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Enactment Date	3-23-2022 CJH



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Matin Abdel-Qawi, High School Network Superintendent
Gary Middleton, Executive Director of Alternative Education

Meeting Date March 23, 2022

Subject Memorandum of Understanding - Peralta Community College District to Operate Gateway at Laney Alternative High School for the 2021-2023 School Years

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding between the District and Peralta Community College District to operate Gateway to College Alternative High School at Laney College, for the period of July 1, 2021 through June 30, 2023, in an amount not to exceed \$652.465.95.

Background and Discussion This Agreement, subject to approval by the California Department of Education (“CDE”) of the waivers necessary to operate the program, will continue the Gateway to College at Laney as an Alternative High School of the District. The program is operated at Laney for concurrently enrolled OUSD students. The Gateway program largely serves foster youth, adjudicated youth, teen parents, and students recovering from homelessness or drug, and alcohol abuse and who are at risk of not completing high school by the time they are 18.

OUSD will seek and necessary waivers from the CDE in order to operate the Gateway to College program. The waivers include those for: (a) the minimum numbers of instructional days and minutes without a corresponding reduction in ADA; (b) compulsory education and truancy laws; (c) computation of average daily attendance (ADA); and (d) Section 48900 of the Education Code which pertains to discipline of students matriculating in K-12 schools. The program enrolls 75-100 students annually. The agreement is for the period from July 1, 2021 to June 30, 2023.

Fiscal Impact Approximately \$652.465.95 to be paid by the District for the 2021-22 fiscal year based on the average daily attendance of students attending the alternative high school.

Attachment(s)

- Memorandum of Understanding
- 2021-22 Projected Budget & Funding for Gateway
- Minutes – Regular Meeting of the Board of Trustees, October 26, 2021



PERALTA COMMUNITY COLLEGE DISTRICT
Memorandum Approval Request for Contracts,
Change Orders & Addendums

DATE: 09/07/2021
 TO: Interim Chancellor - Dr. Jannett Jackson
 FROM: William Ramos Ochoa - Program Director
 DEPARTMENT: Gateway to College, Laney College
 SUBJECT: Approval for FY2021-2023 MOU and FY 2021-2022 Exhibit A

Enclosed for your review and approval are the following action items:

SECTION 1 - DESCRIPTION OF SERVICES

Background: Consider approval of FY 2021-2023 Memorandum of Understanding and Exhibit A between Laney College and Oakland Unified School District for the Operation of GTC

Vendor: <u>Gateway to College & OUSI</u>	Vendor #: <u>GTC & OUSD</u>
Funding Source: <u>Fund 11</u>	Amount: <u>\$652,465.95</u>
Budget Name: <u>Gateway to College</u>	
Contract Type: <u>MOU</u>	CTS Ticket #: <u>144184</u>
Requisition #: <u>N/A</u>	Board Approval Date: <u>10.26.21</u>
Budget Codes: <u>5-11-0711-543</u>	Board Approval Attached: <input checked="" type="radio"/> Yes <input type="radio"/> N/A

Note(s): _____

SECTION 2 – PRELIMINARY APPROVALS

L.B.O. 9/17/2021

1. Department/Unit Manager

Mildred Lewis 9/16/21
 Department/Unit Manager Date

P.H.

2. Budget Officer/Verification of Funds

Derek Pinto October 1, 2021
 Business/Budget Officer Date

3. College President/Vice Chancellor

Rudolph J. Besikof 10/28/2021
 College President/Vice Chancellor Date

4. Purchasing Department

John Hiebert 10/28/2021
John Hiebert (Oct 28, 2021 13:25 PDT)
 Purchasing Officer Date

5. Vice Chancellor of Finance & Administration

Adil Ahmed 10/29/2021
Adil Ahmed (Oct 29, 2021 09:51 PDT)
 Vice Chancellor Date

6. Chancellor

Jannett Jackson 11/17/2021
 Chancellor Date

Agreement between Oakland Unified School District and Peralta Community College District to Operate Gateway at Laney Alternative High School

This Agreement is entered into between the Oakland Unified School District (“OUSD”) and the Peralta Community College District (“Peralta”) for the latter to house and provide instruction at the alternative education high school called Gateway to College at Laney College (“Gateway”) on the campus of Laney College (“Laney”).

