

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of May 12, 2009

ITEM # 9

ITEM TITLE: *Gateway to College contract with Oakland Unified School District*

SPECIFIC BOARD ACTION REQUESTED:

Request approval of a contract with Oakland Unified School District (OUSD) to implement the Gateway to College program at Laney College.

ITEM SUMMARY: (PLEASE DISCUSS THIS ITEM)

In partnership with OUSD, Laney College will house and implement the Gateway to College program at Laney College. Laney and OUSD will establish an alternative high school serving students between the ages of 16 and 21 who have dropped out of school. Through the program, students will be concurrently enrolled at Laney College and OUSD receiving both high school and college credit.

Primary funding for the alternative school will be through a contract with OUSD to provide educational services to students in the program. The Agreement shall remain in effect through June 30, 2012. The expected revenue over the contract term is approximately \$3,043,535. Matching funds from Peralta will involve fee waivers for concurrently enrolled students.

BACKGROUND/ANALYSIS:

In the fall of 2007, Laney College, in partnership with OUSD, was awarded a \$350,000 Gateway to College Replication Grant from the Gateway to College National Network. Primary funding for the alternative school will be through a contract with OUSD to provide educational services to students in the program. The Agreement shall remain in effect through June 30, 2012. The expected revenue over the contract term is approximately \$3,043,535. Matching funds from Peralta will involve fee waivers for concurrently enrolled students.

Under the terms of the grant, students between the ages of 16 and 21 will be able to attend Laney as a concurrently enrolled high school student. Students will take college courses taught by college faculty which would enable them to satisfy high school graduation requirements while gaining credits toward the general education requirements for an AA degree.

Beginning in the fall of 2009, Laney will join a group of 24 community colleges nationwide participating in the Gateway to College program. This program will offer dedicated teaching and support staff, a learning community designed to assure success and extensive support services to an underserved student population that deserves a second chance.

ALTERNATIVES/OPTIONS:

There no existing programs that provide dropouts with an opportunity to obtain a high school diploma while gaining college credits.

EVALUATION AND RECOMMENDED ACTION:

Recommend Approval.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Pass-through of State School Funds (Average Daily Attendance and Categorical) from OUSD to Peralta under the terms of the contract.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

PRESIDENT FRANK CHONG

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES _____ No X
_____ IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: William H. Hanson
[William H. Hanson, Dean, Community Partnerships]

Date: April 29, 2009

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Frank Chong
[Dr. Frank Chong, President, Laney College]

Date: 5/4/09

FINANCE DEPARTMENT REVIEW

Finance review required

Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 5/5/09
Thomas Smith, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required

Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda

Not Approved, but Place on Agenda

Signature: Elihu Harris
Elihu Harris, Chancellor

Date: 5/5/09

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

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

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

Whereas, in June 2008, Oakland 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 Oakland and from their first day will earn credits toward a high school diploma and an Associate's Degree;

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

Whereas, Gateway will be a school of high expectations and equally high levels of community support 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 UNION WAIVERS

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

Oakland will seek and obtain all necessary waivers from the Oakland Education Association in order to fully support Gateway.

2. RECRUITMENT

Oakland agrees to actively provide referrals to Gateway and to timely authorize final approval of students selected by Gateway, as appropriate, based on the eligibility criteria outlined in Section 3 below. Gateway's recruitment efforts will consist of outreach to community organizations, advertising, referrals from the juvenile justice system, and referrals from the community coordinator for alternative placement, among other forms.

3. ENROLLMENT/ELIGIBILITY

Attendance at Gateway is through application and selection only. Oakland's Chief Academic Officer, or his designee, shall review and approve students selected to attend Gateway. Admitted students are considered college students with all the benefits and responsibilities of any other Laney student. 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, high school activities, free transportation, and free and reduced lunch.

Students enrolling in the program must:

- a) Be at least 16 years of age by the first day of class;
- b) Reside within Oakland's boundaries;
- c) Have dropped out of high school;
- d) Be approved (referred) by Oakland or a sponsoring high school;
- e) Not have obtained a high school diploma or GED prior to enrolling in the program;
- 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.
- h) Have his or her enrollment approved by Oakland in order to ensure sustainability and compliance with guidelines for admittance.

Any exceptions to the above criteria will be made on an individual student basis and must be approved in writing by the Governing Board and/or State Administrator of Oakland and the Chancellor of Peralta or their designees.

If a prospective student who is not referred directly by Oakland 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, Oakland or Gateway staff

may refer the student back to his/her neighborhood high school, an alternative education program, or to a local adult education center, 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

Gateway will be funded through Oakland's ADA funding. During the 2009-2010 academic year, Peralta will invoice Oakland an amount of \$5587 per-student per year for a school year consisting of a fall and spring semester. For students enrolling in the summer term of 2010, Peralta will invoice Oakland an amount of \$392 per student. If the per-pupil average daily attendance (ADA) changes either during the 2009-10 academic year or in subsequent years, Peralta will invoice Oakland an amount that equals 86.27% of the per-pupil ADA provided by the State. This amount shall be invoiced at the beginning of each semester (fall, spring, and summer) after the community college census day.

Students may enter the program during the fall or spring semester and would normally be continuously enrolled (excluding some summer terms, at the student's choice) until such time that sufficient dual credit has been earned toward completion of a high school diploma, or until the student reaches age 21, or until students age 20 in the approved eligibility category described below complete their high school diploma.

