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Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Interim Superintendent
Sondra Aguilera, Chief Academic Officer
Vanessa Sifuentes, High School Network Superintendent

Meeting Date September 10, 2025

Subject Agreement - Peralta Community College District to operate Gateway to College Alternative High School at Laney College for the 2025-2028 School Years

Ask of the Board Approval by the Board of Education of Amendment No. 1, Agreement by and between the District and Peralta Community College District, Oakland, CA, for the latter to operate the Gateway to College Alternative High School at Laney College, pursuant to terms and conditions of Agreement, in an additional amount of \$301,571.51, increasing the amount of the Agreement from \$836,945.38 to \$1,038,407.72, and extending the term from July 1, 2023 through June 30, 2025 to June 30, 2028. All other terms and conditions of the Agreement remain in full force and effect.

Background 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.

Discussion 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 any 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 between 75-100 students annually. The agreement is for the period from July 1, 2025 to June 30, 2028.

Fiscal Impact Budget provided and to be paid by the District for the 2025-26 fiscal year based on the average daily attendance of students attending the alternative high school.

Attachment(s)

- 2025-2028 Gateway to College and OUSD Memorandum of Understanding
- Exhibit A 2025-26 Projected Budget & Funding for Gateway
- Minutes – Regular Meeting of the Board of Trustees, June 10, 2025
- Original Agreement #23-2595, Enactment #23-2073, approved 11/16/23



AMENDMENT NO. 1 to

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- ☐ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
 - ☐ A description of the changes in the SERVICES is attached.
 - ☐ The changes in the SERVICES involve the following:

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- ☐ The term of the AGREEMENT has changed as indicated below:

Original End Date: _____

New End Date: _____

C. Compensation.

- ☐ The not-to-exceed amount in the AGREEMENT is unchanged
- ☐ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ _____.

The original not-to-exceed amount
shall be increased by:

\$ _____

The original not-to-exceed amount
OR shall be decreased by:

\$ _____

The new not-to-exceed amount is \$ _____.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that 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.
3. 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, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. 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.
4. 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, Chiefs, Deputy Chiefs, or the General Counsel as 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.

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

VENDOR

Name: _____

Signature: _____

Position: _____

Date: _____

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

- ☐ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.

REGULAR MEETING OF THE BOARD OF TRUSTEES (Tuesday, June 10, 2025)*Generated by Sasha Amiri on Tuesday, 10, 2025***Members present:**

Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne (Student Trustee)

Members absent: Sophia Parmigiani (Student Trustee)

Meeting called to order at 4 PM**1. OPEN SESSION 4 PM**

Procedural: 1.1 Call to Order.

Procedural: 1.2 Public Comment on Closed Session Items.

Procedural: 1.3 Adjourn to Closed Session.

2. CLOSED SESSION 4:05 PM

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

Information: 2.2 Public Employee Discipline/Dismissal/Release (Government Code Section 54957, subd. (b)).

Information: 2.3 Public Employee Performance Evaluation Title Chancellor (Government Code Section 54957).

Information: 2.4 Conference with Legal Counsel, Multiple Cases (Government Code Section 54956.9).

3. OPEN SESSION 6 PM

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.

Approval of the June 10, 2025, Board Agenda and to move item 7.14 from Consent to Action.

Motion by Nicky Gonzalez Yuen, second by Paulina Gonzalez-Brito.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito

Not Present at Vote: Pierce Byrne

Action, Minutes: 3.7 Approval of the Minutes.

Motion to approve the May 13, 2025 Board Minutes.

Motion by Dyana Delfin Polk, second by Sheweeet Yohannes.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito

Not Present at Vote: Pierce Byrne

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 on Matters That are Not on the Agenda.

Information: 3.12 Chancellor's Reports.

4. BOARD POLICIES & ADMINISTRATIVE PROCEDURES

Information: 4.1 First Reading of Board Policies.

Information: 4.2 Review of Administrative Procedures.

5. CONSENT CALENDAR - CHANCELLOR'S OFFICE

Action (Consent): 5.1 Approval of All Consent Items.

Resolution: Approval of All Consent Items

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 5.2 Consider Approval of the Board Meeting Calendar for 2025/26 Academic Year.

Resolution: Approve the Governing Board Meeting Calendar for 2025/26 Academic Year.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 5.3 Consider Approval of Out of State Travel.

Resolution: Approve Out of State Travel.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 5.4 Consider Approval of Two-Year Terms for new Members of the Parcel Tax Measures Oversight Committee.

Resolution: Approve Two-year Terms for New Members of the Parcel Tax Measures Oversight Committee

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 5.5 Consider Approval of Two-Year Terms for New Members of the Citizens' Bond Oversight Committee.

