

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
PARTNERSHIP AGREEMENT  
BETWEEN  
THE PERALTA COMMUNITY COLLEGE DISTRICT AND  
THE  
ALAMEDA 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 Alameda Unified School District (“School District”). This Agreement is dated as of \_\_\_\_\_, 2020 (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”<sup>1</sup>), 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;

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<sup>1</sup> As used herein, "AB 288" shall refer to Assembly Bill ("AB") 288 (2015) (enacted) which corresponds with California 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 26 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 30 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, with annual renewal, subject to approval by the governing board of PCCD and the governing board of the School District, through June 30, 2022, unless earlier terminated by the Parties in the manner described herein.

3. **Early Termination.** This Agreement may be terminated by either Party hereto if the other Party breaches the insurance or indemnification requirements or otherwise commits a material breach of this MOU. Termination shall be effective fifteen (15) 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 material 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 remedy is in addition to any other remedy which may be provided for 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 be cancelled.

4. **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 expressly provided in Section 16 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.

**5. 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.

## **6. 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 Administrator(s) are unable to resolve the conflict, the Parties shall escalate the issue to the School District and PCCD Representatives (as defined in Section 26 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 Term of this Agreement 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)	The period during which Course Agreements are negotiated.
June 1- December 1 (Spring)	
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 (or 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 fewer than 25 students (or 20 for Career Education), ~~High School Site/School District~~ the High School Site/School District shall 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 provided, however that PCCD shall have the option to cancel any Course 1) when fewer than 25 students (or 20 for Career Education) are enrolled in a Course and the High School Site/School District does not elect to pay the cost associated with the difference or

2) when the number of students actually enrolled in a Course is fewer than 15, notwithstanding the High School Site/School District's willingness to pay the cost associated with the difference.

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

<b>Units per Class</b>	<b>Number of weeks/semester</b>	<b>FTES calculation</b>	<b>Peralta Revenue per FTES</b>	<b>Per student revenue needed</b>
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 will 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 within sixty (60) days of the Course start date.

- 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. Dual credit availability shall be indicated in the Course Agreement.
- 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. *Courses Held on School PCCD Property.* Courses conducted on PCCD campuses will 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. 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.
  - ii. *Courses Held on School District Property.* Pursuant to Education Code Section 76004(o), the Parties *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. Subject to approval from the School District, Courses held at a School District facility may be open to the public, but shall not occur during instructional time. In such event, the Parties acknowledge and agree that School District may require reasonable security measures, including sign in and sign out requirements for any non-District student attending a Course at a School District facility. School District reserves the right to immediately remove from School District property any non-District student reasonably deemed by School District to be disruptive or disorderly. Under certain circumstances, disruptive or disorderly persons may be prohibited from reentering District property. Courses held at the School District shall be offered without charge to PCCD or any students for use of the facilities.

- iii. Each Party agrees to clean, maintain and safeguard their respective premises, including the space provided for Courses, including entries, hallways and restroom facilities, and further warrant that its respective 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.
- J. Equipment, Supplies, Materials and Textbooks. 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. Written preapproval from 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(ii), 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. Pursuant to subsection ii, below, 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. If a special part-time student meets all three of the requirements pursuant to Section 7(J)(i), PCCD shall 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. To ensure that all fees are promptly waived, School District shall provide PCCD's Educational 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. Permanent records of student enrollment, grades and achievement for PCCD students receiving PCCD credit for course(s) offered as part of this Agreement shall be maintained by PCCD. The School District will maintain the permanent records of student attendance, grades and achievement for School District students receiving School District credit for course(s) offered as part of this Agreement.