Oakland will deduct from the ADA remittance the annual cost to Oakland of all state and federal reporting 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 professional development and High School Network meetings; oversight and support from Network Executive Officer and Coordinator, Alternative Education; food services; Student Assignment Office support (referrals, transfers); and Instructional Services (alignment of curricula, professional development). The annual cost of these charges will not exceed 13.73% of Oakland's per-pupil ADA .

Laney will provide the funding for implementation of Gateway through an implementation grant (\$350,000 over three years) per the Funding Schedule attached as Exhibit A from the Gateway to College National Network and through support from the Peralta Colleges Foundation and other fundraising efforts. Students may also be supported by categorical funds (e.g., Title I, State Compensatory Education funds) through Oakland.

5. INSTRUCTION

Instruction will begin in the Fall of 2009 with the enrollment of 50 students in two learning communities of 25 students each. During the first three years, Gateway will enroll 350 students, enrolling 2 or 3 learning communities of between 40 and 75 students each semester.

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. 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. There is no cost for students to attend Gateway.

Peralta will award college credit for all courses successfully completed in accordance with official Peralta policies and procedures. Students must be enrolled in approved dual credit courses to receive both high school and college credit for the courses.

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 California Department of Education, Peralta, and Oakland. All courses will be taught by Peralta employees. Oakland 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.

All courses will be conducted on the Laney campus in Building A. Laney will provide other facilities on the campus as needed. After successfully completing the Foundation Term, Gateway students will transition to the comprehensive campus, taking classes with the general population of students at Laney.

6. BOOKS AND SUPPLIES

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

7. ATTENDANCE AND OTHER DATA

Peralta shall take and track attendance and high school class requirements, including grade information in the manner designated by Oakland that is consistent with the waivers being requested by Oakland from the California Department of Education (CDE). Peralta and Oakland shall have equal access to students' data, including fiscal data.

8. STUDENT CODE OF CONDUCT

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

9. CALENDAR

Students will adhere to Laney's academic year calendar.

10. TESTING

Laney will conduct K-12 mandatory standardized testing on its campus for Gateway students. Oakland 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 ("IDEA"), Oakland shall retain the obligation to administer services and ensure compliance with eligible Gateway students' Individual Education Plans ("IEP").

Peralta (Laney College) agrees that it will cooperate with Oakland to ensure that special education services are delivered in a timely manner consistent with the requirements of IDEA and students' IEPs.

Oakland will deduct from the ADA remittance to Gateway costs associated with the provision of special education services. At the start of each semester, Oakland shall provide Gateway with a fee schedule for those special education services being provided to Gateway students. The fee schedule shall be consistent with those fees charged by Oakland to its charter schools for special education services.

Peralta 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 Peralta is unable to provide services pursuant to Section 504, Oakland shall provide services and deduct from the ADA remittance to Gateway the costs of services in accordance with a fee schedule provided by Oakland to Peralta at the start of each semester.

The deduction of costs from ADA remittance set forth in this section shall be in addition to those costs enumerated in the Funding section above.

13. AWARD OF HIGH SCHOOL DIPLOMA

Students at Gateway are required to pass the California High School Exit Exam in order to graduate.

Students who earn their high school diploma through Gateway will be awarded their diploma by a representative of Oakland 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 Oakland representative is unavailable to participate in Laney's commencement ceremony, Laney's Director of Gateway will present the diploma and will announce that Oakland is awarding the diploma.

14. TRANSPORTATION

Students will be expected to provide their own transportation to Gateway in order to attend courses and other programs or Laney-sponsored events.

15. EXECUTIVE COMMITTEE AND LIAISON

The parties hereto 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 Oakland's Governing Board and/or State Administrator, the Chancellor of Peralta or his designee, Laney College's Vice President of Instruction, and the Director of Gateway. Peralta's Associate Vice Chancellor for Academic Affairs and Oakland'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.

Oakland's Coordinator of Alternative Education will serve as Oakland's liaison to Peralta ("Liaison") for any issues concerning Gateway. The Liaison's role is to help coordinate the program for Oakland 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

This Agreement shall remain in effect through June 30, 2012. Either party may terminate this Agreement for any reason upon 60 days written notice. However, all programs and/or services shall terminate at the end of the term/semester after the notice is given, so as not to disrupt student instruction.

19. INDEMNIFICATION

Peralta agrees to indemnify, defend, and hold Oakland harmless from every claim, demand, or liability, incurred by Oakland 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 Oakland's negligence, willful misconduct or breach of this Agreement.

Oakland 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 Oakland arising from or relating to its activities on behalf of Gateway as contemplated hereunder or a breach by it of this Agreement. Oakland, 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. Oakland's obligations hereunder shall not apply to any portion of a claim, demand or liability resulting or arising from Peralta's negligence, willful misconduct or breach of this Agreement.

20. NOTICE

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

Peralta Community College District

333 East 8th Street

Oakland, CA 94606

Attention: Elihu Harris, Chancellor

Oakland Unified School District

1025 Second Avenue

Oakland, CA 94606

Attention: Vincent Matthews, State Administrator

[remainder of page left intentionally blank.]

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

Oakland Unified School District

Vincent Matthews
State Administrator
Oakland Unified School District

Date: _____

APPROVED AS TO FORM

Interim General Counsel
Oakland Unified School District

Date: _____

Peralta Community College District

Elihu Harris
Chancellor
Peralta Community College District

Date: _____

APPROVED AS TO FORM


AP _____
Eric B. Burt
Office of General Counsel
Peralta Community College District

Date: 5/15/09