Board Office Use: Legislative File Info.		
File ID Number	21-1760	
Introduction Date	6/30/21	
Enactment Number	21-1255	
Enactment Date	6/30/21 er	



Board Cover Memorandum

То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Matin Abdel-Qawi, High School Network Superintendent Gary Middleton, Executive Director of Alternative Education
Meeting Date	June 30, 2021
Subject	Amendment No. 1 - Agreement - Peralta Community College District to Operate Gateway at Laney Alternative High School
Ask of the Board	Approval by the Board of Education of Amendment No. 1 of the Agreement between the District and the Peralta Community College District to Operate Gateway at Laney Alternative High School, to allow for payment of the final invoice due to Gateway to College enrolling more students than projected, for the period of July 1, 2020 to June 30, 2021, in the amount of \$111,592.62, increasing the agreement from \$278,953.52 to an amount not to exceed \$390,546.14. All other terms and conditions remain in full force and effect.
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 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.
Discussion	OUSD has worked with Laney College to operate the Gateway to College program on the campus of Laney College. Due to an increase in enrollment the amount billed exceeded the overall contracted amount.
Fiscal Impact	Funding Source: 0000/Unrestricted General Fund, in the amount of \$111,592.62
Attachment(s)	 Regular Meeting Minutes of the Board of Trustees of the Peralta Community College Amendment No. 1, Agreement, Peralta Community College District to Operate Gateway at Laney Alternative High School Original Agreement, File ID #20-1648, Agreement, Enactment #20-1359, 9/9/20

REGULAR MEETING OF THE BOARD OF TRUSTEES (Tuesday, May 25, 2021)

Generated by Sasha Amiri on Wednesday, May 26, 2021

Members present

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

Meeting called to order at 4:50 PM

1. CLOSED SESSION

Action: 1.2 Conference with Labor Negotiator, Peralta Federation of Teachers, Local 39, and SEIU 1021 (Government § 54957.6) (40 minutes)

Action: 1.3 Public Employee Appointment (Government Code Section 54957)

Information: 1.6 Conference with Legal Counsel, Multiple Cases: (Government Code § 54956.9)

2. OPEN SESSION - Open Session Began at 7:01 P.M.

Procedural: 2.1 Call to Order

Procedural: 2.2 Pledge of Allegiance

Procedural: 2.3 Roll Call

Procedural: 2.4 Affirmation of the Statement of Cooperation

Information: 2.5 Report of Action Taken in Closed Session

Action: 2.6 Approval of the Agenda

Recommend Approval of the May 25, 2021 Board agenda w/Item 6.2 pulled from Consent to Action for brief presentation

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

Action, Minutes: 2.7 Approval of the Minutes for the May 11, 2021 Board Meeting

Motion to approve the May 11, 2021 Board Meeting Minutes.

Motion by Julina Bonilla, second by Bill Withrow.

Motion Carries

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

Action, Minutes: 2.8 Approval of the Special Meeting Minutes for the May 18, 2021 Board Meeting Motion to approve the May 18, 2021 Special Board Meeting Minutes.

Motion to approve the May 18, 2021 Special Board Meeting Minute

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

Information: 2.9 Associated Student Government Reports (5 minutes)

Information: 2.10 Peralta Classified Senate Report (5 minutes)

Information: 2.11 District Academic Senate Report (5 minutes)

Information: 2.12 Public Communication (up to 45 minutes)

Information: 2.13 Chancellor's Reports (25 minutes)

3. INFORMATIONAL

Information: 3.1 Status Report on 2020-2021 Board Goals. Presenter: Dr. Helen Benjamin (30 minutes)

4. CONSENT CALENDAR - ACADEMIC AFFAIRS

Action (Consent): 4.1 Consider Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.00. Presenter: President Rudy Besikof Resolution: Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, 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

Action (Consent): 4.2 Consider Ratification of the Amended Memorandum of Understanding between Laney College and Oakland Unified School District for the Operation of the Gateway to College Program during the 20-21 academic year. Presenter: President Rudy Besikof

Resolution: Approve Ratification of the Amended Memorandum of Understanding between Laney College and Oakland Unified School District for the Operation of the Gateway to College Program during the 20-21 academic year.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, 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