Each party shall maintain records pertaining to this Agreement as set forth herein and as 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. 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, within 21 calendar days of 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.
- i. The School District shall be responsible for implementing all Individual Education Plan(s) for its students. PCCD shall assist the School District as needed to allow the School District to provide F.A.P.E., including ensuring cooperation from PCCD Faculty to implement supports and accommodations as necessary.
  - ii. Upon identifying themselves to the instructor/PCCD, non-District students with disabilities shall receive reasonable accommodations for learning through PCCD’s

Disabled Students' Programs and Services department. PCCD, through the coordination of the Vice Chancellor of Student Affairs and Vice President of Student Services (or their designees) at each of the colleges, will provide access to student support services staff to support interested students in their effort to successfully matriculate to a Peralta College and enroll in the Courses. School District shall cooperate as necessary to implement supports and accommodations for student's attending classes on School District property.

N. Parental Consent. School District shall obtain, and maintain on file, written parental consent from parents/guardians of students seeking to take Courses under this Agreement. A copy of the consent form shall be provided to PCCD.

7. Support Staff. Each Party shall provide personnel to perform clerical services associated with outreach activities and recruiting students, enrollment, data sharing, student supports and other related services as each may find necessary.

8. 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. The Parties shall collaborate to select and determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction. The Parties shall collaborate 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 8(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. At the request of School District, PCCD shall promptly investigate any accusation against or request to remove any PCCD Faculty reasonably deemed by School District to be abusive, disorderly, incompetent, careless or unqualified to perform the services or provide instruction under this Agreement. The investigation and any determination as to whether to remove any Faculty will be performed by PCCD in accordance with its internal processes, including any obligations under any applicable collective bargaining agreement.

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.

9. **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.

10. **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.

**11. Workers' Compensation.** School District shall be the primary 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. School District is not responsible for processing, investigating, defending, and paying any workers' compensation claims by non-School District personnel who may serve as instructors or students who are not affiliated with the School District.

**12. Indemnification.**

A. Each Party shall defend, hold harmless, and indemnify the other Party and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives (collectively, the “indemnified parties”) 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 the premises or facilities and any injuries or damages resulting therefrom; (2) failure to process, investigate, defend, or pay any workers' compensation claims by 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 the other Party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that neither Party shall be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of the other Party or its indemnified parties, in which case indemnification shall be administered on a comparative fault basis.

B. This indemnity provision 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 and the School District's Superintendent or designee; 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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.



24. **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.
25. **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.
26. **Points of Contact; CCAP Oversight Committee.** The Parties have identified their respective points of contact for this Agreement in Exhibit A. These individuals, or their designees, shall be responsible for monitoring and facilitating the provisions of this Agreement, as further described in Exhibit A.

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 Educational 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 twice a semester (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.

27. **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 assist PCCD to meet the reporting requirements under this Section 27 and under AB288. PCCD shall provide School District with 14 calendar days advance notice of the requested records. Data equally available to PCCD shall be gathered by PCCD.

- 28. **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.
- 29. **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>.
- 30. **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, at an open public meeting of each board, shall take comments from the public and approve 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.
- 31. **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.

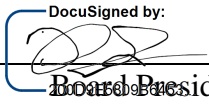
<b>PERALTA COMMUNITY COLLEGE DISTRICT:</b>	<b>ALAMEDA UNIFIED SCHOOL DISTRICT:</b>
<p><u>Name:</u> Siri Brown  <u>Title:</u> Vice Chancellor,                      Academic Affairs  <u>Email:</u> sbrown@peralta.edu  <u>Mailing Address:</u>                      333 East 8<sup>th</sup> Street                      Oakland, CA 94606  <u>Telephone:</u>  <u>Fax:</u></p> <p>With a copy to:  <u>Title:</u> Contracts Coordinator  <u>Email:</u> contracts@peralta.edu  <u>Mailing Address:</u> 333 E. Eighth Street,                      Oakland, CA 94606</p>	<p><u>Name:</u> Felicia Vargas  <u>Title:</u> CTE Pathways Specialist  <u>Email:</u> fvargas@alamedaunified.org  <u>Mailing Address:</u> 2060 Challenger Drive                      Alameda, CA 94501  <u>Telephone:</u> 510-337-7091</p> <p>With a copy to:  <u>Title:</u> Executive Assistant, Business Services  <u>Email:</u> dkrueger@alamedaunified.org  <u>Mailing Address:</u> 2060 Challenger Drive                      Alameda, CA 94501</p>

[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.