Whereas, Gateway to College is an OUSD alternative high school based on a nationally recognized education model serving youth who have dropped out of high school;

Whereas, in June 2008, OUSD authorized the establishment of Gateway as an alternative education high school to be operated on the Laney campus;

Whereas, students attending Gateway will be concurrently enrolled in Laney and OUSD and from their first day will earn credits toward a high school diploma and an Associate’s Degree and/or credits toward a certificate program;

Whereas, it is anticipated that Gateway’s student body will largely be comprised of foster youth, adjudicated youth, teen parents, and students recovering from homelessness or drug and alcohol abuse and who are on the verge of not completing high school by the time they are 18 years of age; and

Whereas, Gateway will be a school of high expectations and equally high levels of support from Peralta and OUSD in order to ensure that vulnerable youth receive a second chance to re-engage in education in a meaningful way and create better lives for themselves.

THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. EDUCATION CODE AND WAIVERS

OUSD will seek and obtain all necessary waivers from the California Department of Education (“CDE”) in order to fully support Gateway to College operating within the community college structure. Such waivers include, but may not be limited to, those for: (a) the minimum numbers of instructional days and minutes without a corresponding reduction in average daily attendance (“ADA”); (b) compulsory education and truancy laws; (c) computation of ADA; and (d) Section 48900 of the Education Code which pertains to discipline of students matriculating in K-12 schools.

Peralta will seek and obtain all necessary waivers (if necessary) from the California Community College State Chancellor’s Office in order to fully support Gateway to College operating as an alternative high school on the Laney College Campus.

2. RECRUITMENT

OUSD agrees to actively refer students to Gateway (via the Executive Director of Alternative Education, high school counselors/principals etc). OUSD also agrees to include Gateway in relevant community outreach efforts. OUSD agrees to timely authorize final approval of students selected by Gateway, as appropriate, based on the eligibility criteria outlined in Section 3 below. Gateway’s other recruitment efforts will consist of outreach to community organizations, advertising, referrals from the

juvenile justice system and social services system among other forms. Laney also agrees to include information regarding Gateway to College in all of its marketing literature to the extent relevant.

3. ENROLLMENT/ELIGIBILITY

In accordance with Education Code section 58503, students enrolled in Gateway shall be selected entirely from volunteers. Attendance at Gateway is through application and selection only. Gateway shall review applications and tentatively accept students. Oakland's Executive Director of Alternative Education, or his/her designee, shall review and approve those students that Gateway selects. Admitted students are considered concurrently enrolled college students (as defined by State law related to community colleges), and except as provided herein, with all the benefits and responsibilities of all other Laney students. By choosing to enroll at Gateway, students agree to forfeit certain benefits and conditions of a traditional public high school experience, such as team sports and high school activities.

Students enrolling in the program must:

- a) Be at least 16 years of age by the first day of class;
- b) Reside within OUSD's boundaries and meet the residency requirement for community college enrollment;
- c) Have dropped out of high school, will not complete high school by the time they are 18 years of age and/or are deemed as "at risk" of dropping out;
- d) Be referred by OUSD, a sponsoring high school and/or referral community agency;
- e) Not have obtained a high school diploma;
- f) Have a minimum eighth (8th) grade reading level as assessed by a Peralta-administered examination;
- g) Be able to complete requirements to receive a high school diploma during the semester in which they have their 21st birthday (or be allowed to continue one additional semester if it is determined the student will graduate and/or with approval from OUSD); and
- h) Have his or her enrollment approved by OUSD in order to ensure sustainability and compliance with guidelines for admittance.

Gateway students may be simultaneously enrolled in Adult School or other OUSD programs (e.g., online learning programs) and Gateway to allow greater access for students to earn their high school diploma and AA degree. Students may enter the program during the fall or spring semester and would normally be continuously enrolled until such time that sufficient dual credit has been earned toward completion of a high school diploma, until the student reaches age 21, or until students age 20, in the approved eligibility category described below, complete their high school diploma.

Any exceptions to criteria a through h above will be made on an individual student basis and must be approved in writing by the Governing Board and/or Superintendent of OUSD or designee and the Laney College President or the President's designee.

If a prospective student who is not referred directly by OUSD attempts to apply to Gateway and if program staff determine that he/she does not meet the eligibility criteria listed above, the student will be referred to an appropriate service provider. Peralta, OUSD or Gateway staff may refer the student back to his/her neighborhood high school, an alternative education program, or to a local GED program, as

appropriate. In such cases, the staff making the referral shall provide confirmation of the referral in writing to the designated school or center.

4. FUNDING

The funding to OUSD for students enrolled in the program is based on the Local Control Funding Formula (“LCFF”) and includes base, supplemental, and concentration grants in place of most previously existing K-12 funding streams, including revenue limits and most state categorical programs under this Agreement.