Action (Consent): 4.3 Consider Ratification of a T-Mobile Contract in an Amount not to Exceed \$107,100. Presenter: President Angelica Garcia (10 minutes) Resolution: Approve Ratification of a T-Mobile Contract in an Amount not to Exceed \$107,100.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, second by Bill Withrow. Final Resolution: Motion Carries

https://go.boarddocs.com/ca/peralta/Board.nsf/Private?open&login

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

5. CONSENT CALENDAR - FACILITIES

Action (Consent): 5.1 Consider Approval of an Agreement for Construction Services with Castillo Plumbing, Inc. in the Amount of \$146,776.00 for the Sewer Pump Replacement Project for the College of Alameda Aviation Facility. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approve an Agreement for Construction Services with Castillo Plumbing, Inc. in the amount of \$146,776.00 for the sewer pump replacement project for the College of Alameda Aviation Facility.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

Action (Consent): 5.2 Consider Approval of Change Order No. 1 to the Agreement for Construction Services with A&E Emaar Company for the Berkeley City College ADA Barrier Removal Project Phase 1 to Extend the Contract Completion Date to July 31, 2021 and Consider Acceptance of the Notice of Completion. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approve Change Order No. 1 to the Agreement for Construction Services with A&E Emaar Company for the Berkeley City College ADA Barrier Removal Project Phase 1 to extend the contract completion date to July 31, 2021 and consider acceptance of the Notice of Completion.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

Action (Consent): 5.3 Consider Approval of Change Order No. 2 to the Agreement for Construction Services with Mars Construction, Inc. for the Berkeley City College ADA Barrier Removal Project Phase 2 to Extend the Contract Completion Date to July 31, 2021 and Consider Acceptance of the Notice of Completion. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approve Change Order No. 2 to the Agreement for Construction Services with Mars Construction, Inc. for the Berkeley City College ADA Barrier Removal Project Phase 2 to extend the contract completion date to July 31, 2021 and consider acceptance of the Notice of Completion.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, second by Bill Withrow. Final Resolution: Motion Carries Yea: Julina Bonilla, Nicky Gonzalez Yuen, Linda Handy, Cindi Napoli-Abella Reiss, Bill W

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

Action (Consent): 5.4 Consider Approval of the Agreement for Construction Services with ACCO Engineered Systems for HVAC Work at Room B260 on the Laney College Campus in the Amount of \$16,196.00. Presenter: Interim Vice Chancellor Atheria Smith.

5/26/2021

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Resolution: Approve the Agreement for Construction Services with ACCO Engineered Systems for HVAC work at Room B260 on the Laney College campus in the amount of \$16,196.00.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, 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

Action (Consent): 5.5 Consider Approval of Construction Agreement with Tri Valley Excavating Company, Inc. for the Laney Perimeter Paving Rehabilitation Project (Bid No. 20-21/07) in the Amount of \$230,277.00 which Includes the Contract Price and a 10% contingency. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approve Construction Agreement with Tri Valley Excavating Company, Inc. for the Laney Perimeter Paving Rehabilitation Project (Bid No. 20-21/07) in the amount of \$230,277.00 which includes the contract price and a 10% contingency.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

Action (Consent): 5.6 Consider Approval of Encroachment Agreement within portion of a 30' wide Pacific Gas & Electric (PG&E) easement due to design and construction of Library Resource Center (LRC) at 26 7th Street Oakland at Laney College. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approve Encroachment Agreement within portion of a 30' wide Pacific Gas & Electric (PG&E) easement due to design and construction of Library Resource Center (LRC) at 26 7th Street Oakland at Laney College.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

Action (Consent): 5.7 Consider Approval of an Agreement for Construction Services with ACCO Engineered Systems for Hot Water Pump Motor and Variable Frequency Drivers Replacement Services for Merritt College's Building E in the Amount of \$21,778.00. Presenter: Interim Vice Chancellor Atheria Smith.

