

**AMENDMENT #2 TO COLLEGE AND CAREERS PATHWAYS AGREEMENT
BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT
AND
PERALTA COMMUNITY COLLEGE DISTRICT/COLLEGE OF ALAMEDA
REGARDING
ALAMEDA SCIENCE AND TECHNOLOGY INSTITUTE (“ASTI”)**

This Second Amendment to the College and Career Access Pathways (“CCAP”) Agreement (“Amendment”) is made by and between Peralta Community College District (“PCCD”) and Alameda Unified School District (“AUSD”). PCCD and AUSD may be individually referred to herein as a “Party,” and may be collectively referred to herein as the “Parties.”

WHEREAS, increased rates of high school retention, graduation and matriculation are of interest to both Parties;

WHEREAS, research has demonstrated that smaller high schools have a positive effect on student learning and achievement;

WHEREAS, providing an accelerated college education and career training opportunity, while in high school, to low-income young people, first-generation college goers, English language learners, and students of color, as well as students who are highly capable but academically underachieving and in need of an alternative education to excel, increases their potential to be contributing members of our community;

WHEREAS, Alameda Science and Technology Institute (“ASTI”), an AUSD high school, was jointly established by PCCD’s College of Alameda (“COA”) and AUSD in 2005;

WHEREAS, PCCD has space at the COA campus that is currently not needed on a full-time basis by PCCD;

WHEREAS, ASTI is currently located on the COA campus and ASTI students have benefited from learning on the college campus;

WHEREAS, the Parties hereby agree that the joint use of facilities and equipment would be beneficial to both Parties;

WHEREAS, pursuant to applicable law, including but not limited to Education Code section 76004, there is an existing College and Career Access Pathways (“CCAP”) Agreement (“CCAP Agreement”) between the Parties regarding ASTI, for the purpose of offering or expanding dual enrollment opportunities for pupils who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school, including continuation high school, to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;

WHEREAS, the existing CCAP Agreement is incorporated herein by this reference (See Exhibit A);

WHEREAS, the Parties entered into Amendment #1 to the CCAP Agreement (“Amendment #1”; collectively with the CCAP Agreement, “Agreement”, see Exhibit A);

WHEREAS, this Amendment is hereby intended to provide additional information to the Agreement;

WHEREAS, except as otherwise stated in section 4(B) of the Agreement, any inconsistency between this Amendment and the Agreement shall be resolved in favor of this Amendment except where otherwise required by law;

WHEREAS, PCCD believes that it is in the best interest of PCCD, AUSD, the students and teachers of PCCD, the parents of the students of PCCD, and the public to allow AUSD to utilize the Space (defined below) pursuant to the terms of this Amendment; and

WHEREAS, the Parties do not intend this Amendment to constitute a lease of real property pursuant to Education Code section 81360, *et seq.*

NOW THEREFORE, for good and valuable consideration, the Parties mutually agree as follows:

I. FACILITIES, RESOURCES AND MATERIALS

- A. Location:** ASTI shall be located on the COA campus of PCCD, as further depicted and described in Exhibit B, attached hereto and incorporated herein by this reference.
- B. PCCD/COA Rights and Responsibilities Regarding Facilities, Resources and Materials:**
 - 1.** PCCD shall provide ASTI with space in Building D, as further described in Exhibit B and Exhibit C (the “Space”), attached hereto and incorporated herein by this reference. Classrooms in the Space that are not assigned to ASTI may be used by PCCD.
 - 2.** Except as otherwise set forth in this Amendment, and subject to AUSD’s express obligations as set forth in this Amendment, PCCD shall be responsible for necessary repairs and replacements, and ongoing and/or routine maintenance and utilities needed to operate and/or attributable to Building D.