ALAMEDA UNIFIED SCHOOL DISTRICT

PERALTA COMMUNITY COLLEGE DISTRICT

By:  \_\_\_\_\_  
Board President or Designee

Date: 6/10/2020 \_\_\_\_\_

By: \_\_\_\_\_  
Regina Stanback Stroud, Ph.D.  
Chancellor (*Authorized Agent*)

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

By: \_\_\_\_\_  
Vice Chancellor of Academic Affairs  
Date: \_\_\_\_\_

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

**Approved as to Legal Form for the For PCCD:**

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

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

**Peralta Community College District Public Comment and Approval Board Meeting Date:**

**Alameda Unified School District 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 Alameda 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;

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			<a href="mailto:sbrown@peralta.edu">sbrown@peralta.edu</a>
PCCD Educational Administrator	Dr. Don Miller, Vice President of Instruction, College of Alameda	510-748-2301	555 Ralph Appezzato Memorial Parkway, Alameda, CA 94501	<a href="mailto:ddmiller@peralta.edu">ddmiller@peralta.edu</a>
PCCD Dual Enrollment Administrator	Paula Armstead, Associate Dean of Educational Success, College of Alameda	510-748-5255	555 Ralph Appezzato Memorial Parkway, Alameda, CA 94501	<a href="mailto:parmstead@peralta.edu">parmstead@peralta.edu</a>
School District Representative	Pasqual Scuderi, Superintendent	510-337-7001	2060 Challenger Drive Alameda, CA 94501	<a href="mailto:pscuederi@alamedaunified.org">pscuederi@alamedaunified.org</a>
School District Dual Enrollment Administrator	Sara Stone, Chief Instructional Officer		2060 Challenger Drive Alameda, CA 94501	<a href="mailto:sstone@alamedaunified.org">sstone@alamedaunified.org</a>

**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, 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 to the School District. 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 to School District on issues of enrollment. No later than two weeks prior to the start of each semester, PCCD designated staff and School District shall prioritize and confirm the enrollment of students taking a Course to ensure students are enrolled prior to the census deadline. In special circumstances, and after consultation with PCCD's Educational Administrator and Course instructor, a student may 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. Assessment Criteria Used.**

Students shall be assessed according to the stated Student Learning Outcomes of each Course and the Course Outline of Record to determine how well they comprehended the Course content and will receive a grade at the end of each semester. In addition, grades, Course completion rates, success rates, post-graduation achieved regional living wage, or other elements related to the California Community Colleges Student-Centered Funding Formula may 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**

<u>Course Department</u>	<u>Course Title</u>	<u>Course Number</u>	<u>Semester</u>	<u>Peralta College (Likely)</u>	<u>Days/times OPTIONS</u>	<u>Location</u>	<u>Number of Students to be Served</u>	<u>Projected Number of FTES</u>
<u>African American Studies</u>	<u>The African-American Family in the United States</u>	<u>AFRAM 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>African-American History: Africa to 1865</u>	<u>AFRAM 30</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>African-American History: 1865-1945</u>	<u>AFRAM 31</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>African-American History: 1945 to Present</u>	<u>AFRAM 32</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Anthropology</u>	<u>Introduction to Physical Anthropology</u>	<u>ANTHR1</u>	<u>TBD</u>	<u>COA/Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Anthropology</u>	<u>Physical Anthropology Laboratory</u>	<u>ANTHR 1L</u>	<u>TBD</u>	<u>COA/Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Introduction to Art History</u>	<u>ART 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Beginning Drawing and Composition</u>	<u>ART 20</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Beginning Painting</u>	<u>ART 50</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Intermediate Painting</u>	<u>ART 52</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Selected Topics in Art</u>	<u>ART 48AA-FZ</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Art</u>	<u>Beginning Painting: Watercolor</u>	<u>ART 60</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Automotive Mechanics</u>	<u>Introduction to Auto Mechanics</u>	<u>ATECH 22</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Automotive Mechanics</u>	<u>Transportation Technology Principles</u>	<u>ATECH 21</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Biology</u>	<u>General Biology</u>	<u>BIOL 1A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Human Anatomy</u>	<u>BIOL 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Microbiology</u>	<u>BIOL 3</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Human Physiology</u>	<u>BIOL 4</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Introduction to Biology</u>	<u>BIOL 10</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Basic Human Anatomy and Physiology</u>	<u>BIOL 24</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Nutrition</u>	<u>BIOL 31</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Fundamentals of Oceanography</u>	<u>BIOL 102</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Fundamentals of Biotechnology</u>	<u>BIOL 75</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Fundamentals of Biomanufacturing</u>	<u>BIOL76</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Biology</u>	<u>Biotech Instrumentation: Good Laboratory Practices</u>	<u>BIOL 72A</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	