Resolution: Approve Two-Year Terms for Two New Members of the Citizens' Bond Oversight Committee

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

6. CONSENT CALENDAR - ACADEMIC AFFAIRS

Action (Consent): 6.1 BCC, LANEY, & MERRITT: Consider Ratification of California Community Colleges Chancellor's Office Grant Agreements Umoja Campus Programs at Berkeley City College, Laney College, and Merritt College in an Amount of \$218,588.00, \$248,232.00, and \$217,107.00, respectively.

Resolution: Ratify the Umoja Program Grant Agreements.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.2 BCC & LANEY: Consider Approval of the Grant Agreement Between the Foundation for California Community Colleges, Berkeley City College, and Laney College in an Amount Not to Exceed \$200,000.00 to Support Wellness Coach Designated Education Program.

Resolution: Approve the Grant Agreement Between the Foundation for California Community Colleges, Berkeley City College, and Laney College.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 6.3 COA: Consider Adoption of Resolution 24/25-186 Approving an Amendment to the College to Career (C2C) Case Service Cooperative Agreement between the California Department of Rehabilitation and College of Alameda to Increase FY 2023-2026 Funding by an amount of \$100,000.00.

Action (Consent): 6.4 COA & MERRITT: Consider Ratification of the Foundation for California Community Colleges Subgrant Agreements with College of Alameda and Laney College to Facilitate the Adoption and Sustainability of the Program Pathways Mapper in the Amount of \$60,000.00 per campus.

Resolution: Ratify the Subgrant Agreements with the Foundation for California Community Colleges.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.5 LANEY: Consider Ratification of Amendment No. 1 to the Subagreement with The Regents of the University of California, Berkeley and Laney College in An Amount Not to Exceed \$27,000.00 for the Building Inclusive and Collaborative Foundations in Data Science Project.

Resolution: Ratify Amendment No. 1 to the Subagreement with the Regents of the University of California, Berkeley.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.6 LANEY: Consider Approval of an Agreement with BiRite Foodservice Distributors in an Amount Not to Exceed \$600,000.00 for Food, Supplies and Services for Laney College Student Cafeteria and Culinary Arts Program.
Resolution: Approve the Agreement with BiRite Foodservice Distributors.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.7 LANEY: Consider Approval of the Memorandum of Understanding between the Peralta Community College District on Behalf of Laney College and the Oakland Unified School District for the Operation of the Gateway to College Program during Fiscal Years 2025-28 in the not to exceed amount of \$1,038,407.72.
Resolution: Approve the Memorandum of Understanding between the Peralta Community College District, on Behalf of Laney College, and the Oakland Unified School District for the Operation of a Gateway to College Program.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.8 MERRITT: Consider Ratification of a Memorandum of Understanding between Merritt College and YMCA of the East Bay in an Amount Not to Exceed \$242,092.55.
Resolution: Ratify Memorandum of Understanding between Merritt College and YMCA of the East Bay.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.9 MERRITT: Consider Ratification of a Memorandum of Understanding Sub-grant to the City of Oakland as a part Early Educator Apprenticeship Assistant Teacher Grant in the Amount of \$226,212.00.
Resolution: Ratify the Memorandum of Understanding with City of Oakland.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 6.10 Consider Approval of Course and Program Additions, Deactivations, and Changes.
Resolution: Approve Course and Program Additions, Deactivations, and Changes that were endorsed at May 19, 2025 CIPD meeting.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

7. CONSENT CALENDAR - FACILITIES

Action (Consent): 7.1 LANEY: Consider Acceptance of the Laney College Fabrication Workshop Relocation Project and Release Retention in the Amount of \$75,866.48 to W.E. Lyons Construction Company, Inc.

Resolution: Accept the Laney College Fabrication Workshop Relocation Project and release retention to W.E. Lyons Construction Company, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.2 LANEY: Consider Acceptance of Temporary Chiller Project and Release Retention in the Amount of \$46,205.00 to Gilbane Building Company.

Resolution: Accept the Temporary Chiller Project and Release Retention to Gilbane Building Company.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.3 LANEY: Consider Approval of Change Order No. 1 to the Agreement for the Purchase of Furniture, Fixtures, Equipment and Services from Krueger International, Inc. in an Amount Not to Exceed \$30,836.87 for the Provision of Additional Services for the Laney College Classrooms Update Project.

Resolution: Approve Change Order No. 1 to the Agreement for the Purchase of Furniture, Fixtures, Equipment and Services from Krueger International, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.4 LANEY: Consider Approval of Amendment No. 4 to an Independent Consultant Agreement for Commissioning Services with 3QC, Inc. in an Amount Not to Exceed \$8,930.00 for the Provision of Additional Commissioning Coordination Services for the Laney College Central Utility Plant Project and to Extend the Term of the Agreement by 184 Calendar Days.

