17500 Mana Road, Apple Valley, CA 92307 (760) 946-5414 (760) 946-9193 fax

Agenda for Regular Joint Meeting of the High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors Academy for Academic Excellence School Board Committee and Norton Space and Aeronautics Academy School Board Committee

> Meeting at San Bernardino County Superintendent of Schools 601 North E Street, San Bernardino, CA 92415

Additional Location: Lewis Center for Educational Research, Mojave River Campus, Bldg. G 17500 Mana Rd., Apple Valley, CA 92307

#### September 8, 2014 - Public Meeting – 9:00 a.m.

1.0 CALL TO ORDER: Chairman Bud Biggs

#### 2.0 ROLL CALL:

.01 Foundation Board: Chairman Bud Biggs .02 AAE School Board Committee: Chairman Kevin Porter .03 NSAA School Board Committee: Chairman Scott Johnson

**3.0 <u>PUBLIC COMMENTS</u>**: Members of the general public may address the Board. A time limit of five minutes shall be observed. Members of the public wishing to speak must fill out a Request to Speak form and give it to the Recording Secretary. NOTE: Public comments pertaining to Action Items appearing on the Agenda will be taken as the item is considered.

# 4.0 <u>SPECIAL PRESENTATIONS/ ANNOUNCEMENTS</u>

.01 Ron Powell, Desert/Mountain Special Education Local Plan Area

#### 5.0 CORRESPONDENCE:

.01 Scholarship Thank You – Nick Natali and Brandon Peterson

#### 6.0 DISCUSSION ITEMS:

.01 Time of Board Meetings – Gordon Soholt

#### 7.0 INFORMATION:

.01 Staff Reports - Included in Packet

- .02 Internal Financials Included in Packet
- .03 Foundation Board Attendance Log Included in Packet
- .04 President/CEO Report Gordon Soholt
- .05 AAE Principal's Report Lisa Lamb
- .06 NSAA Principal's Report Lupita Girard

## 8.0 STANDING BOARD COMMITTEE REPORTS:

- .01 (a) Budget/Audit Committee Russell Stringham
  - (b) Fundraising Committee Donna Siegel
  - (c) Personnel Committee Regina Bell

## 9.0 STAFF COMMENTS:

## 10.0 BOARD MEMBER COMMENTS:

## 11.0 FOUNDATION BOARD CONSENT AGENDA:

- .01 Approve Minutes of June 9, 2014 Regular Meeting and August 5, 2014 Special Meeting
- .02 Approve July 1, 2014 Financial Reports
- .03 Approve Foundation Financial Reports for May, June and July 2014
- .04 Approve BP 1312.3: Uniform Complaint Procedures Revision
- .05 Approve Increasing Gordon Soholt's Credit Card from \$5,000 to \$8,000

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- **.06** Approve Increasing Ryan Dorcey's Credit Card from \$3,000 to \$5,000
- .07 Approve Credit Card in the Amount of \$3,000 for Stacy Newman
- .08 Approve Credit Card in the Amount of \$3,000 for Laura Hoffman
- .09 Approve Credit Card in the Amount of \$3,000 for Robert Anderson
- .10 Approve Credit Card in the Amount of \$500 for Kathryn Piercy
- .11 Approve AR 6158 Independent Study Criteria Revision
- .12 Approve BP 6158 Independent Study
- .13 Approve Petty Checking Account not to exceed \$1,000 for NSAA Athletics
- .14 Approve VVC and Lewis Center Ramp Up Program Agreement

## 12.0 FOUNDATION BOARD ACTION ITEM:

.01 Authorize Gordon Soholt to Negotiate New Union Bank Loan up to \$2,000,000

#### 13.0 AAE SCHOOL BOARD COMMITTEE CONSENT AGENDA:

.01 Approve Minutes of August, 2014 Regular Meeting
.02 Approve AAE Comparatives
.03 Approve Pine Summit 6th Grade Science Camp – May 20 – 22, 2015
.04 Approve Washington D.C. 8<sup>th</sup>-9th Grade Field Trip – September 28 – October 4, 2014

#### 14.0 NSAA SCHOOL BOARD COMMITTEE CONSENT AGENDA:

**.01** Approve Minutes of August 20, 2014 Regular Meeting **.02** Approve Updated NSAA School Board Committee Meeting Schedule

## 15.0 ADJOURNMENT: Chairman Biggs

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours before the meeting by calling (760) 946-5414 x201.

Dear High Desert "Partnersnip in Academic Excellence" Foundation, Sorry it took so long to get to you! I'm sure as you know infe has its Complications, don't worry I won't go into detail. I would y'ust like to kunk you for the choising me as a scholarship recipient. It means so much to Me. ispecially going Mto college having to pay for it on my own. So you have been a huge bressing to me. I pion on keeping in touch so I can keep you updaked with my majorialso to really continue to make you. I want you to those your Money isn't smatched I'm going to take lighty. You have truly biessed me and I can't think you enough. I'm going to work my hail off as much as I can to be a success not to make you provid. Jeff Henderson told me that Bernard and I would've gother along very well, so that's reassuring to me. Once again thente you so invit.