<u>Biology</u>	<u>and Safe Chemical Handling Biotech Instrumentation: Clean Room</u>	<u>BIOL 72B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Biotech Instrumentation: Polymerase Chain Reaction</u>	<u>BIOL 72C</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Biotech Instrumentation: Protein Purification and Quality Control</u>	<u>BIOL 72D</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Genomics Theory</u>	<u>BIOSC 30</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Advanced Genomics Theory</u>	<u>BIOSC 31</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Comparative Genomics and Phylogenetics</u>	<u>BIOSC 39</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Personalized (Desktop) Sequencing</u>	<u>BIOSC 60</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Intro to Business</u>	<u>BUS 10</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Small Business Management</u>	<u>BUS 54</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Introduction to Marketing</u>	<u>BUS 70</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Salesmanship</u>	<u>BUS 75</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Chemistry</u>	<u>General Chemistry</u>	<u>CHEM 1A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Chemistry</u>	<u>Introductory General Chemistry</u>	<u>CHEM 30A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Introduction to Speech</u>	<u>COMM 1A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Intercultural Communication</u>	<u>COMM 6</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Computer Information Systems</u>	<u>Introduction to Computer Information Systems</u>	<u>CIS 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Computer Information Systems</u>	<u>Introduction to Computer Science</u>	<u>CIS 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Computer Information Systems</u>	<u>Introduction to Computer Programming</u>	<u>CIS 6 (incl option for hybrid)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Computer Information Systems</u>	<u>Introduction to Tableau Analytics</u>	<u>CIS 70</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Computer Information Systems</u>	<u>Oracle SQL and PL/SQL</u>	<u>CIS 97A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Cooperative Work Experience Education</u>	<u>General Work Experience</u>	<u>COPED 450</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>