Resolution: Approve Amendment No. 4 to an Independent Consultant Agreement for Commissioning Services with 3QC, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.5 LANEY: Consider Approval of Amendment No. 4 to the Independent Contractor Agreement for Professional Services with Anthonio, Inc. to Extend the Term of the Agreement by 184 Days for the Laney College Central Utility Plant Project.

Resolution: Approve Amendment No. 4 to the Independent Contractor Agreement for Professional Services with Anthonio, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.6 LANEY: Consider Ratification of the Change Order No. 9 to the Design-Build Agreement with Gilbane Building Company in an Amount Not to Exceed \$46,924.00 for the Provision of Additional Services for the Laney College Central Utility Plant Upgrade Project.

Resolution: Ratify Change Order No. 9 to the Design-Build Agreement with Gilbane Building Company.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.7 LANEY: Consider Approval of Amendment No. 4 to the Independent Consultant Agreement for Professional Services with Inspection Services Inc. in an Amount Not to Exceed \$34,296.50 for Additional Testing and Inspection Services for the Laney College Central Utility Plant Project.

Resolution: Approve Amendment No. 4 to the Independent Consultant Agreement for Professional Services with Inspection Services Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.8 LANEY: Consider Approval of the Amendment No. 6 with Fugro USA Land, Inc. in an Amount Not to Exceed \$40,000.00 for the Provision of Additional Geotechnical Inspection Services for the Laney College Central Utility Plant Project and to Extend the Term by 184 Days.

Resolution: Approve Amendment No. 6 to the Independent Consultant Agreement for Professional Services with Fugro USA Land, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.9 MERRITT: Consider Approval of Amendment No. 4 to the Agreement for Professional Services with King Construction Inspection, Inc. in the Amount of \$359,717.60 for the Provision of Additional Inspection Services for the New Child Development Center and New Landscape Horticulture Projects at Merritt College and to Extend the Term by 365 Days.

Resolution: Approve Amendment No. 4 to the Agreement for Professional Services with King Construction Inspection, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.10 MERRITT: Consider Approval of Amendment No. 4 to the Independent Consultant Agreement for Professional Services with Ninyo & Moore Geotechnical & Environmental Sciences Consultants in the Amount of \$38,084.00 for Additional Testing and Special Inspection Services for the New Child Development Center Project at Merritt College and to Extend the Term by 365 Days.

Resolution: Approve Amendment No. 4 to the Independent Consultant Agreement for Professional Services with Ninyo & Moore Geotechnical & Environmental Sciences Consultants.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.11 MERRITT: Consider Approval of Amendment No. 9 to the Agreement for Architectural Services with AE3 Partners, Inc. in the Amount of \$769,649.00 for the Provision of Extended Construction Administration Services for the Child Development Center Project and to Extend the Term of the Agreement by 365 days.

Resolution: Approve Amendment No. 9 to the Agreement for Architectural Services for the Child Development Center Project with AE3 Partners, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.12 MERRITT: Consider Ratification of Change Order No. 11 to the Agreement for Construction Services with Thompson Builders Corporation in an Amount Not to Exceed \$62,326.26 for the Provision of Additional Scopes of Work for the Merritt College New Landscape Horticulture Complex Project.

Resolution: Ratify Change Order No. 11 to the Construction Agreement with Thompson Builders Corporation.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.13 MERRITT: Consider Ratification of Amendment No. 9 to the Agreement for Architectural Services with Noll & Tam Architects in an Amount Not to Exceed \$65,520.00 for the Provision of Additional Construction Administration Services for the New Landscape Horticulture Complex Project and to Extend the Term by 90 Calendar Days.

Resolution: Ratify Amendment No. 9 to the Agreement for Architectural Services with Noll & Tam Architects.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 7.14 DISTRICT: Consider Approval for the Facility Rental Schedule for Fiscal Year 2025-2026.

Motion to table item until next meeting.

Motion by Sheweeet Yohannes, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Paulina Gonzalez-Brito, Pierce Byrne