Resolution: Approval of an Agreement for Construction Services with ACCO Engineered Systems for hot water pump motor and variable frequency drivers replacement services for Merritt College's Building E in the amount of \$21,778.00.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

Action (Consent): 5.8 Consider Approval of Amendment No. 1 to Independent Consultant Agreement for Professional Services with Fugro USA Land, Inc.in the Amount of \$6,000 to Provide a Seismic Hazard Assessment for the Laney College Campus Central Utility Plant Upgrade Project. Presenter: Interim Vice Chancellor Atheria Smith. Resolution: Approve Amendment No. 1 to Independent Consultant Agreement for Professional Services with Fugro USA Land, Inc. in the amount of \$6,000 to provide a seismic hazard assessment for the Laney College Campus Central Utility Plant Upgrade a seismic hazard assessment for the Laney College Campus Central Utility Plant Utility Plant Upgrade Project.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

6. CONSENT CALENDAR - FINANCE

Action (Consent): 6.1 Consider Approval of the District Bank Signers Resolution No. 20/21-22. Presenter: Interim Vice Chancellor Adil Ahmed

Resolution: Approve Bank Signer's Resolution No. 20/21-22 naming signers/key executives authorized to act on behalf of Peralta Community College District effective May 25, 2021.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1 Motion by Dyana Delfin Polk, 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

Action: 6.2 Consider Approval of the Community College Financial Statement (CCFS) 320 Apportionment Attendance Report (P2) FTES Update. Presenter: Interim Vice Chancellor Adil Ahmed & Vice Chancellor Siri Brown Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion by Nicky Gonzalez Yuen, 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

7. CONSENT CALENDAR - HUMAN RESOURCES

Action (Consent): 7.1 Consider Approval of Classified Personnel Items. Presenter: Acting Vice Chancellor Ronald McKinley

Resolution: Approve classified personnel items.

Approval of an Addendum to the Independent Contractor Agreement with Innova Management Services in the Amount of \$30,000.

Motion to approve all Consent Calendar Items including: 4.1-4.3, 5.1-5.8, 6.1 & 7.1

Motion by Dyana Delfin Polk, 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

8. ACTION ITEMS

Action: 8.1 Consider Ratification of the Plan for Staff Hires for 2021-22. Presenter: Interim Chancellor Jannett Jackson (5 minutes)

Ratification of the Plan for Staff Hires for 2021-22

Motion by Kevin Jenkins, 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

Action: 8.2 Consider Approval of Resolution No. 20/21-29 Diversity, Equity and Inclusion Resolution. Presenter: Chief of Staff Royl Roberts (5 minutes)

Approval of Diversity, Equity and Inclusion Resolution w/amendment to third paragraph.

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

Action: 8.3 Consider Approval of Resolution No. 20/21-28 Lesbian, Gay, Bisexual, Transgender, and Queer (LGTBQ+) Pride Month. Presenter: Board President Cynthia Napoli-Abella Reiss (5 minutes) Approve Resolution No. 20/21-28 Lesbian, Gay, Bisexual, Transgender, and Queer (LGTBQ+) Pride Month.

Motion by Julina Bonilla, 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

Action: 8.4 Consider Resolution No.20/21-30 Approving an Agreement with ConexEd through FCCC'S CollegeBuys to Provide Online Counseling, Academic Advisement and Communication remotely to Students in the not to exceed amount of \$246,058. Presenter: Vice Chancellor Siri Brown (10 minutes)

Approve Resolution to Approve an Agreement with ConexEd through FCCC's CollegeBuys to Provide Online Counseling, Academic Advisement and Communication remotely to Students in the not to exceed amount of \$246,058.

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

Action: 8.5 Consider Approval of a Construction Agreement with EIDIM Group Inc., dba EIDIM AV Technology in the Amount of \$737,882.74 for the Installation of the Audiovisual Systems at the College of Alameda New Center for Liberal Arts Building. Presenter: Interim Vice Chancellor Atheria Smith. (10 minutes)

Approval of a Construction Agreement with EIDIM Group Inc., dba EIDIM AV Technology in the Amount of \$737,882.74 for the Installation of the Audiovisual Systems at the College of Alameda New Center for Liberal Arts Building.

Motion by Kevin Jenkins, 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

Action: 8.6 Consider Acceptance of the Notice of Completion for the College of Alameda New Center for Liberal Arts Project and Authorize the Release of Balance of Retention, in the Amount of \$868,536.93. Presenter: Interim Vice

Chancellor Atheria Smith. (10 minutes)

Acceptance of the Notice of Completion for the College of Alameda New Center for Liberal Arts Project and Authorize the Release of Balance of Retention, in the Amount of \$868,536.93

Motion by Kevin Jenkins, 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

Action: 8.7 Consider Approval of Agreement for Architectural Services with HMC Architects, for Required Architectural Design Services at the College of Alameda Aviation Complex in the Amount of \$1,510,000. Presenter: Interim Vice Chancellor Atheria Smith. (15 minutes)

Approve Agreement for Architectural Services with HMC Architects for required architectural design services at the College of Alameda Aviation Complex in the amount of \$1,510,000.