<u>Cooperative Work Experience Education Counseling Counseling Counseling</u>	<u>Occupational Work Experience</u>	<u>COPEDE 451</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>College Success</u>	<u>COUN 24</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Personal Growth</u>	<u>COUN 30</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Career and Life Planning</u>	<u>COUN 57</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Orientation to College: Students Success and Support Program</u>	<u>COUN 201</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Career Exploration</u>	<u>COUN 207A/B/C</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Dance</u>	<u>Beginning Individual Choreography</u>	<u>DANCE 12A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Dance</u>	<u>Beginning Group Choreography</u>	<u>DANCE 12B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Economics</u>	<u>Principles of Economics (Macro-Economics)</u>	<u>ECON 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Economics</u>	<u>Principles of Economics (Micro-Economics)</u>	<u>ECON 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Economics</u>	<u>Introduction to Economics</u>	<u>ECON 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Composition and Reading</u>	<u>ENG 1A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-30</u>
<u>English</u>	<u>Composition and Reading w/Support</u>	<u>ENG 1AS</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-30</u>
<u>English</u>	<u>Critical Thinking in Reading and Writing</u>	<u>ENG 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-30</u>
<u>English</u>	<u>Creative Writing</u>	<u>ENG 10A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-30</u>
<u>English</u>	<u>Introduction to American Literature</u>	<u>ENG 30A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Survey of African-American Literature</u>	<u>ENG 31</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Contemporary Women Writers</u>	<u>ENG 32A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Children's Literature</u>	<u>ENG 47</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Introduction to LGBTQ Literature</u>	<u>ENG 79</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Advanced Listening and Speaking and Oral Communication</u>	<u>ESOL 50A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Advanced Reading and Writing</u>	<u>ESOL 52A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 1</u>	<u>ESOL 251A (incl hybrid option)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 1</u>	<u>ESOL 251B (incl hybrid option)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 2</u>	<u>ESOL 252A (incl hybrid option)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 2</u>	<u>ESOL 252B (incl hybrid option)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 3</u>	<u>ESOL 253A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 1</u>	(incl hybrid option) <u>ESOL 261A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 2</u>	<u>ESOL 262A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 2=3</u>	<u>ESOL 263A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 1</u>	<u>ESOL 271A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 2</u>	<u>ESOL 272A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 3</u>	<u>ESOL 273A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>Physical Geography</u>	<u>GEO 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>Physical Geography Laboratory</u>	<u>GEO 1L</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>Cultural Geography</u>	<u>GEO 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>World Regional Geography</u>	<u>GEO 3</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>First Aid and Safety</u>	<u>HLTED 9</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>Cardiopulmonary Resuscitation</u>	<u>HLTED 11</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Professions and Occupations</u>	<u>Medical Terminology I</u>	<u>HLTOC 201</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Professions and Occupations</u>	<u>Medical Terminology II</u>	<u>HLTOC 202</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Professions and Occupations</u>	<u>Medical Transcription 1 and 2</u>	<u>HLTOC 203/204</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of European Civilization</u>	<u>HIST 2A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of Mexico</u>	<u>HIST 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of United States to 1877</u>	<u>HIST 7A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of United States Since 1865</u>	<u>HIST 7B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of Latin-American Civilization</u>	<u>HIST 8A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of SE Asia: Vietnam</u>	<u>HIST 11</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of Eastern Asia</u>	<u>HIST 12</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>20th Century American Protest Movement</u>	<u>HIST 18</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of the Caribbean/Central America</u>	<u>HIST 53A/B</u>	<u>TBD</u>	<u>College of Alameda</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>African-American History: Africa to 1865</u>	<u>HIST 50</u>	<u>TBD</u>	<u>College of Alameda</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>African-American History: 1865 to 1945</u>	<u>HIST 51</u>	<u>TBD</u>	<u>College of Alameda</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>African-American History: 1945 to present</u>	<u>HIST 52</u>	<u>TBD</u>	<u>College of Alameda</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Humanities</u>	<u>Human Values</u>	<u>HUMAN 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Humanities</u>	<u>Introduction to Humanities Values/Aesthetics</u>	<u>HUMAN 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Humanities</u>	<u>Religions of the World</u>	<u>HUMAN 40</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Kinesiology</u>	<u>Care and Prevention of Athletic Related Injuries</u>	<u>KIN 134</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Kinesiology</u>	<u>Intro to Kinesiology</u>	<u>KIN 150</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>PreCalculus</u>	<u>MATH 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>PreCalculus with Analytic Geometry</u>	<u>MATH 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Calculus I, Calculus II, Calculus III, Linear Algebra, Differential Equations</u>	<u>MATH 3 A/B/C/E/F</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Discreet Mathematics</u>	<u>MATH 11</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Intro to Statistics</u>	<u>MATH 13</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Mathematics for Liberal Arts Students</u>	<u>MATH 15</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Calculus for Business and Life/Social Sciences</u>	<u>MATH 16A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Elementary Algebra</u>	<u>MATH 201</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Geometry</u>	<u>MATH 202</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Intermediate Algebra</u>	<u>MATH 203</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Pre-Prob &amp; Statistics</u>	<u>MATH 206</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>Support for Statistics</u>	<u>MATH 213</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>Support for Precalculus</u>	<u>MATH 215</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>Support for Trigonometry</u>	<u>MATH 216</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>Elementary and Intermediate Algebra for Business or STEM majors</u>	<u>MATH 230 (hybrid)</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Music</u>	<u>Introduction to World Music</u>	<u>MUSIC 9</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Music</u>	<u>Music Appreciation</u>	<u>MUSIC 10</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Physics</u>	<u>Introduction to Physics</u>	<u>PHYS 10</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Physics</u>	<u>General Physics with Calculus</u>	<u>PHYS 4A/B/C</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Government and Politics in the United States</u>	<u>POSCI 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Comparative Government</u>	<u>POSCI 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>International Relations</u>	<u>POSCI 3</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Intro to Community Violence Prevention</u>	<u>POSCI 35</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Applied Peacebuilding and Violence Prevention</u>	<u>POSCI 36</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Intro to General Psychology</u>	<u>PSYCH 1A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Psychology of Childhood</u>	<u>PSYCH 7A</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Adolescent Psychology</u>	<u>PSYCH 7B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Psychology of Minority Groups</u>	<u>PSYCH 18</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Psychology</u>	<u>Abnormal Psychology</u>	<u>PSYCH 24</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Human Sexuality</u>	<u>PSYCH 12</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Sociology of the Family</u>	<u>SOC 13</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Intro to Sociology</u>	<u>SOC 1</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Social Problems</u>	<u>SOC 2</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Sociology of Women</u>	<u>SOC 3</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Minority Groups</u>	<u>SOC 5</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Spanish</u>	<u>Elementary Spanish</u>	<u>SPAN 1A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Spanish</u>	<u>Intermediate Spanish</u>	<u>SPAN 2A/B</u>	<u>TBD</u>	<u>COA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