The LCFF includes the following components:

Provides a base grant of \$9687.00 per average daily attendance (ADA), which includes, an adjustment of 2.6 percent on the base grant amount for grades nine through twelve, a supplemental grant equal to 20 percent of the adjusted base grant for targeted disadvantaged students, and a concentration grant equal to 50 percent of the adjusted base grant for targeted students exceeding 55 percent of the District’s enrollment.

The projected funding for 2021-22 is attached hereto and incorporated herein as Exhibit A. The Parties agree and acknowledge that the direct and indirect costs are subject to modification based upon OUSD’s said costs as reflected in the annual adopted budget. If the per-pupil average daily attendance (ADA) changes either during the academic year or in subsequent years, Peralta will invoice OUSD an amount that equals the per-pupil ADA minus the authorized direct and indirect costs provided by the State. This amount shall be invoiced in the middle of each semester after the community college census day. The indirect cost rate shall be as determined by CDE for each year.

OUSD’s direct cost deduction from the ADA remittance shall reflect the annual cost to OUSD for reporting and monitoring required of K-12 schools including, but not limited to: attendance; Annual Evaluation of Alternative Schools; Single Plan for Student Achievement; testing, technology (Aeries, IFAS), and data services; state and federal reporting, compliance, monitoring and support; fiscal services for state and federal funds; access to trainings, professional development and High School Network meetings; oversight and support from Network Executive Officer and Director, Alternative Education; food services; Student Assignment Office support (referrals, transfers); and Department of Leadership, Curriculum, and Instruction (alignment of curricula, professional development). OUSD agrees to provide an award letter to Peralta prior to the start of the fall semester. OUSD also agrees to provide written notice to Peralta if State adjustments to base revenue limit occur during the school year.

Peralta will also deduct from the ADA remittance of the annual cost to Peralta of all state reporting, MIS data services, fiscal oversight and support services. The annual cost of these charges will not exceed 5%.

Laney will work in conjunction with the Gateway to College National Network, the Peralta Colleges Foundation and other fundraising efforts to generate additional revenue for the Gateway to College Program.

Students will also be supported by categorical funds (e.g., Title I, State Compensatory Education funds) provided that Gateway is compliant with all State and Federal requirements for funding.

Peralta agrees to use Gateway funds in a manner consistent with CDE regulations. Gateway’s estimated funding is attached as Exhibit A. Peralta will ensure that all fund accounting is transparent and accessible to OUSD and CDE.

Peralta will invoice OUSD twice a year based on the actual ADA, for the fall and spring semesters within 45 days of receipt of the census day.

5. INSTRUCTION

Instruction will begin in Fall with approximate enrollment of 110-125 students. Continuing students will fluctuate depending on successful completion of the Foundation Term, as defined below.

During the first term of their enrollment, also known as the Foundation Term, students will participate in assigned classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Laney will ensure that Foundation Term instruction will include best practices in teaching and learning, will include an integrated, outcome-based curriculum and instruction. After the Foundation Term, students will begin course work toward a chosen field of study and earn their high school diploma while accruing credits toward their postsecondary certificate, diploma, or associate degree. Laney will ensure that all students moving from their Foundation Term to their subsequent terms will be provided with the academic support services needed to complete their courses successfully, which will include, but not be limited to tutoring, counseling/social services support, CAHSEE completion support, alternative high school credit completion support (i.e., online learning). There is no cost to students to attend Gateway.

Peralta will award college credit for all courses successfully completed in accordance with official Peralta policies and procedures. Students must be enrolled in approved dual credit courses to receive both high school and college credit for the courses. OUSD will support Gateway in approving additional courses for high school credit as appropriate, in a timely fashion.

Peralta will 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 CDE, Peralta, and OUSD. OUSD teachers who have a master's degree and meet the other requirements necessary for instructors at a community college shall be eligible to apply to teach at Gateway. Peralta will ensure that the highest qualified instructors with K-12 experience and/or experience in accelerated learning for basic skills will be hired.

All courses for the Foundation term will be conducted on the Laney campus in Building A, so long as in-person instruction is permitted under any shelter-in-place or similar orders. Laney will provide other facilities on the campus as needed. After successfully completing the Foundation Term, Gateway students will transition to the comprehensive campus, taking classes with the general population of students at Laney. Students will be provided the academic tutoring support needed to successfully complete their courses.