3. PCCD shall allow AUSD to bring its own communication line to the COA Main Point of Entry (“MPOE”), and PCCD/COA shall facilitate connection to Building D at AUSD’s sole cost and expense.
4. Except as otherwise set forth in this Amendment, and subject to AUSD’s express obligations as set forth in this Amendment, PCCD shall be responsible for all normal and routine custodial services.
5. Except as otherwise set forth in this Amendment, and subject to AUSD’s obligations as set forth in this Amendment, PCCD shall maintain grounds immediately in and around Building D.
6. PCCD shall provide PCCD parking permits for AUSD’s staff.
7. PCCD shall not, through its use of classrooms within Building D cause or permit any nuisance in, on, or about Building D which interferes with AUSD’s reasonable use of assigned classrooms in Building D.

C. AUSD Rights and Responsibilities Regarding Facilities, Resources and Materials:

1. AUSD acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, AUSD has not relied on any representation, statement, or warranty of PCCD or anyone acting for or on behalf of PCCD; (ii) AUSD is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis. PCCD represents that it does not have actual, current knowledge of any hazardous conditions affecting the Space, but otherwise PCCD makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.
2. AUSD shall be entitled to use the Space solely for the purposes of education-related activities.
3. AUSD shall not do or permit anything to be done, without the prior written consent of PCCD, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall AUSD sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. PCCD will provide AUSD with documentation of PCCD’s policy of fire insurance within a reasonable time of any request for such documentation. AUSD shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space or of the COA campus. AUSD shall not

use or allow the Space to be used for any improper or objectionable purpose, nor shall AUSD cause, maintain, or permit any nuisance in, on, or about the Space. AUSD shall not commit or suffer to be committed any waste in or upon the Space. AUSD shall be responsible for the reasonable repair or replacement costs of any property of PCCD that may be lost, damaged, or stolen, only to the extent caused directly by AUSD or ASTI students, employees, and agents, and upon AUSD's written request accompanied by documentation of such costs. If damage is done by AUSD or ASTI students, employees, and agents, that needs to be remedied by COA custodial services or DGS, AUSD will pay COA or DGS (as applicable) within a reasonable time after the work is done.

4. AUSD shall provide furniture and equipment for AUSD's use in the Space.
5. AUSD shall work with COA if it wishes to request site improvements. AUSD shall be responsible for its share of reasonable costs of any non-routine, discretionary repairs, replacements, alterations, or maintenance for Building D, to the extent expressly requested by AUSD.
6. AUSD shall pay for the reasonable costs to repair damage to the Space and/or COA-owned instructional materials, equipment, and supplies, only to the extent such damage was caused directly by AUSD or ASTI students, employees, and agents, and upon PCCD's written request accompanied by documentation of such costs.
7. Except as otherwise expressed herein, AUSD and/or ASTI may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of PCCD.

D. Operational Manual: An operational manual shall be developed jointly and agreed upon by DGS, COA, and AUSD.

II. PERSONNEL AND ADMINISTRATIVE STAFF

- A. All regular ASTI faculty and any clerical or administrative personnel shall be hired and assigned by the Human Resource Department of AUSD pursuant to its normal hiring and assignment policies and practices.
- B. Unless otherwise expressed herein, AUSD will be responsible for providing all personnel and conducting all instruction, counseling and guidance relating to ASTI, except that AUSD may agree to allow COA to provide specified instruction.
- C. All AUSD personnel responsible for administration and instruction of ASTI activities shall be subject to the hiring, firing, transfer, tenure, supervision and evaluation procedures of AUSD.

- D.** AUSD shall assign an on-site administrator who will be the main liaison to COA. All inquiries from parents of ASTI students shall be referred to the ASTI Principal.
- E.** AUSD shall assign personnel designated to handle health and emergency issues and refer ASTI students to receive appropriate medical assistance, as needed.
- F.** COA shall designate a liaison (“COA Liaison”) to the ASTI Principal and AUSD.