Jove, Mich Mertali

Thank you for your kind consideration in awarding me this \$500 Scholarship. I am verel grateful and plan to use it to further my education at Sterling College this fall. Sincerely, Branclon Peterson

# Lewis Center for Educational Research

# **STAFF REPORT**

Date: September 1, 2014

To: Foundation Board

From: Gordon Soholt

Re: Lewis Center for Educational Research Updates

Both the AAE and NSAA campuses have started the new school year. Start up was very busy and highly successful. Both schools were well prepared to receive their new and returning students. As difficult as it is for staff to believe, we have already completed our first month of school.

Both schools are still "under construction." Work is progressing at the AAE on a parking lot and traffic pass through on the north end of the campus, while concrete pads are being poured on the south side to accommodate the consolidation of all our K-12 students. Projects still waiting to commence include putting the power poles on the south side of campus underground and the construction of a traffic signal at Tuscola Rd and Apple Valley Rd.

NSAA received permits and began construction on August 27<sup>th</sup>. Construction includes lengthening the parking lot on the southeast side of the campus and installing three new portable classrooms. The estimate for completion is five weeks, around the first week of October. Please refer to both Darren Dowd and Jim Quinn's reports for more information on construction and associated costs.

The AAE and K16 Bridge are participating as part of a consortium to help implement the "Ramp Up" grant that was given to VVC by the state of California. The grant will pay for the K16 Bridge program for all participating community colleges and their associated feeder high schools. Money has also been made available for software development. The AAE will be receiving new technology that will allow for entire classes to videoconference with other schools around the world. We are looking forward to being able to implement new and exciting programs using this technology.

I have had a couple of meetings with County Supervisors Lovingood and Gonzales and the new mayor of San Bernardino regarding the property on which NSAA sits. Both the city and the county are looking for ways to assist NSAA with the issue of joint ownership of the property by both entities and the difficulties it presents as we continue to seek funding to build permanent structures and a high school.

Thank you for your continued support for the LCER and associated programs!

# AAE

The school year has been off to a great start. We have welcomed several new staff members. Our first ever K-12 Open House event was held on August  $6^{th}$  on the MRC Campus. We had a large turnout, and it was a positive kick off for the school year.

The rollover to our new student information system is now complete. The staff has received ongoing professional development on how best to implement this new system. Teachers in grades K-12 have administered pre-assessments to learn how best to meet the needs of individual students.

#### K-4 Elementary Vice Principal

- New Family Orientation for grades 2-4 was held in the Corwin cafeteria on Friday August 1. Attendance by our new families was excellent. Lisa Lamb and Gordon Soholt welcomed the families to AAE. All of our teachers were introduced. Valli Andreasen presented helpful information about uniforms, traffic, and bell schedules. A PTC representative talked about PTC and invited them to participate. Spirit wear was available for sale. The families were able to tour the campus and find their child's classroom. Fifth grade families attended the grades 5-12 orientation held at MRC on Thursday, July 31.
- Back-to-School Night was held, K-12, on the Mojave River Campus. It was an open house. Elementary teachers were at tables in the gym as grade level teams.
- Monthly campus teacher meetings were held with Corwin staff on August 5 at 7:15 AM and with Thunderbird staff on August 6 at 12:15 PM.
- The fourth-grade laptop rollout was on August 13 at 5:30 PM in C-100.
- The first PTC meeting of the year was held on August 14<sup>th</sup>, at 9:00 AM in the Corwin cafeteria.
- PTC's fundraiser kick-off assemblies for West Coast Fundraising are scheduled on all three campuses for Monday, August 18. TC 11:40, CC 10:00 AM, MRC elementary 2:00 PM.
- Magnet classes and elective classes began August 18. Magnet classes include PE, Art, Tech, GAVRT, Music, Keyboarding, Flutophones, and Library. Electives are Strings I and II, Choir, and Dance. Teachers use this time for collaboration.
- Picture Days for the elementary campuses are scheduled as follows: Thunderbird – August 22 Corwin – August 21 MRC Elementary – August 20

- All first, second, and third grade students will have their reading assessed during the first few weeks of school using the Developmental Reading Assessment (DRA2). Our reading specialist, Margie Rollins, has trained instructional assistants to help her complete this task. We are utilizing DRA2 to document our students' reading development and determine necessary interventions.
- Below are the discipline totals for AAE Elementary School (Grades K to 4) for the 2014-2015 school year.