Motion by Kevin Jenkins, 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

9. REPORTS

Information: 9.1 Board of Trustees' Reports (20 minutes)

10. ANNOUNCEMENTS

11. ADJOURNMENT

Procedural: 11.1 Meeting Adjournment Meeting adjourned at 9:54 p.m.

Board Office Use: Legis	lative File Info.
File ID Number	21-1760
Introduction Date	6/30/2021
Enactment Number	21-1255
Enactment Date	6/30/2021 er



AMENDMENT NO. 1

to

Title of Original Contract/Agreement (Agreement between Oakland Unified School District and Peralta Community College District to Operate Gateway at Laney Alternative High School)

This Amendment amends the attached legal agreement ("Original Agreement") and any prior amendments ("Prior Amendments," together with Original Agreement, "(Amended) Agreement"), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District ("OUSD") and the below named entity or individual ("VENDOR," together with OUSD, "PARTIES"):
 - Full Name of Vendor (Peralta Community College District)
- The Parties entered into the Original Agreement on the below date: Enactment Date September 9, 2020
- The Enactment Number of the Original Agreement is below: [Enactment No. (20-1359)]

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. Services:
The scope of work of the (Amended) Agreement is <u>unchanged</u>.

⊠ The scope of work of the (Amended) Agreement has <u>changed</u>. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work <u>attached</u>

Oakland Unified School District - 2020-21 Vendor Amendment Page 2

□ VENDOR agrees to provide the following amended services:

Description of revision(s) to scope of w (Click or tap here to enter text.)

2. **Term** (duration): The term of the (Amended) Agreement is unchanged □ The term of the (Amended) Agreement has changed. If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date: Original End Date: (Original End Date Click or tap to enter a date.)) New End Date Click or tap to enter a date.

3. **Compensation**:
The not-to-exceed amount in the (Amended) Agreement is <u>unchanged</u>

New End Date:

 \boxtimes The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:

 \boxtimes Increase not-to-exceed amount by:

\$ Change in NTE Amount (\$111,592.62).

□ Decrease not-to-exceed amount by:

\$ Change in NTE Amount (Click or tap here to enter text.).

The not-to-exceed amount under new the (Amended) Agreement, as herein amended, is

\$ New Not-to-Exceed Amount (\$390,546,14).

- 4. COVID-19: To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
 - a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
 - b. VENDOR agrees to notify OUSD within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to VENDOR possible COVID-19 exposure.

- c. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing.
- d. VENDOR shall bear all costs of compliance with this Paragraph.
- 5. **Remaining Provisions**: All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
- 6. **Amendment Publicly Posted**. This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

7. Signature Authority.

- a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
- 8. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

Oakland Unified School District - 2020-21 Vendor Amendment Page 4

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Amendment and to be bound by its terms and conditions:

VENDOR

Name: Janr	nett Jackson	Signature: Signature:
Position:	Interim Chancellor	Date: 06/04/2021

4/30/21

By its signature, VENDOR acknowledges and agrees not to expect or demand compensation pursuant to this Amendment prior to the PARTIES, particularly OUSD, validly and properly executing this Amendment until this Amendment is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Amendment. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

0030			
Name:Shanthi Gonzales	Signature:	marboy	<u> </u>
Position:		Date:	7/1/2021
 Board President Superintendent Chief/Deputy Chief 			
Name: Kyla Johnson-Trammell	Signature:	<u> </u>	
Position: Secretary, Board of Education		Date:	

Approved as to form by OUSD Staff Attorney Joanna Powell on 4/28/2021.

Joanna J. Powell

REVISED SCOPE OF WORK

The MOU approved by the OUSD Board of Education on September 9, 2020, included a projected budget, entitled Projected Budget & Funding for Gateway – 0711, which estimated \$426,960.64 in costs. Notwithstanding this Projected Budget, the motion that the Board approved set a not-to-exceed amount of \$278,953.52.

The District has now received the actual invoices from VENDOR. The MOU is amended to delete the previously attached Projected Budget & Funding for Gateway – 0711, and instead attach the Fall 2020 and Spring 2021 invoices.