III. STUDENTS

- A.** AUSD shall assume responsibility for the supervision and discipline of students enrolled in ASTI.
- B.** Students enrolled in ASTI shall be subject to the policies, rules and regulations of AUSD. ASTI students enrolled in COA and attending COA classes shall be subject to the rules and regulations, including but not limited to grade grievances and student code of conduct, applicable to all COA students.
- C.** Students participating in ASTI dual enrollment may be selected by the AUSD staff in partnership with COA staff. These students shall be deemed, for all legal and financial purposes, to be students of AUSD, and appropriate payment of funds from federal, state, county, city and local sources for students of AUSD shall apply to these students. Such payments shall be forwarded in their entirety to AUSD and shall be dealt with as part of the regular budget, to the extent required by applicable law.
- D.** Those students enrolled in classes offered by AUSD shall be counted towards AUSD Average Daily Attendance (“ADA”). Students enrolled in classes at COA shall be counted towards COA’s Full Time Equivalent Students (“FTES”).
- E.** If any ASTI student, instructor or administrator should experience an accident or sudden illness while on the premises of COA, the response to such incidents shall be coordinated between the ASTI Principal and COA Liaison, except in cases of emergency.

IV. DATA SHARING

- A.** Data sharing between ASTI and PCCD/COA is covered under the existing Agreement (see Exhibit A).

V. OPERATION OF THE PROGRAM

- A.** Students enrolled in ASTI may be permitted to enroll in college level courses while attending ASTI, pursuant to this Amendment and applicable Education Code provisions regarding special admission and concurrent enrollment.

- B.** ASTI 9th and 10th grade students will primarily be attending ASTI taught by AUSD teachers.
- C.** ASTI 11th and 12th grade students, when deemed ready by AUSD in terms of academic skills and developmental maturity, may be allowed to enroll in COA and take college level classes taught by COA instructors.

VI. REMUNERATION/ECONOMIC CONSIDERATION

- A.** The Parties hereby agree that for each year that this Amendment is in effect, AUSD shall be responsible for its share of reasonable costs (e.g., electricity, water, and gas utilities, trash removal, custodial services, security, etc.) ("Utilities/Custodial Services Amount"). Understanding that COA/PCCD cannot provide an actual accounting of these costs, the AUSD shall pay a portion of COA/PCCD's total Utilities/Custodial Services Amount based on the proportional square footage amount of Building D to be used by AUSD annually. On or before July 31 of each respective year, COA/PCCD shall be responsible for providing AUSD with an invoice, a spreadsheet showing its calculations, and supportive documentation detailing the total Utilities/Custodial Services Amount, the square footage of Building D, the square footage of Building D used by AUSD, and total square footage of COA buildings for that respective year.
- B.** COA/PCCD shall be responsible, on June 30, or within thirty (30) days thereafter, of each respective year, for providing AUSD with a spreadsheet and supportive documentation detailing the total number of COA courses enrolled by AUSD students for the academic year, the total number of college units earned by AUSD students for the academic year, the number of AUSD student FTES for the academic year, and the total reimbursement that COA/PCCD is to receive or has received for all such FTES for the academic year. "AUSD FTES Reimbursement Amount" shall refer to the total reimbursement that COA/PCCD is to receive or has received for all AUSD student FTES for the respective academic year.
- C.** The Parties hereby agree that for each respective year that this Amendment is in effect, the Utilities and Custodial Services Amount (including the annual fee for safety and security of the space) shall be reduced by the AUSD FTES Reimbursement Amount. Only in the event that the Utilities/Custodial Services Amount exceeds the AUSD FTES Reimbursement Amount within a respective year, shall AUSD then pay COA/PCCD the difference for that respective year ("AUSD Cost Responsibility Amount"), subject to an invoice by COA/PCCD. Unless otherwise agreed upon by the Parties, the AUSD Cost Responsibility Amount will not result in COA/PCCD owing funds to AUSD.
- D.** A sample calculation of Utilities and Custodial Services Amount, AUSD FTES Reimbursement Amount, and AUSD Cost Responsibility Amount is contained within Exhibit D, attached hereto and incorporated herein by this reference.

VII. TERMINATION

- A.** This Amendment shall commence on the date it is raftified and executed by both Parties and shall continue until June 30, 2022, unless terminated by either Party in accordance with this Amendment. The Amendment can be extended for an additional one (1) year term, if both Parties agree in writing.
- B.** Either Party shall have the right to terminate this Amendment by giving written termination notice (“Termination Notice”) no less than sixty (60) days prior to the end of the then-current AUSD academic school year except PCCD/COA shall not terminate this Amendment during the AUSD schedule year unless by mutual agreement or for the reasons as stated in the CCAP Agreement (See Section 3). The written notice shall state the effective ending date of this Amendment (“Ending Date”).
- C. Restoration of Site:**
 - 1.** Upon the termination of this Amendment, AUSD shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed prior to the commencement of this Amendment.