**EXHIBIT B**

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

This Course Agreement for CCAP Courses between the Peralta Community College District and the Alameda 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 Alameda 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 ( <i>start and end dates</i> ):	
Student Learning Outcomes of the Course ( <i>to be determined by PCCD</i> ):	
Number of educational hours of Course per week and number of weeks ( <i>Note: Courses may end before the end of the high school semester</i> ):	
PCCD units (credits) offered for Course:	
Dual Credit Available (Y/N):	
Number of high school students to be served by Course:	
Max class size ( <i>including high school students and general public students</i> ):	

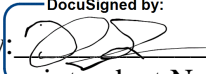
Name of Instructor for Course and Contact Information:	
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance:	
If the Course has a pre-requisite, what is it and who will assess whether the students have satisfied it? By what date?	
Date of School Board Meeting where this Course was Approved:	
Required Course Materials, Equipment, Textbooks and Supplies. ( <i>Provide description of all such items</i> )	
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 Alameda Unified School District as of the date set forth below.


[School Name]

School Name: \_\_\_\_\_  
 High School Principal Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ALAMEDA UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
 By:  Pasquale Scuderi  
 Superintendent Name: \_\_\_\_\_  
 Date: 6/10/2020

**PERALTA COMMUNITY COLLEGE DISTRICT**

By:  \_\_\_\_\_  
Siri Brown (Jun 1, 2020 19:55 EDT)  
 Name: \_\_\_\_\_  
 Title: Vice Chancellor of Academic Affairs  
 Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Dr. Reginald Stanback Stroud (Jun 2, 2020 08:38 PDT)

Name: Regina Stanback Stroud

Title: Chancellor

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

[Signature Page to Course Agreement]

**EXHIBIT C**

**DATA SHARING AGREEMENT**  
**Between**  
**PERALTA COMMUNITY COLLEGE DISTRICT**  
**And**  
**ALAMEDA UNIFIED SCHOOL DISTRICT**

This Data Sharing Agreement (“Data Sharing Agreement”) is entered into by and between the Peralta Community College District, a California community college district (“PCCD”) and Alameda Unified School District, a California K-12 public education school district (“AUSD”) as of \_\_\_\_\_, 2020, 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 state and 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 AUSD and PCCD (the “CCAP Agreement”), AUSD 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 AUSD 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 AUSD 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 AUSD, 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. The requesting party will obtain written consent from the student's parent/legal guardian (or the student if s/he is no longer a minor) prior to disclosing records subject to this Agreement. 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. Scope of Data Sharing**

