party's review at least thirty (30) days prior to publication or presentation, any proposed publications or presentation which are to make public any findings, data, or results based on the Data obtained through this Data sharing Agreement. Each Party reserves the right to withdraw its consent at any time.

VII. GENERAL TERMS AND CONDITIONS

A. Representation, Warranties and Covenants of the Parties

1. Relationship of the Parties. The Parties are acting as independent organizations under this Data Sharing Agreement for the purposes as set forth in the Recitals. PCCD is neither an employee, subcontractor, nor an agent of OUSD. PCCD shall have no right or authority to enter into agreements on behalf of or otherwise bind, OUSD, and OUSD shall have no right to enter into agreements on behalf of or otherwise bind PCCD. OUSD is neither an employee, subcontractor, nor an agent of PCCD. OUSD shall have no right or authority to enter into agreements on behalf of or otherwise bind PCCD, and PCCD shall have no right to enter into agreements on behalf of or otherwise bind OUSD.

2. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority and capacity to enter this Data Sharing Agreement and to perform

its obligations herein, including all approvals and consents required from any other person or governmental authority; and (ii) this Data Sharing Agreement constitutes a valid, legally binding Data Sharing Agreement of such Party, enforceable against such Party in accordance with its terms.

3. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Data Sharing Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

B. Waiver. No verbal or implied waiver of any breach of any provisions of this Data Sharing Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Data Sharing Agreement. Any waiver by either party must be in writing and delivered to the other party.

C. Applicable Law. This Data Sharing Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. Should any litigation be commenced between the Parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

D. Counterparts. This Data Sharing Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Data Sharing Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Data Sharing Agreement.

E. Entire Agreement. This Data Sharing Agreement, along with the CCAP Agreement, constitute the entire agreement between the Parties with regards to Data sharing and supersedes all prior discussions, negotiations, whether oral or written. This Data Sharing Agreement may be amended or modified only by a written instrument executed by both Parties.

F. Construction of Data Sharing Agreement. Both parties have participated in the negotiation and drafting of this Data Sharing Agreement. Therefore, the terms and conditions of this Data Sharing Agreement shall not be construed against either party as the drafting party.

G. Signature Authority. Each Party has the full power and authority to enter into and perform this Data Sharing Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Data Sharing Agreement.

H. Survival. Sections II, IV.B-C, V, VI, and VII of this Data Sharing Agreement shall survive termination of the Data Sharing Agreement.

I. Severability. If any part of this Data Sharing Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Data Sharing Agreement will remain in full force and effect.

VIII. NOTICE

Any request, notice or other communication by either Party shall be given in writing and by e-mail and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

PERALTA COMMUNITY COLLEGE DISTRICT:	**OAKLAND UNIFIED SCHOOL DISTRICT:**
Name: Siri Brown Title: Vice Chancellor, Academic Affairs Email: sbrown@peralta.edu Mailing Address: 333 East 8th Street Oakland, CA 94606 Telephone: With a copy to: Title: Contracts Coordinator Email: contracts@peralta.edu Mailing Address: 333 E. Eighth Street, Oakland, CA 94606	Name: Mike Smith Title: Deputy General Counsel Email: mike.smith@ousd.org Mailing Address: 1000 Broadway, Suite 680, Oakland, CA 94607 Telephone: (510) 879-8535 Fax: (510) 879-4046 With a copy to: Susan Beltz Title: Chief Technology Officer Email: susan.beltz@ousd.org Mailing Address: 1000 Broadway, Suite 440, Oakland, CA 94607

[Signature Page to Follow]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

PERALTA COMMUNITY COLLEGE DISTRICT	**OAKLAND UNIFIED SCHOOL DISTRICT**
By: _____	By: _____
Print Name: Frances L. White, Ph.D.	Print Name: Dr. Kyla Johnson-Trammell
Title: Acting Chancellor	Title: Superintendent
Date: _____	Date: 6/30/2020

[Signature Page to Data Sharing Agreement]

Exhibit D

Peralta Community College District
High School
CCAP Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Peralta Community College District's (PCCD) High School Dual Enrollment Program is designed to offer high school students career technical education or preparation for transfer to college, to improve high school graduation rates, or to help high school students achieve college and career readiness.

High school students enrolling in a college level course must meet course requirements. The student must follow all the regulations and policies of the college, including adhering to any prerequisite requirements.

Dual Enrollment high school students are exempted from paying the California Community College enrollment fees and all other fees. ***High school students enrolled in more than 15.0 units per semester are required to pay enrollment and all other mandatory fees*** (See the current PCCD class schedule for current fees).

Access to the High School CCAP Dual Enrollment Program is NOT allowed for:

1. Recreation or hobbies.
2. Any class that is offered at the high school.

By signing the High School CCAP Dual Enrollment Form, the student's parent/guardian is indicating agreement with, and giving consent for, their student's participation in any of the courses offered at the student's high school, another high school, or at any of the four Peralta Community College District colleges (Berkeley City College, College of Alameda, Laney College and Merritt College.) This applies to the years the student is enrolled in the Oakland Unified School District high school.