Nay: Cindi Napoli-Abella Reiss, Louis Quindlen

Action (Consent): 7.15 DISTRICT: Consider Approval of Independent Consultant Agreement for Special Services with ALMA Strategies, LLC in the Amount of \$1,600,000.00 for the Provision of Capital Outlay Planning Services.
Resolution: Approve Independent Consultant Agreement for Special Services with ALMA Strategies, LLC.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.16 DISTRICT: Consider Ratification of the Master Agreement for Construction Management Services with Swinerton Builders dba Swinerton Management & Consulting and Project Authorization Nos. 1-4 in an Amount Not to Exceed \$670,268.00 for the Provision of Construction Management Services for the (i) Laney College Central Utility Plant / Cooling Tower Project, (ii) Laney College Library, Learning and Resource Center Project, (iii) Laney College Student Center Interim Improvement Project, and (iv) Laney College Theater Modernization Project.
Resolution: Ratify Master Agreement for Construction Management Services with Swinerton Builders dba Swinerton Management & Consulting and Project Authorization Nos. 1-4.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.17 DISTRICT: Consider Ratification of the Master Agreement for Construction Management Services with Roebbelen Construction Management Services, Inc. and Project Authorization No. 1 in an Amount Not to Exceed \$362,594.00 for the Provision of Construction Management Services for the College of Alameda, New Transportation Technology Center.
Resolution: Ratify Master Agreement for Construction Management Services with Roebbelen Construction Management Services, Inc. and Project Authorization No. 1.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.18 DISTRICT: Consider Ratification of the Master Agreement for Construction Management Services with Kitchell/CEM, Inc. and Project Authorization Nos. 1-5 in an Amount Not to Exceed \$2,443,667 for the Provision of Construction Management Services for the (i) Merritt Child Development Center Project, (ii) Merritt Substation C Project, (iii) Merritt Landscape Horticulture Project, (iv) Berkeley City College 2118 Milvia Street Projects, and (v) Merritt Substation B&D Project.
Resolution: Ratify Master Agreement for Construction Management Services with Kitchell/CEM, Inc. and Project Authorizations Nos. 1-5.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.19 DISTRICT: Consider Approval of the Master Agreement for Construction Management Services with Cumming Management Group, Inc. for the Provision of Construction Management Services for Bond Measure G Funded Projects.
Resolution: Approve Master Agreement for Construction Management Services with Cumming Management Group, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 7.20 DISTRICT: Consider Approval of the Master Agreement for Construction Management Services with Jenkins/Gales & Martinez, Inc. for the Provision of Construction Management Services for Bond Measure G Funded Projects.
Resolution: Approve Master Agreement for Construction Management Services with Jenkins/Gales & Martinez, Inc.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

8. CONSENT CALENDAR - FINANCE

Action (Consent), Reports: 8.1 Review of Community College Financial Statement Fiscal Year 2024-25 311 Q3 Report.
Resolution: Approve the District's Fiscal Year 2024-2025 Third Quarter CCFS-311Q Report.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 8.2 DISTRICT: Consider Approval of the Budget Transfer Report for the Period Covering from April 1, 2025, through April 30, 2025.

Resolution: Approve the Budget Transfer Report covering the period from April 1, 2025, through April 30, 2025.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

9. CONSENT CALENDAR - HUMAN RESOURCES

Action (Consent): 9.1 Consider Approval of a Request from Vladeta Djukich to Participate in the Reduced Workload Program.
Resolution: Approve Vladeta Djukich to participate in the Reduced Workload Program.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.2 Consider Approval of a Request from Laurie Brion to Participate in the Reduced Workload Program.
Resolution: Approve Laurie Brion to participate in the Reduced Workload Program.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.3 Consider Approval of a Request from John Drew Burgess to Participate in the Reduced Workload Program.

Resolution: Approve John Drew Burgess to participate in the Reduced Workload Program.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.4 Consider Approval of a Request from Steven Zetlan to Participate in the Reduced Workload Program.

Resolution: Approve Steven Zetlan to participate in the Reduced Workload Program.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.5 Consider Approval of Management Personnel Items.

Resolution: Approve Management Personnel Items.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.6 Consider Approval of Classified Personnel Items.

Resolution: Approve Classified Personnel Items.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.7 Consider Approval of Academic (Faculty) Personnel Items.

Resolution: Approve Academic (Faculty) Personnel Items.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action (Consent): 9.8 Consider Ratification of Amendment No. 3 to the Independent Contractor/Consultant Services Contract Between the District and Dr. Ronald McKinley to Increase the Contract by \$15,000.

Resolution: Ratify Amendment No. 3 to the Independent Contractor/Consultant Services Contract Between the District and Dr. Ronald McKinley.

Approval of All Consent Items except for item 7.14.

Motion by Bill Withrow, second by Dyana Delfin Polk.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

10. ACTION ITEMS

Action: 10.1 COA: Consider Adoption of Resolution No. 24/25-181 Declaring the Futility of Bidding and Ratifying Change Order No. 13 to the Agreement for Construction Services with Alten Construction, Inc. in an Amount Not to Exceed \$1,509,369.47 for the Provision of Additional Construction Services and to Extend the Term by 366 Days for the College of Alameda Auto/Diesel Complex Project.

Approval of agenda items 10.1, 10.2 & 10.3.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Cindi Napoli-Abella Reiss

Action: 10.2 LANEY: Consider Adoption of Resolution No. 24/25-180 Declaring the Futility of Public Bidding and Ratifying Change Order No. 1 with Bhogal Brothers Construction Inc. in an Amount Not to Exceed \$68,267.00 for the Provision of Construction Services for the Laney College Electrical Lighting & Blue Phone Installation Project.