6. BOOKS AND SUPPLIES

All textbooks and supplemental materials required for classes will be provided free of charge to students by Peralta. Peralta will bear the cost of such materials and textbooks. All textbooks will be college texts. Students will be required to furnish their own school supplies such as pens, paper, and book bags.

6A. Community College Fees for Bus Pass, Health Fee and Enrollment Fees

Gateway students shall not be assessed a bus pass fee or health services fee. As concurrently enrolled OUSD students, OUSD shall provide bus passes to all Gateway students who are eligible under regulations applicable to K-12 public school students. OUSD students concurrently enrolled at Gateway shall not be assessed a health services fee. Gateway students shall have access to the Chappell R. Hayes Health Center at McClymonds High School located at 2607 Myrtle Street, Oakland, CA 94607 and Laney College's Health Services.

Enrollment fees shall not be assessed to Gateway students, unless the Parties agree in writing otherwise.

7. ATTENDANCE AND OTHER DATA

Peralta shall take and track attendance and high school class requirements, including grade information in the manner designated by OUSD that is consistent with the waivers being requested by OUSD from the CDE and by Peralta from the California Community Colleges State Chancellor's Office, if applicable. An annual audit of the Gateway program will be submitted to OUSD and the CDE on an annual basis or upon request by OUSD or CDE.

Peralta and OUSD shall have equal access to students' data, including fiscal data. The Parties shall share Gateway student data ("Gateway Student Data"), in accordance with 34 C.F.R. § 99.31(a)(1)(i)(B). The parties shall comply, and shall require its employees to comply, with all applicable state and federal laws and regulations pertaining to data privacy and security, including the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Student Online Personal Information Protection Act, AB 1584, and all other California privacy statutes.

The parties shall not use Gateway Student Data for any purpose other than to serve Gateway students. The parties are prohibited from using or selling Gateway Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose; or (d) use the Gateway Student Data for the development of commercial products or services.

Gateway Student Data remains the property of the party with which it originated. The parties shall dispose or delete all Gateway Student Data upon written request or when it is no longer needed for the purpose for which it was obtained.

The parties agree to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Gateway Student Data from unauthorized disclosure or acquisition by an unauthorized person. In the event that Gateway Student Data is accessed or obtained by an unauthorized individual, the parties shall notify each other within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours.

8. STUDENT CODE OF CONDUCT

Students will be required to adhere to Laney's Student Code of Conduct. Students shall not be subject to the requirements of Education Code Section 48900 but rather, Gateway shall suspend or expel students in accordance with the provisions of Education Code Sections 76030 – 76037.

9. CALENDAR

Students will adhere to Laney's academic year calendar.

10. TESTING

Laney will conduct K-12 any mandatory standardized testing on its campus for Gateway students. OUSD will provide training and technical assistance to administer the exams.

11. GRADES

The grades and grade point average earned by program students at Gateway will not be calculated into the class rankings.

12. STUDENTS WITH SPECIAL NEEDS

Under the Individuals with Disabilities Education Improvement Act (“IDEIA”), Peralta shall be responsible for the identification of those OUSD students attending Gateway who may qualify for special education and referring those students for assessment, as required by 20 U.S.C. section 1412, 34 C.F.R. section 300.111, and Education Code section 56301. Peralta shall be responsible for providing accommodations and services to special education students in accordance with their IEP, where these accommodations and services are implemented in a general education classroom. OUSD shall be responsible for providing accommodations and services that require disability-specific equipment or personnel. OUSD shall be responsible for convening IEP meetings for Gateway students, and providing special education personnel at said meetings. Peralta shall be responsible for providing an administrator and general education teacher at said meetings.

OUSD shall provide reasonable accommodation to all Gateway students who are eligible pursuant to Section 504 of the U.S. Rehabilitation Act of 1973 and as amended. In the event that OUSD is unable to provide services pursuant to Section 504, the Parties shall first meet to discuss the student needs. If it is determined that Peralta’s Programs and Services for Students with Disabilities (“DSPS”) program can provide services beyond the capabilities of OUSD, Peralta shall provide services and deduct from the remittance to Gateway the costs of services in accordance with a fee schedule provided by OUSD to Peralta at the start of each semester. Peralta’s provision of DSPS services does not abdicate OUSD’s obligation to the students under the law.

13. AWARD OF HIGH SCHOOL DIPLOMA

Students at Gateway are required to complete 190 high school credits in order to graduate.