VIII. GENERAL TERMS AND CONDITIONS

- A. Applicable Law; Compliance with Laws:** This Amendment is made, and shall be construed in accordance with, the laws of the State of California. Any action, suit or proceeding by or between the Parties shall be brought in the Superior Courts of the State of California, Alameda County. Each Party shall, at its sole cost and expense, promptly comply with all applicable laws and ordinances, and all applicable requirements of the various governmental departments and subdivisions having jurisdiction over, and with respect to, the land, PCCD/COA’s buildings, and the subject matter of this Amendment. Neither Party shall use the land or PCCD/COA’s buildings, or permit anything to be done in or about the land or PCCD/COA’s buildings, which will in any way conflict with any law, statute, ordinance, or governmental rule, regulation, or requirement now in force or which may hereafter be enacted or promulgated. The Parties understand and agree that notwithstanding anything herein to the contrary, AUSD’s use of the land and PCCD/COA’s buildings, shall not trigger California laws governing the fitness of buildings used for school purposes, and AUSD shall not be required to make improvements to the buildings to ensure compliance with such laws.
- B. Insurance Requirement**

Each Party shall, at its sole cost and expense, maintain in full force and effect, during the term of this Amendment the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses

(including legal counsel fees) arising out of or in connection with the fulfillment of any of its obligations under this Agreement:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 med expenses
\$1,000,000 personal & adv. injury
\$3,000,000 general aggregate
\$3,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

C. Proof of Carriage of Insurance.

The Parties, upon execution of this contract and periodically thereafter upon request, shall furnish the other Party with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the other Party as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Parties shall be required to provide the other Party with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Each Party shall pay its own premiums for these insurance policies.

D. Mutual Hold Harmless Clause: Under this Amendment, PCCD agrees to indemnify, defend and hold AUSD harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the activities under this Amendment by COA/PCCD and the rights, responsibilities, and obligations of COA/PCCD hereunder, resulting from the conduct, in whole or in part (comparative liability), of COA/PCCD, its officers, trustees, agents, representatives, or employees under this Amendment, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and

costs arising out of the negligent or intentional acts of AUSD, its officers, employees, agents, representatives, and invitees.

Under this Amendment, AUSD agrees to indemnify, defend and hold COA/PCCD harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the activities under this Amendment by AUSD and the rights, responsibilities, and obligations of AUSD hereunder, resulting from the conduct, in whole or in part (comparative liability), of AUSD, its officers, trustees, agents, representatives, or employees under this Amendment, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of PCCD, its officers, employees, agents, representatives and invitees.

E. COVID-19:

Each Party hereby acknowledges the contagious nature, health risks, and dangers associated with the transmission of infections or communicable diseases, including but not limited to “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2),” which is responsible for Coronavirus Disease 2019 (“COVID-19”), and/or any mutation or variation thereof (collectively, “Infectious Disease”). As a result, federal, state, and local health agencies have, over time and from time-to-time, implemented certain health and safety protocols, and have, in many locations, prohibited the congregation of groups of people. Each Party shall take precautions for the safety of its students and staff, and to comply with all applicable provisions of federal, state, and local laws, guidance, and health directives, including but not limited to AUSD and COA/PCCD health directives and guidance, related to the COVID-19 pandemic, and any other pandemic or epidemic, and any applicable social distancing, masking, hygiene, or other safety procedures required by such public health authorities.

Although each Party shall take measures to reduce the risk of exposure to Infectious Diseases, each Party cannot guarantee that the other Party’s students, staff, or visitors will not be exposed to or infected with an Infectious Disease. The Parties acknowledge that participation in this Amendment includes possible exposure to Infectious Diseases. Each Party hereby voluntarily agrees to assume the risks that its respective students, staff, and visitors may be exposed to Infectious Diseases in participating in the activities expressly contemplated by this Amendment.