Approval of agenda items 10.1, 10.2 & 10.3.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Cindi Napoli-Abella Reiss

Action: 10.3 MERRIT: Consider Adoption of Resolution No. 24/25-179 Declaring the Futility of Public Bidding and Ratifying Change Order No. 1 with Rosendin Electric, Inc. in an Amount Not to Exceed \$327,176.00 for the Provision of Construction Services for the Urgent Electrical Repairs at Merritt College Project.

Approval of agenda items 10.1, 10.2 & 10.3.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Cindi Napoli-Abella Reiss

Action: 10.4 DISTRICT: Consider Ratification of a Side Letter between the Peralta Community College District and the International Union of Operating Engineers (IUOE) Local 39.

Approval of items 10.4 & 10.5.

Motion by Nicky Gonzalez Yuen, second by Paulina Gonzalez-Brito.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.5 DISTRICT: Settlement Agreement between Peralta Community College District and Service Employees International Union (SEIU), Local 1021 Classified Reduction in Force.

Approval of items 10.4 & 10.5.

Motion by Nicky Gonzalez Yuen, second by Paulina Gonzalez-Brito.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.6 DISTRICT: Consider Approval of the Peralta Community College District 2025/26 Tentative Budget.
Approve the Peralta Community College District 2025/26 Tentative Budget.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.7 DISTRICT: Consider Adoption of Resolution 24/25-182 Authorizing the Amendment of the 2005 Indenture of Trust relating to the District's Other Post Employment Benefit (OPEB) Bonds, Authorizing and Directing the Conversion of the Series B-4 Bonds to an Alternative Interest Rate, and Approving Forms of Documents and Actions of Officers of the District Necessary and Desirable in Connection Therewith.
Consider Adoption of Resolution 24/25-182.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.8 DISTRICT: Consider Adoption of Resolution 24/25-183 Approving the Establishment of an IRC Section 115 Trust through the Pension Rate Stabilization Program administered by Public Agency Retirement Services and Authorizing the Execution of an Adoption Agreement, an Administrative Services Agreement and other related documents.
Consider Adoption of Resolution 2024/25-183.

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.9 DISTRICT: Consider Approval of Master Service Agreements and Project Authorizations for RFP 24/25/18 for Districtwide Community-Based Safety and Security Services- Diligence Security, Aventus Security Group and Marina Security Services, Inc.

Approve Master Service Agreements and Project Authorizations for Diligence Security, Aventus Security Group and Marina Security Services, Inc.

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Louis Quindlen

Nay: Sheweeet Yohannes, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.10 DISTRICT: Consider Adoption of Resolution No. 24/25-178 for Peralta Community College District Board of Trustees to Establish Signatory Authority.
Approval of items 10.10 & 10.11.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.11 DISTRICT: Consider Approval of Delegation of Authority During Board Summer Recess 2025.
Approval of items 10.10 & 10.11.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.12 DISTRICT: Consider Approval of First Amendment to the Employment Agreement Between the Peralta Community College District and Dr. Tammeil Gilkerson, Chancellor. (Extension of Term)

Approve the First Amendment to the Employment Agreement Between the Peralta Community College District and Dr. Tammeil Gilkerson, Chancellor.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.13 DISTRICT: Consider Adoption of Resolution 24/25-177 in Support of the Bay Area Community Colleges' Mutual Support Compact to Advance Student Success, Academic Excellence, and Workforce Opportunity.

Adopt Resolution 24/25-177 in Support of the Bay Area Community Colleges' Mutual Support Compact to Advance Student Success, Academic Excellence, and Workforce Opportunity.

Motion by Bill Withrow, second by Nicky Gonzalez Yuen.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito, Pierce Byrne

Action: 10.14 DISTRICT: Consider Adoption of Resolution No. 24/25-184 Authorizing Execution of Three (3) Ordering Documents with Oracle America Inc. related to the 2025-28 PeopleSoft Upgrade & Efficiency Projects in the Amount of \$2,644,443.73.

Approval of items 10.14, 10.15 & 10.16.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Louis Quindlen

Action: 10.15 DISTRICT: Consider Review of the Purchase Order Report for the Period Covering April 1, 2025, through April 30, 2025.

Approval of items 10.14, 10.15 & 10.16.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Louis Quindlen

Action: 10.16 DISTRICT: Consider Ratification of the Payment/Warrant Report for the Period Covering April 1, 2025, through April 30, 2025.

Approval of items 10.14, 10.15 & 10.16.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Sheweeet Yohannes, Paulina Gonzalez-Brito, Pierce Byrne

Not Present at Vote: Louis Quindlen

11. REPORTS

Information: 11.1 Board of Trustees' Reports.

12. ANNOUNCEMENTS

13. ADJOURNMENT: MEETING ADJOURNED 9:15 PM

Procedural: 13.1 Meeting Adjournment.