Students who earn their high school diploma through Gateway will be awarded their diploma by a representative of OUSD during one of Laney’s regularly scheduled commencement exercises. Students who simultaneously earn a Laney credential will be awarded their credential at Laney’s commencement ceremony. If an OUSD representative is unavailable to participate in Laney’s commencement ceremony, Laney’s Director of Gateway will present the diploma and will announce that OUSD is awarding the diploma.

14. TRANSPORTATION AND MEALS

Students will be expected to provide their own transportation to Gateway in order to attend courses and other programs or Laney-sponsored events. OUSD shall provide bus passes to all Gateway students who are eligible under regulations applicable to K-12 public school students.

OUSD shall provide meals to those students who qualify for Free and Reduced Price Meals under the National School Lunch Program.

15. EXECUTIVE COMMITTEE AND LIAISON

The Parties shall establish the Gateway Executive Committee (the “Executive Committee”) in order to provide support and guidance for Gateway. The Executive Committee will consist of a representative from OUSD’s Governing Board and/or the Superintendent or his/her designee, the Chancellor of Peralta or his/her designee, Laney College’s Vice President of Instruction, and the Director of Gateway College. Peralta’s Vice Chancellor for Educational Services (or designee) and OUSD’s Network Executive Officer for the High School Network that Gateway is in or her designee shall serve as ex officio members of the committee. The Executive Committee will meet quarterly or as needed. The Executive Committee will provide feedback, evaluation, and recommendations for the program in order to ensure student success.

OUSD’s Executive Director of Alternative Education will serve as OUSD’s liaison to Peralta (“Liaison”) for any issues concerning Gateway. The Liaison’s role is to help coordinate the program for OUSD including assistance in referring potential students and promoting Gateway; working with Gateway staff to assure success of the program; and tracking attendance, student progress, and grades.

Gateway staff and the Liaison will meet at the end of each term (or more as needed) to discuss student progress, data reporting requirements, and other program-appropriate issues or concerns.

16. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless it is in writing and signed by the authorized agents of the Parties.

17. RENEWALS

Upon mutual agreement of the Parties, this Agreement may be renewed. Renewal of the Agreement shall be authorized in writing by the authorized agents of the Parties. Renewals shall include all terms of the Agreement unless expressly modified in the renewal contract.

18. TERM/EXPIRATION

The term of this Agreement is July 1, 2021 through June 30, 2023. Either party may terminate this Agreement for any reason upon 60 days written notice. However, all programs and/or services shall terminate at the end of the term/semester after the notice is given, so as not to disrupt student instruction.

19. INDEMNIFICATION AND INSURANCE

Peralta agrees to indemnify, defend, and hold OUSD harmless from every claim, demand, or liability, incurred by OUSD caused, and only in proportion thereto, by an act or omission of Peralta arising from or relating to its activities on behalf of Gateway as contemplated hereunder or a breach by Peralta of this Agreement. Peralta, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings related to any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against as a result thereof. Peralta’s obligations hereunder shall not apply to any portion of a claim, demand or liability resulting or arising from OUSD’s negligence, willful misconduct or breach of this Agreement.

OUSD agrees to indemnify, defend, and hold Peralta harmless from every claim, demand, or liability incurred by Peralta caused, and only in proportion thereto, by an act or omission of OUSD arising from or relating to its activities on behalf of Gateway as contemplated hereunder or a breach by it of this

Agreement. OUSD, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings related to any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against Peralta as a result thereof. OUSD's obligations hereunder shall not apply to any portion of a claim, demand or liability resulting or arising from Peralta's negligence, willful misconduct or breach of this Agreement.

Throughout the life of the Agreement, Peralta shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A/VII" in Best Insurance Rating Guide, the following policies of insurance:

COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

WORKERS COMPENSATION insurance, as required by the California Labor Code, with not less than the statutory limits.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of OUSD and endorsed to name the Oakland Unified School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to OUSD prior to the Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this Agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or Peralta to OUSD.

20. NOTICE

All notices and/or correspondence shall be addressed and mailed to parties as follows:

Peralta Community College District

Rudy Besikof, President
Laney College
900 Fallon St.
Oakland, CA 94607

Peralta Community College District

333 East 8th Street
Oakland, CA 94606
Attention: Dr. Jannett Jackson, Acting Chancellor

Oakland Unified School District

1000 Broadway, Suite 300
Oakland, CA 94607
Attention: Josh Daniels, General Counsel


The District verifies that this Peralta and Laney do not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>

21. COVID-19


Through its execution of this Agreement, the Parties declare that they are able to meet their obligations and perform its obligations this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order issued by local or state authorities and with any social distancing/hygiene (or similar) requirements. They agree to comply with any federal, state, and local health and safety orders and protocols.