F. Mediation: Unless prohibited by law, the Parties to this Amendment hereby covenant to submit all disputes arising out of this Amendment to mediation. The forum for the mediation shall be in Alameda County. The Parties shall in good faith attempt to resolve the matter before pursuing other available legal remedies. Any

Party may initiate mediation by sending a written demand to the other Party. The written demand shall describe the dispute with specificity.

- G. Entire Agreement:** This Amendment and all attached Exhibits constitute the entire agreement between the Parties hereto regarding this subject matter and supersede in all respects all previous or contemporaneous communications, understandings and agreements regarding the content of this Amendment, either written or oral.
- H. Modification:** This Amendment may not be modified or amended except in writing and signed by the Parties hereto.
- I. Assignment:** Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- J. Incorporation of Recitals:** The Recitals set forth in the beginning of this Amendment shall be incorporated and deemed a part of this Amendment.
- K. Severability:** If any provision of this Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be severed and the remainder of this Amendment shall continue in full force and effect.
- L. Non-Discrimination Clause:** The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, PCCD Board Policy 4.03, AUSD Board Policy 3040, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Each Party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.
- M. Counterparts:** This Amendment may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of execution and delivery, and the counterparts shall constitute one and the same document.

The Amendment is made and entered into on this 1st day of July, 2021 and is subject to and becomes effective only upon approval by the AUSD Board of Education and PCCD Board of Trustees.


ALAMEDA UNIFIED SCHOOL
DISTRICT

By: _____
Pasquale Scuderi
Superintendent
Alameda Unified School District

Approved as to Form:

By: _____
Name: _____
Legal Counsel
Alameda Unified School District

PERALTA COMMUNITY COLLEGE
DISTRICT

By:  _____
Dr. Jannett N. Jackson
Interim Chancellor
Peralta Community College District

Approved as to Form:


By:  _____
Royle Roberts (Provisionally Licensed) (Jan 7, 2022 10:56 PST)
Name: Royle Roberts (Provisionally Licensed)
General Counsel
Peralta Community College District

EXHIBIT A

CCAP Agreement with Amendment #1

EXHIBIT B

Depiction and Description of Location of ASTI on COA Campus of PCCD



Campus Map



Building Guide

- A** 1st Level Administration, Business Office, Cashier, Office of Instruction, President's Office, Student Services, Student Payroll, Welcome Center
2nd Level Business, Dental Assisting
- B** 1st Level Auto Body, Automotive Technology
- C** 1st Level Social Sciences
2nd Level Liberal Arts, Social Science
- D** 1st Level Chemistry, CIS, Programs & Services for Students with Disabilities
2nd Level Language, Liberal Arts, Division Offices
- E** 1st Level Diesel Mechanics
- F** 1st Level Bookstore, Mental Health Services, Police Services, Student Lounge
2nd Level ASCOA, Student Leadership Office, Lost & Found, Cafeteria

- G** 1st Level Gym, Men's Locker Room, Music, Veterans Center, Dance
2nd Level Women's Locker Room, Athletic Director, Coaches
- H** New Liberal Arts Building, Apparel Design & Merchandising, Art General Classrooms, Offices, Art
- L** 1st Level Library
2nd Level Assessment, Learning Resources Center, Open Computer Lab, Tutoring
- P** One-Stop Career Center
- S** Alameda Unified School District Portables
- CV** Cougar Village

ATLAN: 860 Atlantic Avenue, Alameda, CA

Note: Science classes have been relocated 1 mile from main campus at 860 Atlantic Avenue, Alameda, CA. A free shuttle is available for transport in front of the college at 555 Ralph Appenzato Memorial Parkway.

EXHIBIT C

List of Classrooms, Offices, and other Rooms to be used by AUD

Building D:

- D203 Suite: D202 A,B,C,D- Offices
- D204- Classroom
- D205- Classroom
- D206- Classroom
- D207- Classroom
- D208- Classroom
- D222- Classroom
- D216 and D 217 offices
- D229- Classroom
- D237- Classroom

Appurtenant areas, as permitted.