CCAP Dual Enrollment college classes are PCCD classes. The grade received will appear on the student's official PCCD college transcript and the student's high school transcript, and will count toward financial aid eligibility should the student decide to attend a PCCD college or another institution of higher education.

Steps to Enroll in the High School Dual Enrollment Program:

1. Go online to Peralta.edu and click "Apply and Enroll" to complete an Admission application.
2. Consult your high school counselor to find out what Dual Enrollment course(s) are being offered and choose the course you would like to take. **You must adhere to any prerequisite requirements.**
3. Get your parent's approval to enroll in a college class and have them sign this form (this is only done once.)
4. Complete the rest of the section "High School Student's Information."
5. If the college pre/co-requisite course has not been completed, participate in multiple measures assessments.
6. Review your rights with respect to your education records and disclosures of information at http://web.peralta.edu/admissions/official-transcript-request/verificationsrelease-of-information/ferpa-2/ .
7. If you would like your parent to be able to conduct business for you or request information on your behalf complete the Authorization for Release of Student Records form.
8. Submit your Dual Enrollment Form to an approved high school official who is managing college courses on your high school campus.

Units earned will be granted as college credit. It is the high schools district's prerogative to grant high school credit for courses taken in the Peralta Colleges. The Office of Admissions and Records will send a transcript to Oakland Unified School every semester.

Peralta Community College District
High School
Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Please write in blue or black ink and write legibly

PERALTA ID # (8 digits): _____ **H.S. Grade Level:** _____

High School Student's Information (All sections required)

Student's Name: _____
Last Name *First Name* *M.I.*

Date of Birth: _____

Address: _____
Street *City, State* *Zip*

Phone #: _____ **Email Address:** _____

H.S. Student's Signature: _____ **Date:** _____

I hereby certify that I am the parent/guardian of the above-named student and I am in agreement with, and give my consent for, their participation in any Peralta Community College class during the years my student is enrolled in this high school.
I HAVE READ AND UNDERSTAND THE STEPS FOR DUAL ENROLLMENT. I HEREBY AUTHORIZE THE OAKLAND UNIFIED SCHOOL DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORDS TO PERALTA COMMUNITY COLLEGE DISTRICT. I HEREBY AUTHORIZE PERALTA COMMUNITY COLLEGE DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORD TO THE OAKLAND UNIFIED SCHOOL DISTRICT.

Parent or Guardian's Signature: _____ **Date:** _____

High School Authorization

Permission is granted for the above-named student to enroll in courses at: All Peralta Colleges

High School Currently Attending: _____

H.S. Counselor (or Designee) Signature: _____ **Date:** _____

**Per Education Code Section 48800, for summer sessions, K-12 principals may not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of the recommendation.*

Signature: Albert Maniaol (Nov 8, 2023 11:17 PST)

Email: amaniaol@peralta.edu

Peralta Community College District
High School
Dual Enrollment Form

Berkeley City College
College of Alameda
Laney College
Merritt College

Please write in blue or black ink and write legibly

PERALTA ID # (8 digits): _____ **H.S. Grade Level:** _____

High School Student's Information (All sections required)

Student's Name: _____
Last Name *First Name* *M.I.*

Date of Birth: _____

Address: _____
Street *City, State* *Zip*

Phone #: _____ **Email Address:** _____

H.S. Student's Signature: _____ **Date:** _____

I hereby certify that I am the parent/guardian of the above-named student and I am in agreement with, and give my consent for, their participation in any Peralta Community College class during the years my student is enrolled in this high school.

I HAVE READ AND UNDERSTAND THE STEPS FOR DUAL ENROLLMENT. I HEREBY AUTHORIZE THE OAKLAND UNIFIED SCHOOL DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORDS TO PERALTA COMMUNITY COLLEGE DISTRICT. I HEREBY AUTHORIZE PERALTA COMMUNITY COLLEGE DISTRICT TO RELEASE MY STUDENT'S EDUCATIONAL RECORD TO THE OAKLAND UNIFIED SCHOOL DISTRICT.

Parent or Guardian's Signature: _____ **Date:** _____

High School Authorization

ermission is granted for the above-named tudent to enroll in courses at: All Peralta Colleges

igh School Currently Attending: _____

S. Counselor (or Designee) Signature: _____ **Date:** _____

'Per Education Code Section 48800, for summer sessions, K-12 principals may not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of the recommendation.

OUSD

Final Audit Report 2023-11-08

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By:	Albert Maniaol (amaniaol@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-pXHLk0ATHgzaTa-Vq0LPJc5895YX5zh

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FY 2023-26 OUSD CCAP Agreement - Request to Integrate e-Signatures

Final Audit Report 2023-11-09

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"FY 2023-26 OUSD CCAP Agreement - Request to Integrate e-Signatures" History

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