The Fall 2020 invoice, dated October 19, 2020, No. 5-0711-24, shows that VENDOR served 26.25 ADA during Fall 2020, for a total of \$208,074.61. The Spring 2021 invoice, dated March 22, 2021, No. 5-0711-25, shows that vendor served 23.02 ADA during Spring 2021, for a total of \$182,471.53. Accordingly, the total amount owed to the VENDOR is \$390,546.14, which is \$111,592.62 more than the original not-to-exceed amount of \$278,953.52.

Board Office Use: Le	gislative File Info.
File ID Number	20-1648
Introduction Date	9/9/20
Enactment Number	20-1359
Enactment Date	9/9/2020 os



Memo	
То	Board of Education
From	Kyla Johnson-Trammell, Superintendent Gary Middleton, Executive Director, Alternative Education Department
Board Meeting Date	<u>September 9, 2020</u>
Subject	Agreement - Peralta Community College District to Operate Gateway at Laney Alternative High School for the 2020-2021 School Year
Action Requested and Recommendation	Approval by the Board of Education of the Agreement between the District and Peralta Community College District to operate Gateway to College Alternative High School at Laney College, for the period from July 1, 2020 to June 30, 2021, in an amount not to exceed \$278,953.52.
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 110-125 students annually. The agreement is for the period from July 1, 2020 to June 30, 2021.
Fiscal Impact	Approximately \$278,953.52 to be paid by the District for the 2020-21 fiscal year based on the average daily attendance of students attending the alternative high school.
Attachment(s)	Agreement between Oakland Unified School District and Peralta Community College District to operate Gateway to College at Laney Alternative High School.

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 provide referrals to Gateway (via the Executive Director of Alternative Education, 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/ELIGBLITY

Attendance at Gateway is through application and selection only. Oakland's Executive Director of Alternative Education, 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 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 to College students may be simultaneously enrolled in Adult School or other OUSD programs (e.g, online learning programs) 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 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 \$9188.19 per average daily attendance ("ADA"), minus direct cost of 16.28%.

The projected funding for 2020-21 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, Escape), 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 Executive of Director of 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 the 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 1, State Compensatory Education funds) provided that Gateway is complaint 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 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. Students will have access to courses as 100% online and hybrid (part online with limited face-to-face class time) consistent with the remote service modality/distance learning plan developed by Peralta. 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, and 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, 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 to College 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 experience and/or experience in accelerated learning for basic skills will be hired.

If face-to-face class time is offered, 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 be eligible to transition to the comprehensive campus (if face-to-face class time if offered), 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 Enroliment 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

Peralta shall take and track attendance and high school class requirements, including grade information in the manner designated by QUSD 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 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"), 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 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 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, 2020 through June 30, 2021. 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:

Laney College Office of the President Attention: Laney College President 900 Fallon Street, Oakland, CA 94607 Peralta Community College District

Attention: Chancellor

333 East 8th Street, Oakland, CA 94606

Oakland Unified School District

Attention: Executive Director of Alternative Education

1000 Broadway, Suite 300, Oakland, CA 94607

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

Oakland Unified School District

Joy that

9/10/2020 Date: _____

Jody London President, Board of Education

Jef & the have

9/10/2020

Date: _____

Dr. Kyla Johnson-Trammell, Superintendent Secretary, Board of Education

APPROVED AS TO FORM

Andrea Epps Deputy General Counsel

Date: 08/04/20

Peralta Community College District

Carla Walter Carla Walter (Aug 3, 2020 13:14 PD1

Date: 08/03/2020

:

Peralta Chancellor (Authorized Agent)

Rudolph J. Besikof

Laney President (For internal reference only) Date: 8/2/2020

APPROVED AS TO FORM

Carla Walter Carla Walter (Aug 3, 2020 13:44 PDT)

Date: 08/03/2020

District Counsel

2020-21

Projected Budget & Funding for Gateway - 0711 As of July 24, 2020

/	2020-21
Enrollment	59.03
LCFF Base	\$ 9,188.19
Additional percentage	
Additional percentage amount	\$ -
Total Base Aid	\$ 9,188.19
District's Direct Rate	16.28%
District's Direct Charge	\$ 1,495.84
District's 20-21 Indirect Rate*	5%
District's 20-21 Indirect Charge	\$ 459.41
District's Direct & Indirect Costs	\$ 1,955.25
LCFF State Aid Revenue	\$ 7,232.94
Projected Operating Budget	\$ 426,960.64