EXHIBIT D

Sample Calculations

Sample Assumptions (to be adjusted for each year of the Amendment):

Total COA Campus Square Footage:	500,000 Square Feet
Building D Square Footage:	7,500 Square Feet
Building D Square Footage Used by AUSD:	5,000 Square Feet

Sample Annual Utility/Custodial Services Amount Calculation Table

	Custodial Services	Electricity	Water	Gas	Trash Removal
Amount Incurred by COA for Entire Campus	\$125,000.00	\$500,000.00	\$50,000.00	\$150,000.00	\$125,000.00
Amount Incurred by COA Per Square Foot of Entire Campus	\$0.25	\$1.00	\$0.10	\$0.30	\$0.25
Amount Based on Building D Square Footage Used by AUSD (i.e., 5,000 Square Feet)	\$1,250.00	\$5,000.00	\$500.00	\$1,500.00	\$1,250.00
Sample Utilities/Custodial Services Amount Total					\$9,500.00

Sample AUSD FTES Reimbursement Amount Calculation Table

Total COA Courses Taken for Academic Year	College Units (Total Courses x 3)	FTE Students	Total Reimbursement per FTES	Total
406	1,218	34.8	\$9,500.00	\$330,600.00
Sample AUSD FTES Reimbursement Amount Total				\$330,600.00

Sample AUSD Cost Responsibility Amount Calculation Table

Utilities/Custodial Services Amount Total	\$9,500.00
AUSD FTES Reimbursement Amount Total	- \$330,600.00
Sample AUSD Cost Responsibility Amount	- \$321,100.00
AUSD Final Cost Responsibility to COA/PCCD	\$0.00

Based on the above calculation, the AUSD FTES Reimbursement Amount exceeds the Utilities/Custodial Services Amount. Therefore, AUSD would not remit any payment to COA/PCCD.

314-277/6233387.2

Amendment #1 to College and Career Access Pathways (CCAP)

between

Peralta Colleges

and

Alameda Unified School District

Background

On June 10, 2020, the Board of Education (“Board”) of the Alameda Unified School District (“School District” or “AUSD”) approved the College and Career Access Pathways (“CCAP”) Partnership Agreement (“Original Agreement”) between The Peralta Community College District on behalf of its community colleges (together, “PCCD”), and AUSD (together, the “Parties”). The purpose of the Agreement is to comply with the requirements outlined under AB288, memorialize the collaboration for this CCAP Program, and set forth their mutual rights and responsibilities and the terms of their relationship and the Courses. The term “Agreement” shall reference this Original Agreement.

Amendment #1

This Amendment #1 to the Agreement amends the Agreement as set forth below.

A new Paragraph 32 shall be added that reads: “All Course Agreements may include an online/distance learning model in which students and instructors engage through electronic devices. If a Course is held at AUSD, AUSD shall be responsible for providing notice to its personnel and students and PCCD Instructors of the requirements and their respective obligations with regards to all specific health and safety protocols related to the Course or being present on AUSD property in compliance with all Orders (defined below) related to the COVID-19 pandemic, for enforcing compliance with those protocols and for safeguarding the health and safety of personnel, students and all others present on its campuses. Without limiting the foregoing, AUSD shall be responsible for implementing any and all cleaning and other safety and health measures required or recommended by any applicable orders or directive of any applicable governmental entity (including the City, County, State, and/or the Federal Government, including its associated agencies such as the Center for Disease Control) to ensure that AUSD premises and campus operations are safe for use and occupancy by its staff, students, and PCCD Instructors and to protect against COVID-19 exposure and transmission.”

The last sentence of Paragraph 6.C shall be amended to read (with additions noted with underline): “Payments for under-enrolled courses are due to PCCD from the School District net sixty (60) days from the date of Course cancellation or from the date of the Course's scheduled start date, whichever is earlier.”

The last sentence of Paragraph 6.D shall be amended to read (with additions noted with underline): “Under AB288, students may receive dual credit at both the K-12 and the college level, as determined by the Parties.”