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

This Agreement is entered into, as of July 1, 2025 to June 30, 2028 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; or
- i) **Interdistrict Transfer Students exception** Gateway to College, in partnership with the Oakland Unified School District (OUSD) and Laney College, may enroll students residing outside of OUSD through the Interdistrict Transfer (IDT) process, in alignment with applicable state and local education codes.
 - 1. Students seeking enrollment from outside OUSD must obtain and submit an approved IDT permit from their district of residence. Once approved, these students shall have equal access to all academic programs, support services, and dual enrollment opportunities offered through Gateway to College.
 - 2. Gateway to College will coordinate with OUSD to ensure full compliance with applicable regulations related to Average Daily Attendance (ADA) and Local Control Funding Formula (LCFF) reporting. Where permissible, IDT students will be included in enrollment reporting and funding calculations, and the

program will maintain appropriate documentation for audit and compliance purposes.

3. The Parties acknowledge that Interdistrict Transfer students are subject to the same enrollment criteria and performance expectations as all Gateway to College students and may be counted toward enrollment caps, grant reporting, and relevant CCAP Agreement metrics.

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**, to include students qualifying through criteria **i** Interdistrict Transfer Students, 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 **\$10,384.08** 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 2025-26 is attached hereto and incorporated herein as Exhibit A. The projected funding for 2026 – 2027 and 2027 – 2028 will be agreed to by the Parties no later than May 1, 2026 and May 1, 2027, respectively. 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 2025 with approximate enrollment of 101 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. 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.

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 to College 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. OUSD shall retain the obligation to provide assessments, provide services and ensure compliance with eligible Gateway students' Individual Education Programs ("IEP"), including implementation of the IEPs. 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 or High School Network designee 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, 2025 through June 30, 2028. 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 SAF to OUSD.

20. NOTICE

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

Peralta Community College District

Dr. Rebecca Opsata, Acting President
Laney College
900 Fallon St.
Oakland, CA 94607

Peralta Community College District

333 East 8th Street
Oakland, CA 94606
Attention: Dr. Tammeil Gilkerson, Acting Chancellor

Oakland Unified School District

1000 Broadway, Suite 300
Oakland, CA 94607
Attention: Jenine Lindsey, 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

Mike Hutchinson
President, Board of Education

Kyla Johnson-Trammell, Superintendent
Secretary of Board of Education

APPROVED AS TO FORM

Staff Attorney, Office of the General Counsel
Oakland Unified School District

Peralta Community College District

Signature: 
Tammeil Gilkerson (Jun 12, 2025 08:35 PDT)
Email: tgilkerson@peralta.edu

6/12/2025

Date: _____

Dr. Tammeil Gilkerson
Chancellor (*Authorized Agent*)
Peralta Community College District

Peralta Community College District

Signature: 
Rebecca Opsata (Jun 14, 2025 08:55 PDT)
Email: ropsata@peralta.edu

6/12/2025

Date: _____

Dr. Rebecca Opsata
Acting President (*For Internal Reference Only*)
Laney College

APPROVED AS TO FORM

2025-26**Projected Budget & Funding for Gateway - 311***Projection as of April*

	2025-26
Enrollment	100.00
LCFF Base	\$ 12,439.00
Additional percentage	0.00%
Additional percentage amount	\$ -
Total Base Aid	\$ 12,439.00
District's Direct Rate	12.30%
District's Direct Charge	\$ 1,530.00
District's 2021-22 Indirect Rate*	4.22%
District's 2021-22 Indirect Charge	\$ 524.93
District's Direct & Indirect Costs	\$ 2,054.92
LCFF State Aid Revenue	\$ 10,384.08

Projected Operating Budget GP \$ 1,038,407.72 *

Total Projected Operating Budget \$ 1,038,407.72 **

Per LOA

Billing for Fall 2021 50.00 \$ 519,203.86

Billing for Spring 2022 50.00 519,203.86

Per LOA			
Billing for Fall 2021	50.00	S	519,203.86
Billing for Spring 2022	50.00		519,203.86

LOCAL CONTROL FUNDING FORMULA		2025-26	
LCFF ENROLLMENT CALCULATION			
Calculation Factors	<p>COIA & Base Grant</p> <p>2.43% 0.00%</p> <p>82.40% 82.40%</p>	<p>Unduplicated Enrollment</p> <p>82.40%</p>	
Grades TK-4	10,269	1,068	1,868
Grades 4-6	10,424	1,718	1,857
Grades 7-8	10,733	1,769	1,912
Grades 9-12	2,439	323	2,273
Grades TK-4	10,269	1,068	1,868
Grades 4-6	10,424	1,718	1,857
Grades 7-8	10,733	1,769	1,912
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Grades 9-12	2,439	323	2,273
Grades TK-4	10,269	1,068	1,868
Grades 4-6	10,424	1,718	1,857
Grades 7-8	10,733	1,769	1,912
Grades 9-12	2,439	323	2,273
Grades TK-4	10,269	1,068	1,868
Grades 4-6	10,424	1,718	1,857
Grades 7-8	10,733	1,769	1,9