NOW THEREFORE, the Parties have executed this Agreement as of the date and the year first set forth above.

Oakland Unified School District




3-24-2022
Gary Yee
President, Board of Education



3-24-2022
Kyla Johnson-Trammell, Superintendent
Secretary of Board of Education

APPROVED AS TO FORM



8/3/2021
Joanna Powell
Staff Attorney, Office of the General Counsel
Oakland Unified School District

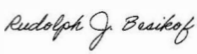
Peralta Community College District



Date: 11/17/2021
Dr. Jannett Jackson
Chancellor

Community College District

Peralta Community College District



Date: 10/28/2021
Dr. Rudy Besikof
President (For Internal Reference Only)
Laney College

APPROVED AS TO FORM

Date: _____
Nitasha Sawhney
General Counsel
Peralta Community College District

2021-22

Projected Budget & Funding for Gateway - 311

Projection as of April 22, 2021

	2021-22	
Enrollment		82.00
LCFF Base	\$	9,687.00
Additional percentage		0.00%
Additional percentage amount	\$	-
Total Base Aid	\$	9,687.00
District's Direct Rate		12.30%
District's Direct Charge	\$	1,191.50
District's 20-21 Indirect Rate*		5.56%
District's 20-21 Indirect Charge	\$	538.60
District's Direct & Indirect Costs	\$	1,730.10
LCFF State Aid Revenue	\$	7,956.90

Projected Operating Budget GP \$ 652,465.95 *

Total Projected Operating Budget \$ 652,465.95 **

Per LOA

Billing for Fall 2021	41.00	\$	326,232.97
Billing for Spring 2022	41.00		326,232.97

Signature: *Mildred Lewis*

Email: mildredlewis@peralta.edu

<<< Copied 2020-21 Billing methodolgy - Need backup to how this works.



GTC MOU FY 2021 - 2023 Packet 9.7.2021

Final Audit Report

2021-09-17

Created:	2021-09-07
By:	William Ochoa (wrochoa@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA65-HWS8MgnKaYTDAfJJ02bSz06hCT8XU

"GTC MOU FY 2021 - 2023 Packet 9.7.2021" History

-  Document created by William Ochoa (wrochoa@peralta.edu)
2021-09-07 - 6:45:49 PM GMT- IP address: 73.202.33.89
-  Document emailed to Mildred Lewis (mildredlewis@peralta.edu) for signature
2021-09-07 - 6:46:29 PM GMT
-  Email viewed by Mildred Lewis (mildredlewis@peralta.edu)
2021-09-17 - 1:00:47 AM GMT- IP address: 104.47.57.126
-  Document e-signed by Mildred Lewis (mildredlewis@peralta.edu)
Signature Date: 2021-09-17 - 1:02:43 AM GMT - Time Source: server- IP address: 144.91.63.235
-  Agreement completed.
2021-09-17 - 1:02:43 AM GMT

REGULAR MEETING OF THE BOARD OF TRUSTEES (Tuesday, October 26, 2021)

Generated by Sasha Amiri on Tuesday, October 26, 2021

Members present

Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, Leesa Hogan (Student Trustee), Micah Cooper (Student Trustee)

Meeting called to order at 4:07 P.M.**1. OPEN SESSION MEETING BEGAN AT 4:00 P.M.**

Procedural: 1.1 Call to Order

Procedural: 1.2 Public Communication on Closed Session Items

Procedural: 1.3 Adjourn to Closed Session

2. CLOSED SESSION 4:10 P.M.

Information: 2.1 Conference with Labor Negotiator, Peralta Federation of Teachers, Local 39, and SEIU 1021 (Government Code § 54957.6)

Information: 2.2 Public Employee Appointment (Government Code Section 54957)

Information: 2.5 Conference with Legal Counsel, Multiple Cases: (Government Code § 54956.9)

3. OPEN SESSION 6:00 P.M.

Procedural: 3.1 Call to Order

Procedural: 3.2 Pledge of Allegiance

Procedural: 3.3 Roll Call

Procedural: 3.4 Affirmation of the Statement of Cooperation

Information: 3.5 Report of Action Taken in Closed Session

Action: 3.6 Approval of the Agenda

Recommend Approval of the October 26, 2021 Board agenda

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action, Minutes: 3.7 Approval of the Minutes

Motion to approve the October 12, 2021 Board Minutes.