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. Data Use**

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 AUSD 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 AUSD, PCCD will promptly, but in no event more than twenty-four (24) hours, report to AUSD any incidents, in detail, of any Data received from AUSD, 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 AUSD 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 AUSD relating to such an occurrence.
- b) If AUSD believes that there has been a security breach of any Data that includes Data that as provided by PCCD, AUSD 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. AUSD 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 pursuant to applicable State and federal guidelines 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 personally identifiable 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 prior to granting any third-party, including subcontractors, access to Data. 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.

Any such third-parties or subcontractors that create, receive, maintain, or transmit Data on behalf of a Party are bound by all restrictions, conditions, and requirements of this Data Sharing Agreement, which obligation must be set forth in their third party agreements or subcontract.

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. Both Parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Both Parties will store data in an environment using a firewall that is maintained in accordance with industry standards.

6. **Destruction of Data.** The Parties shall return or destroy all Data and provide verification in writing of the destruction of all Data, including copies, 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.** 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.

**VI. Reports and Distribution.** Pursuant to Education Code Section 76004(t)(1), the Parties are required to generate an annual report evaluating the CCAP partnership and successes of the program. Data used in the report includes, but is not limited to, the number of students served, aggregated by gender and ethnicity. 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 otherwise 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.] **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 shared. 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 AUSD. PCCD shall have no right or authority to enter into agreements on behalf of or otherwise bind, AUSD, and AUSD shall have no right to enter into agreements on behalf of or otherwise bind PCCD. AUSD is

neither an employee, subcontractor, nor an agent of PCCD. AUSD 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 AUSD.

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:

<p><b>PERALTA COMMUNITY COLLEGE DISTRICT:</b></p>	<p><b>ALAMEDA UNIFIED SCHOOL DISTRICT:</b></p>
<p><u>Name:</u> Siri Brown  <u>Title:</u> Vice Chancellor,                  Academic Affairs  <u>Email:</u> sbrown@peralta.edu  <u>Mailing Address:</u>                  333 East 8<sup>th</sup> Street                  Oakland, CA 94606  <u>Telephone:</u>  <u>Fax:</u></p> <p>With a copy to:  <u>Title:</u> Contracts Coordinator  <u>Email:</u> contracts@peralta.edu  <u>Mailing Address:</u> 333 E. Eighth Street,                  Oakland, CA 94606</p>	<p><u>Name:</u> Sara Stone  <u>Title:</u> Chief Instructional Officer  <u>Email:</u> sstone@alamedaunified.org  <u>Mailing Address:</u> 2060 Challenger Drive  <u>Alameda, CA 94501</u>  <u>Telephone:</u> 510-</p> <p>With a copy to:  <u>Title:</u> Executive Assistant, Business Services  <u>Email:</u> dkrueger@alamedaunified.org  <u>Mailing Address:</u> 2060 Challenger Drive                  Alameda, CA 94501</p>

[Signature Page to Follow]



THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

**PERALTA COMMUNITY COLLEGE  
DISTRICT**

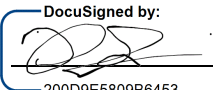
By:  \_\_\_\_\_  
Dr. Regina Stanback Stroud (Jun 2, 2020 08:38 PDT)

Print Name: Regina Stanback Stroud Ph.D.

Title: Chancellor

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

**ALAMEDA UNIFIED SCHOOL DISTRICT**

By:  \_\_\_\_\_  
DocuSigned by:  
200D9E5809B6453...

Print Name: Pasquale Scuderi

Title: Superintendent

Date: 6/10/2020

[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 Alameda 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](http://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 Alameda 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 District 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 ALAMEDA 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 ALAMEDA 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: \_\_\_\_\_

314-5/4515183.1









# AUSD CCAP Final 6.20

Final Audit Report

2020-06-02

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