[See Gateway 2025-26 One Pager](#)

A	B	C	AI	AF	AG	AH	AI
Oakland Unified (61259) - Second Interim			v.25.2b				
LOCAL CONTROL FUNDING FORMULA							
LCFF ENTITLEMENT CALCULATION							
				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percenta	
Calculation Factors				2.43%	0.00%	82.40%	8:
			Prior Year				
			ADA	Base	Grade Span	Supplemental	Conc
Grades TK-3			11,316.44	\$ 10,269	\$ 1,068	\$ 1,868	\$
Grades 4-6			7,159.60	10,424		1,718	
Grades 7-8			4,038.89	10,733		1,769	
Grades 9-12			8,248.67	12,439	323	2,103	
Subtract Necessary Small School ADA and Funding			-	-	-		
Total Base, Supplemental, and Concentration Grant				\$ 336,794,846	\$ 14,750,284	\$ 57,934,637	\$ 6:
NSS Allowance				-			
TOTAL BASE			30,763.60	\$ 336,794,846	\$ 14,750,284	\$ 57,934,637	\$ 6:
ADD ONS:							
Targeted Instructional Improvement Block Grant							
Home-to-School Transportation (COLA added commencing 2023-24)							
Small School District Bus Replacement Program (COLA added commencing 2023-24)							
Transitional Kindergarten (Commencing 2022-23)			TK ADA	1,025.23	TK Add-on rate	\$ 3,152.00	
ECONOMIC RECOVERY TARGET PAYMENT							
LCFF Entitlement Before Adjustments							
Miscellaneous Adjustments							
ADJUSTED LCFF ENTITLEMENT							
Local Revenue (including RDA)							
Gross State Aid							
Education Protection Account Entitlement							
Net State Aid							

AJ AK fl

2025-26

d
2.40%

Contribution	Total
2,019	\$ 172,286,72.0
1,857	100,222,869
1,912	58,213,917
2,273	141,365,448
2,510,187	5472,089,954
2,510,187	5472,089,954

\$10,094,682
6,414,009
3,231,525

5491,830,170
\$491,830,170
(161,798,558)
\$ 330,031,612
(49,562,752)
\$ 280,368,860

Signature: 
Tamiel Gilkerson (Jun 12, 2025 08:35 PDT)
Email: tgilkerson@peralta.edu

Signature: Rebecca Opsata
Rebecca Opsata (Jun 12, 2025 08:55 PDT)
Email: ropsata@peralta.edu

Board Office Use: Legislative File Info.	
File ID Number	23-2595
Introduction Date	11/16/23
Enactment Number	23-2073
Enactment Date	11/16/2023 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sondra Aguilera, Chief Academic Officer Vanessa Sifuentes, High School Network Superintendent Gary Middleton, Executive Director of Alternative Education
Meeting Date	<u>November 16, 2023</u>
Subject	Agreement - Peralta Community College District to operate Gateway at Laney Alternative High School for the 2023-2025 School Years
Ask of the Board	Approval by the Board of Education of the Agreement by and between the District and Peralta Community College District, Oakland, CA, for the latter to operate the Gateway to College Alternative High School at Laney College, pursuant to terms and conditions of Agreement, for the period of July 1, 2023 through June 30, 2025, in an amount not to exceed \$836,945.38.
Background	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.
Discussion	<p>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.</p> <p>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, 2023 to June 30, 2025.</p>
Fiscal Impact	Budget provided and to be paid by the District for the 2023-24 fiscal year based on the average daily attendance of students attending the alternative high school.

Attachment(s)

- Exhibit A 2023-24 Projected Budget
- Regular Meeting of the Board of Trustees, Peralta Community College District

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

This Agreement is entered into, as of July 1, 2023, 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 \$10,206.65 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 2023-24 is attached hereto and incorporated herein as Exhibit A. The projected funding for 2024-25 shall be agreed to by the parties no later than May 1, 2024. 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 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 82 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, 2023 through June 30, 2025. 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.