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Information: 3.8 Associated Student Government Reports

Information: 3.9 Peralta Classified Senate Report

Information: 3.10 District Academic Senate Report

Information: 3.11 Public Communication

Information: 3.12 Chancellor's Reports

4. PRESENTATIONS

Reports: 4.1 CARES/HEERF FUNDS REPORT. Presenter: All College Presidents

5. INFORMATIONAL ITEMS

Information: 5.1 First Reading of the New Functional Map for the District. Presenter: Dr. Janet Fulks

6. CONSENT CALENDAR - CHANCELLOR'S OFFICE

Action (Consent): 6.1 Consider Approval of Out of State Travel pursuant to Board Policy 7400. Presenter: Interim Chancellor Dr. Jannett N. Jackson

Resolution: Approve Out of State Travel pursuant to Board Policy 7400.

Approve Out of State Travel pursuant to Board Policy 7400.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

7. CONSENT CALENDAR - ACADEMIC AFFAIRS

Action (Consent): 7.1 Consider Approval of an Addendum to the Independent Contractor Agreement for Jason Ho / Focus International Advertising in the Amount of \$35,000. Presenter: President Rudy Besikof

Resolution: Approve an Addendum to the Independent Contractor Agreement for Jason Ho / Focus International Advertising in the amount of \$35,000.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 7.2 Consider Approval of Course and Program Additions, Deactivations and Changes. Presenter: Vice Chancellor Brown

Resolution: Approve Course and Program Additions, Deactivations and Changes that were approved at Oct 4, 2021 CIPD meeting.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 7.3 Consider Approval of the Alameda Family Services Early Head Start/Head Start license agreement with College of Alameda, from November 1, 2021 to November 30, 2028; Presenter: President Nathaniel Jones.

Resolution: Approval of the Alameda Family Services Early Head Start/Head Start license agreement with College of Alameda, from November 1, 2021 to November 30, 2028.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 7.4 Consider Approval for Laney College to Accept the \$125,000 California Apprenticeship Initiative (CAI) High Road Training Partnership (HRTTP) Grant from the State Chancellor's office. Presenter: President, Rudy Besikof

Resolution: Approval to accept the CAI HRTTP Grant from the State Chancellor's office

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 7.5 Consider Acceptance of a Grant Award of the Dual Enrollment for Equitable Completion Grant for \$300,000.00 for three years, to Berkeley City College. Presenter: President Angelica Garcia

Resolution: Consider Acceptance of a Grant Award of the Dual Enrollment for Equitable Completion Grant for \$300,000.00 for three years, to Berkeley City College.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

8. CONSENT CALENDAR - FINANCE

Action (Consent): 8.1 Annual Financial and Budget Report - Community College Financial Statement (CCFS-311A) for fiscal year 2020-21. Presenter: Interim Vice Chancellor Adil Ahmed
Approve Out of State Travel pursuant to Board Policy 7400.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 8.2 Consider Review of Budget Transfer Report for the Period Covering from September 1, 2021 through September 30, 2021. Presenter: Interim Vice Chancellor Adil Ahmed
Resolution: Consider Review of Budget Transfer Report Covering the Period from September 1, 2021 through September 30, 2021.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent): 8.3 Review of Purchase Order Report for the Period Covering from September 1, 2021 Through September 30, 2021. Presenter: Interim Vice Chancellor Adil Ahmed
Resolution: Review of Purchase Order Report Covering the Period from September 1, 2021 Through September 30, 2021.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action (Consent), Reports: 8.4 Consider Review of the Warrant/Payment Report for the Period Covering September 1, 2021 Through September 30, 2021. Presenter: Interim Vice Chancellor Adil Ahmed
Resolution: Review the Warrant/Payment Report Covering the Period from September 1, 2021 Through September 30, 2021.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

9. CONSENT CALENDAR - HUMAN RESOURCES

Action (Consent): 9.1 Consider Approval of Classified Personnel Items. Presenter: Interim Vice Chancellor Ronald

McKinley

Resolution: Approve classified personnel items.

MOTION TO APPROVE ALL CONSENT CALENDAR ITEMS.

Motion by Julina Bonilla, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

10. ACTION ITEMS

Action: 10.1 Consider Adoption of Resolution No. 21/22-51 for District Brown Act-Covered Legislative Bodies to Continue Conducting Meetings Via Teleconference Per California Government Code Section 54953 (or "Assembly Bill 361") Resolution No. 21/22-51. Presenter: Nitasha K. Sawhney, GHS, LLP

Motion to Adopt Resolution No. 21/22-51 For District Brown Act-Covered Legislative Bodies To Continue Conducting Meetings Via Teleconference Per California Government Code Section 54953 (or "Assembly Bill 361") Resolution No. 21/22-51.