PER LOA		Pro	jected Budget
Billing for Fall 2017	30.66	\$	221,762.04
Billing for Spring 2018 28.37		\$	205,198.60
		\$	426,960.64



Peralta Community College District

333 East Eighth Street • Oakland, California 94606 • (510) 466-7200

: Attn: David Lewi Financial Service		I	NVOICE NO.
Oakland Unified			5-0711-24 DATE
1025 Second Ave			10/19/20
Oakland, CA 946			10/15/20
MAKE CHECK PAY	ABLE TO: PERALTA COMMUNITY CO	LLEGE	DISTRICT
Re: Gateway to C	college for Fall 2020 ADA		
DATE	DESCRIPTION		AMOUNT
10/19/2020	26.25 FTES for FAll 2020	\$	208,074.61
	\$9,188.19 ADA x 26.25		
	241,189.99)	
	\$241,189.99 *86.27% =		
	Peralta ADA Reimbursement		
	Please see enclosures for list of students served.		
	Total Amount Due	\$	208,074.61
· · · · · ·			
Plan	Invoice amount is due upon receipt	;	
rieas	e indicate invoice number with your re Thank you.	mittan	ice
	Thank you.		



Peralta Community College District

333 East Eighth Street • Oakland, California 94606 • (510) 466-7200

	INVOICE		
Го: Attn:David Lewi	is	I	NVOICE NO.
Financial Servic	es		5-0711-25
Oakland Unified	l School District		DATE
1025 Second Ave			3/22/21
Oakland, CA 946	506		
MAKE CHECK PAY	YABLE TO: PERALTA COMMUNITY C	OLLEGE	DISTRICT
Re: Gateway to (College for Spring 2021 ADA		
DATE	DESCRIPTION		AMOUNT
3/22/2021	23.02 FTES for Spring 2021	\$	182,471.53
	\$9,188.19 ADA x 23.02		
	211,512.	14	
	\$ 211,512.14 *86.27% =		
	Peralta ADA Reimbursement		
	Please see enclosures for list of		
	students served.		
	Total Amount Due	\$	100 451 50
	i otal Amount Due	ې	182,471.53
		2104	
	Invoice amount is due upon recei		
Plea	se indicate invoice number with your Thank you.	remittan	ce
Plea	se indicate invoice number with your		ce
Berkeley City College	e College of Alameda Laney Coll		

Signature: Rudolph J. Buikof

Email: rbesikof@peralta.edu

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Gateway to College MOU Ammendment1_CTS# 127527_BOT APPROVED 5.25.21

Final Audit Report

2021-06-04

Created:	2021-06-01	
By:	Arlene Lontoc (alontoc_esig@peralta.edu)	
Status:	Signed	
Transaction ID:	CBJCHBCAABAAXNAJfbWbHiPsTbgFkoLHKyiTfub-Mte1	

"Gateway to College MOU Ammendment1_CTS#127527_BOT A PPROVED 5.25.21" History

- Document created by Arlene Lontoc (alontoc_esig@peralta.edu) 2021-06-01 - 5:25:06 PM GMT- IP address: 73.170.26.145
- Document emailed to Rudolph Besikof (rbesikof@peralta.edu) for signature 2021-06-01 - 5:27:29 PM GMT
- Email viewed by Rudolph Besikof (rbesikof@peralta.edu) 2021-06-01 - 7:34:38 PM GMT- IP address: 104.47.38.254
- Document e-signed by Rudolph Besikof (rbesikof@peralta.edu) Signature Date: 2021-06-01 - 7:35:00 PM GMT - Time Source: server- IP address: 158.51.81.43
- Document emailed to Jannett Jackson (jjackson@peralta.edu) for signature 2021-06-01 7:35:07 PM GMT
- Email viewed by Jannett Jackson (jjackson@peralta.edu) 2021-06-04 - 5:14:06 PM GMT- IP address: 104.47.38.254
- Document e-signed by Jannett Jackson (jjackson@peralta.edu) Signature Date: 2021-06-04 - 5:14:41 PM GMT - Time Source: server- IP address: 65.36.37.206
- Agreement completed.
 2021-06-04 5:14:41 PM GMT

