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Enactment Date	8-9-17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students.

Memo

To Board of Education

From Lucia Moritz, Director, Alternative Education

Board Meeting Date August 9, 2017

Subject Agreement between Oakland Unified School District and Peralta Community College District to Operate Gateway at Laney Alternative High School for School Year 2017-18.

Action Action by the Board to approve Agreement between the District and Peralta Community College District to Operate Gateway at Laney Alternative High School.

Background The Agreement, subject to approval by the California Department of Education ("CDE") of the waivers necessary to operate the program, will continue the Gateway at Laney Alternative High School, a program 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 on the verge of not completing high school by the time they are 18.

Discussion OUSD will seek any necessary waivers from the CDE in order to operate the Gateway to College program. The waivers may 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) §48900 of the Education Code which pertains to discipline of students matriculating in K-12 schools. The program typically enrolls 110-125 students annually. The agreement is for the period from July 1, 2017 to June 30, 2018.

Fiscal Impact Approximately up to \$400,982.59 for the 2017-18 fiscal year.

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 17-1473

Department: Alternative Education

Vendor Name: Peralta Community College District

Contract Term: Start Date: July 17, 2017 End Date: June 30, 2018

Annual Cost: \$ 400,982.59

Approved by: _____

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

This vendor has been providing this service to Oakland Unified Schools and this contract continues the service and relationship

Summarize the services this Vendor will be providing.

The vendor will operate the Alternative High School program for concurrently enrolled OUSD students, adjudicated youth, teen parents, foster youth and students recovering from homelessness or drug, and alcohol abuse who are on the verge of not completing high school by the time they are 18.

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

**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 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; 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 ADA; (b) compulsory education and truancy laws; (c) computation of average daily attendance (ADA); and (d) §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 Chancellors 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 provide referrals to Gateway (via community coordinator for alternative placement, high school counselors/principals etc). OUSD also agrees to include Gateway to College in relevant marketing and 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

Attendance at Gateway is through application and selection only. Oakland's Associate Superintendent of Family, Schools, and Community Partnerships, or his/her designee, shall review and approve students selected to attend Gateway. 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 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 to College students may be simultaneously enrolled in Adult school or other OUSD programs (e.g., Cyber High) and Gateway to College 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 is based on the new 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 \$8,095.72 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 2017-18 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 the District'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 Oakland 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, Page 3 of 9 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, for the fall and spring semesters within 45 days of receipt of the census day.

5. INSTRUCTION

Instruction will begin in the Fall 2017 with approximate enrollment of 110-125 students. Continuing students will fluctuate depending on successful completion of the Foundation Term.

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., Cyber high school instruction). There is no cost for 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 to College at Laney 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 and/or accelerated learning for basic skills students be hired.

All courses for the Foundation term will be conducted on the Laney campus in Building A. 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 Gateway. Gateway 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. The Parties agree to meet and confer to further discuss enrollment fees under the community college regulations and guidelines that may be applicable to concurrently enrolled high school students.

7. ATTENDANCE AND OTHER DATA

Gateway 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. Peralta and OUSD shall have equal access to students' data, including fiscal data. 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.

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 §48900 but rather, Gateway shall suspend or expel students in accordance with the provisions of Education Codes §76030 – 76037.

9. CALENDAR

Students will adhere to Laney's academic year calendar.

10. TESTING

Gateway will conduct K-12 mandatory standardized testing on its campus for Gateway students, including the CAHSEE. 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"), OUSD shall retain the obligation to provide services and ensure compliance with eligible Gateway students' Individual Education Programs ("IEP"), including implementation of the IEPs.

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 pass the California High School Exit Exam and 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

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.

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 Coordinator 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, 2017 through June 30, 2018. 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

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.

20. NOTICE

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

Peralta Community College District

President
Laney College
900 Fallon St.
Oakland, CA 94607

Peralta Community College District

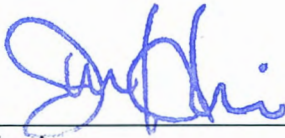
333 East 8th Street
Oakland, CA 94606
Attention: Dr. Jowel Laguerre, Chancellor

Oakland Unified School District

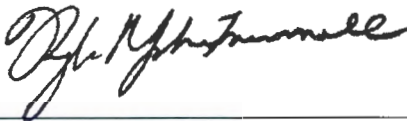
1000 Broadway, Suite 680
Oakland, CA 94607
Attention: Dr. Devon Dillon, Interim Superintendent

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

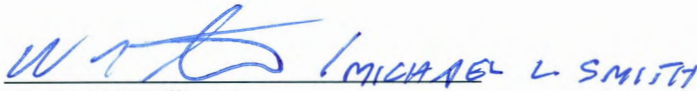
OAKLAND UNIFIED SCHOOL DISTRICT



James Harrison
President, Board of Education
Oakland Unified School District



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education
Oakland Unified School District



1202 Marion McWilliams
General Counsel

File ID Number: 17-1473
Introduction Date: 8-9-17
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By: [Signature]

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

Oakland Unified School District

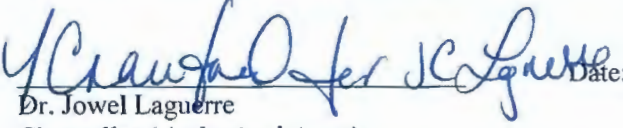
James Harris
President, Board of Education

Dr. Devon Dillon, Interim Superintendent
Secretary of Board of Education

APPROVED AS TO FORM

Marion McWilliams
General Counsel
Oakland Unified School District

Peralta Community College District



Dr. Jowel Laguerre
Chancellor (Authorized Agent)
Peralta Community College District

Date: 6/26/17

Peralta Community College District



President (For Internal Reference Only)
Laney College

Date: 6/26/17

APPROVED AS TO FORM



District Counsel
Peralta Community College District

Date: 6/26/17