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Nay: Kevin Jenkins

Abstain: Dyana Delfin Polk

Action: 10.2 Consider Adoption of Resolution No. 21/22-55 for Suspending Administrative Procedure 7213 Per California Community Colleges Chancellor's Office Executive Order 2020-04. Presenter: Board President Reiss

Motion to Adopt Resolution No. 21/22-55 for Suspending Administrative Procedure 7213 In Accordance with California Community Colleges Chancellor's Office Executive Order 2020-04.

Motion by Nicky Gonzalez Yuen, second by Julina Bonilla.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action: 10.3 Consider Approval of First Amendment to the Employment Agreement Between the Peralta Community College District and Dr. Jannett N. Jackson, Interim Chancellor. Presenter: Board President Reiss

Approval of First Amendment to the Employment Agreement Between the Peralta Community College District and Dr. Jannett N. Jackson, Interim Chancellor.

Motion by Nicky Gonzalez Yuen, second by Julina Bonilla.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action: 10.4 Consider Ratification of the Memorandum of Understanding (MOU) Between PCCD on Behalf of Laney, and OUSD for the Operation of the Gateway to College Program During the FYs of 21-22 and 22-23. Presenter:

President Rudy Besikof

Approve the ratification of an updated Memorandum of Understanding (MOU) between the Peralta Community College District (PCCD), on behalf of Laney College, and the Oakland Unified School District (OUSD) for the operation of a Gateway to College program during the 2021-2022 and 2022 - 2023 academic years.

Motion by Bill Withrow, second by Kevin Jenkins.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana

Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action: 10.5 Consider Ratification of Amendment No. 2 to the Consulting and Training Services Contract with Knowledge Saves Lives, Inc. in the Amount of \$85,000 to Continue to Serve as the District's Director of Public Safety and Continue to Support the District's Department of General Services and Community-Based Safety Program.

Presenter: Interim Vice Chancellor Atheria Smith

Ratify Amendment No. 2 to the Consulting and Training Services Contract with Knowledge Saves Lives, Inc. in the amount of \$85,000 to continue to serve as the District's Director of Public Safety and continue to support the District's Department of General Services and Community-Based Safety Program.

Motion by Julina Bonilla, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action: 10.6 Consider Ratification of Agreement for Professional Services with Dannis Woliver Kelley in the Amount of \$895,360.00 for the Provision of Legal Advice and Counsel to the Department of General Services, for Matters Related to Facilities, Maintenance and Operations, Capital Projects, Procurement for Construction and Non-Construction Related Matters as Requested. Presenter: Interim Vice Chancellor Smith.

Ratify an Agreement for Professional Services with Dannis Woliver Kelley in the Amount of \$895,360.00 for the Provision of Legal Advice and Counsel to the Department of General Services, for matters related to Facilities Maintenance and Operations, Capital Projects, Procurement and Non-construction Related Matters as Requested.

Motion by Bill Withrow, second by Linda Handy.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk, (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

Action: 10.7 Consider Adoption of Resolution No. 21/22-53, Ratifying Six Independent Consultant Agreements for Non-Construction Services with Ray & Associates Cleaning Systems for the Provision of Deep Cleaning Services for the Districtwide Return-to-Campus Custodial and Deep Cleaning Projects, Declaring Futility of Soliciting Additional Bids for Supplemental Services and Approving Omnibus Amendment Thereto for a Commensurate Increase in Compensation.

Presenter: Interim Vice Chancellor Atheria Smith

Motion to Adopt Resolution No. 21/22-53, Ratifying six Independent Consultant Agreements for Non-Construction Services with Ray & Associates Cleaning Systems for the provision of deep cleaning services for the districtwide return-to-campus custodial and deep cleaning projects, declaring futility of soliciting additional bids for supplemental services and approving omnibus amendment thereto for a commensurate increase in compensation.

Motion by Bill Withrow, second by Kevin Jenkins.

Final Resolution: Motion Carries

Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill Withrow, Kevin Jenkins, Dyana Delfin Polk (Leesa Hogan/Advisory Vote), (Micah Cooper/Advisory Vote)

11. REPORTS

Information: 11.1 Board of Trustees' Reports

12. ANNOUNCEMENTS

13. ADJOURNMENT - MEETING ADJOURNED 9:02 P.M.

Procedural: 13.1 Meeting Adjournment