The last sentence of Paragraph 6.E shall be amended to read (with additions noted with underline and deletions noted with strikethrough): “Faculty shall be physically present in the classroom or lab or within the line-of-sight of the students, **if the classes are to be held in-person and on-site.**”

The following sentence shall be added as the last sentence of Paragraph 6.K.i: “**Units completed by a pupil pursuant to this Agreement may count toward determining a pupil’s registration priority for enrollment and course registration at a community college.**”

The following sentence shall be added as the first sentence of Paragraph 6.M: “**Each Party shall provide personnel services to perform clerical services associated with their respective services.**”

The last sentence of Paragraph 2 shall be amended to read (with additions noted with underline): “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 **until June 30, 2022,** unless **otherwise** earlier terminated by the Parties in the manner described herein.” **Appendix I to Exhibit A**



PCCD and School District have identified these additional courses to be listed in Appendix I to Exhibit A of the agreement.



<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>
Biology	Applied Biomanufacturing Technology with Lab	BIOL78	TBD	Laney	TBD	TBD	25-35	


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

ALAMEDA UNIFIED SCHOOL DISTRICT

PERALTA COMMUNITY COLLEGE
DISTRICT

<p>By:  <u>SCUDERI (Jun 23, 2021 16:39 PDT)</u></p> <p>Name: Pasquale Scuderi Superintendent Date: <u>06/23/2021</u></p>	<p>By:  _____</p> <p>Name: Dr. Jannett Jackson Interim Chancellor Date: <u>07/21/2021</u></p>
---	---

<p>By:  <u>Mialisa T. Bonta (Jun 23, 2021 09:41 PDT)</u></p> <p>Name: Mialisa Bonta President, Board of Education Date: <u>06/23/2021</u></p>	<p>By:  _____</p> <p>Name: Dr. Siri Brown Vice Chancellor, Academic Affairs Date: <u>07/15/2021</u></p>
--	--

	<p>By:  <u>Royle Roberts (Jul 15, 2021 17:48 PDT)</u></p> <p>Name: Royle Roberts Chief of Staff Date: <u>07/15/2021</u></p>
--	---











AUSD CCAP Amendment (Fall 2021-Spr 2022) v.061421 - signed BOE

Final Audit Report

2021-07-21

Created:	2021-07-15
By:	Teodora Washington (twashington_esig@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAad4Nb6_falia0Q-PdChsLgJJKhNAm2cm

"AUSD CCAP Amendment (Fall 2021-Spr 2022) v.061421 - signed BOE" History

-  Document created by Teodora Washington (twashington_esig@peralta.edu)
2021-07-15 - 4:38:00 PM GMT- IP address: 75.3.244.21
-  Document emailed to Royl L. Roberts (rlroberts@peralta.edu) for signature
2021-07-15 - 4:41:20 PM GMT
-  Document emailed to Siri Brown (sbrown@peralta.edu) for signature
2021-07-15 - 4:41:20 PM GMT
-  Document emailed to Jannett Jackson (jjackson@peralta.edu) for signature
2021-07-15 - 4:41:21 PM GMT
-  Email viewed by Siri Brown (sbrown@peralta.edu)
2021-07-15 - 4:43:20 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Siri Brown (sbrown@peralta.edu)
Signature Date: 2021-07-15 - 4:43:26 PM GMT - Time Source: server- IP address: 201.149.91.170
-  Email viewed by Royl L. Roberts (rlroberts@peralta.edu)
2021-07-16 - 0:48:23 AM GMT- IP address: 104.47.51.126
-  Document e-signed by Royl L. Roberts (rlroberts@peralta.edu)
Signature Date: 2021-07-16 - 0:48:55 AM GMT - Time Source: server- IP address: 209.129.192.15
-  Email viewed by Jannett Jackson (jjackson@peralta.edu)
2021-07-21 - 6:35:56 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Jannett Jackson (jjackson@peralta.edu)
Signature Date: 2021-07-21 - 6:36:07 PM GMT - Time Source: server- IP address: 172.58.111.248



✔ Agreement completed.

2021-07-21 - 6:36:07 PM GMT