[Signature Page Follows]

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

Oakland Unified School District



11/17/2023

Mike Hutchinson
President, Board of Education



11/17/2023

Kyla Johnson-Trammell, Superintendent
Secretary of Board of Education

APPROVED AS TO FORM



10/23/23

Jenine Lindsey, Interim General Counsel
Oakland Unified School District

Peralta Community College District


Jannett Jackson (Jul 20, 2023 23:29 PDT)

Dr. Jannett Jackson
Chancellor

Community College District

Date: 07/20/2023

Peralta Community College District


Rudolph Besikof (Jul 17, 2023 12:14 PDT)

Dr. Rudy Besikof
President (*For Internal Reference Only*)
Laney College

Date: 07/17/2023

EXHIBIT A

Exhibit A

2023-24

Projected Budget & Funding for Gateway - 311

Projection as of March 29, 2023

	2023-24
Projected Enrollment	82.00
LCFF Base	\$ 12,005.00
Additional percentage	0.00%
Additional percentage amount	\$ -
Total Base Aid	\$ 12,005.00
District's Direct Rate	12.30%
District's Direct Charge	\$ 1,476.62
District's 2023-24 Indirect Rate*	2.68%
District's 2023-24 Indirect Charge	\$ 321.73
District's Direct & Indirect Costs	\$ 1,798.35
LCFF State Aid Revenue	\$ 10,206.65

Projected Operating Budget GP	\$	836,945.38	*
Total Projected Operating Budget	\$	836,945.38	**

Per LOA			
Billing for Fall 2023	41.00	\$	418,472.69
Billing for Spring 2024	41.00		418,472.69

Age Group	Percentage
18-24	100%
25-34	95%
35-44	90%
45-54	85%
55-64	80%
65-74	75%
75-84	70%
85+	65%



PERALTA COMMUNITY COLLEGE DISTRICT

Agenda Item Details

Meeting	May 23, 2023 - REGULAR MEETING OF THE BOARD OF TRUSTEES
Category	6. CONSENT CALENDAR - ACADEMIC AFFAIRS
Subject	6.5 Consider Approval 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 23-24 and 24-25. FY 23 - 24 Exhibit A Dollar Amount - \$836,945.38. Presenter: Laney College President, Dr. Rudy Besikof
Access	Public
Type	Action (Consent)
Preferred Date	May 23, 2023
Absolute Date	May 23, 2023
Fiscal Impact	Yes
Dollar Amount	836,945.38
Budgeted	Yes
Budget Source	Revenue Generating. Gateway to College Student Support Services - 5-11-490-8831-1-672900-0711-00
Recommended Action	Approval 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 2023-2024 and 2024 - 2025 academic years.

Public Content**TO: Peralta Board of Trustees****FROM: Dr. William Ramos Ochoa, Director Gateway to College****PREPARED BY: Dr. William Ramos Ochoa, Director Gateway to College****BACKGROUND/ANALYSIS:**

Gateway to College is a program with Oakland Unified School District that provides academically and economically disenfranchised Alameda County residents 16 to 20 years old with an opportunity to experience success in an academically rigorous, supportive and safe environment as they pursue their high school diplomas and transition into college. Many Gateway to College students go on to complete degrees with Laney and other colleges within the Peralta District.

The College has invoiced us OUSD for program costs based on the number of students that enroll in the program. The MOU anticipated the approximate number of students as being (82), as described in the MOU.

2023 – 2024 Projected Budget & Funding for Gateway - set forth in the MOU. 2024 – 2025 Projected Budget and Funding for Gateway will not be available until OUSD goes through their Annual Budget Evaluation at the end of the 2023 – 2024 Fiscal Year. PCCD will be provided a 2024 - 2025 proposed budget upon availability during OUSD Budget Allocation Evaluation at the end of the 2023 - 2024 Fiscal Year.

The funding to Gateway to College for students enrolled in the program is based on the Local Control Funding Formula ("LCFF") and includes, 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. 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. The revenue received by the program is specific to invoices paid by OUSD for educational services to their students.

ANTICIPATED COMPLETION DATE:

This MOU will be in effect through June 30, 2025

EVALUATION AND RECOMMENDED ACTION:

The Laney College President and the Interim Chancellor recommend approval.

[Final MOU REVISED 5.16.pdf \(348 KB\)](#)

Administrative Content

All matters listed under the Consent Calendar are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as to not require additional discussion. Consent Calendar items will be enacted by one motion. There will be no separate discussion on these items prior to the time the Board votes on them, unless a Board member requests that a specific item be removed from the Consent Calendar for action and a separate vote. Public comment on Consent Calendar items from anyone completing a card will be heard prior to the Board's vote on the Consent Calendar. All Board approved contracts are subject to final negotiation and execution by the Chancellor.

Motion & Voting

Approval of All Consent Items with Items 6.3, 8.1, 8.2 pulled for discussion.

Motion by Nicky Gonzalez Yuen, second by Bill Withrow.

Final Resolution: Motion Carries

Yea: Nicky Gonzalez Yuen, Cindi Napoli-Abella Reiss, Bill Withrow, Dyana Delfin Polk, Leesa Hogan, Sarah Latino, Sheweeet Yohannes, Louis Quindlen, Paulina Gonzalez-Brito