In-House Suspensions.....1

Suspensions.....1

Expulsions......0

# Grades 5-8

- Community
  - New Family Orientation 7/31
  - o Back to School Knight 8/6
  - Parents and Pastries 8/28
- PTC
  - PTC Meeting 8/14
- ASB
  - o MS Dance 8/29
- Love and Logic
  - Staff Presentation 7/31
- VPA
  - o Knights of Stardom Auditions 8/28
- Interventions
  - 5<sup>th</sup> Grade Rules Assembly 8/7
  - MS Rules Assembly 8/7
  - $\circ$   $\;$  Weekly Detention Hall- Monday, Tuesday, and Thursdays
- Other
  - Character Development Office Training 8/1
  - Mr. Piercy Retirement Dinner/Reception 8/16

0

- Discipline totals for grades 5-8, 2014-2015
  - Expulsions (5<sup>th</sup>-8<sup>th</sup>)
  - In-House Suspensions 0
  - Suspensions 1

# Grades 9-12

- Community
  - New Family Orientation 7/31

- Back to School Knight 8/6
- Senior Parents Night 8/18
- $\circ$  Blood Drive 8/22
- Parents and Pastries 8/28
- PTC
  - PTC Meeting 8/14
  - Love and Logic
    - Staff Presentation 7/31
- VPA
  - Knights of Stardom Auditions 8/28
- Interventions
  - $\circ$  9<sup>th</sup> and 10<sup>th</sup> Grade Rules Assembly 8/8
  - 11<sup>th</sup> and 12<sup>th</sup> Grade Rules Assembly 8/11
  - New Student Induction Luncheon 8/12
  - Weekly Detention Hall- Monday, Tuesday, and Thursdays
- Other
  - o AFJROTC Advanced Leadership Training School 8/8, 8/9
  - Character Development Office Training 8/1
  - AFJROTC Car Wash 8/16
  - o Mr. Piercy Retirement Dinner/Reception 8/16

1

- Discipline totals for grades 9-12, 2014-2015
  - $\circ$  Expulsions 9<sup>th</sup>-12<sup>th</sup> 0
  - In-House Suspensions 0
  - Suspensions

Special Education

- The summer was the full of changes in the special needs department. Two of our special needs teachers accepted positions closer to their homes and our secondary special day class teacher returned to Texas due to business relocation. We are excited to welcome Dee Sanders as a new special education teacher working with middle and high school students. She brings a wealth of knowledge and experience in working with students with exceptional needs.
- In addition, a full time school psychologist, Brenda Congo, has been hired for the 2014/2015 school year to assist in completing psycho educational assessments required by state and federal law. She will also provide counseling and behavioral intervention services to student's kindergarten through twelfth grades. She will play a pivotal roll in determining the needs and providing appropriate educational interventions. Mrs. Congo is well trained in the most current assessment technique and approaches gained from her university experience. We are fortunate to have her as part of the AAE team. She will be able to respond more readily to any student need and support our teachers more effectively.

# **Current Special Education Numbers:**

# AAE Special Needs Numbers (December – Pupil Count):

- AAE total Sp. Ed. count as of today: 106
- Speech ONLY count: 35
- Pending Referrals: 5
- Love and Logic:
- During the three days of staff training provided before the start of school, Desiree Atwater, Love and Logic Coordinator, presented Love and Logic concepts to teachers, Character Development Officers and other staff members. The theme of the training was helping our students to develop the necessary skills for the "Real World."
- Love and Logic classes will resume in September. Classes will cover and review the 9 Essential Skills. Desiree is available for consultation and has a lending library with books and DVDs to share.

# <u>ASB</u>

As we begin the new school year, we looked back and realized the great accomplishments the students achieved. There was much to be proud of, but most of all, what we learned as a group as well as the lifetime relationships that we built were of extreme importance.

For the first time in quite a few years we held ASB elections to select the officers for the 2014-2015 school year. With approximately 250 students participating between grades 6-11, here are the results:

ASB President – Pearl Riether	ASB Vice President – Wolfgang Schulthess
ASB Secretary – Jessie Vaage	ASB Treasurer – Meghan Juarez
11 <sup>th</sup> Grade President- Mashakhas Elasmar	10 <sup>th</sup> Grade President – Madison Perkins
9 <sup>th</sup> Grade President – Sage Gunther	8 <sup>th</sup> Grade President – Dylan Fundell

7<sup>th</sup> Grade President – Brielle Delahouysse

Additionally, Prom at the end of last year was a huge success and actually turned a profit. Because of this, ASB was able to help out the school as well as have a sizeable balance left in order to make larger purchases for the next school year. This included: buying a bench for the elementary students, helping pay for the marquee that the school has been planning for a long time, assist athletics in purchasing weights for the weight room in the future, and buy new equipment for the student store such as a popcorn machine, a nachos machine and a hot dog machine. We look forward to a great year with this new team and continue to support our student body through great events, honest representation and hard work.

#### Athletic Department

- Fall Sports:
  - *Varsity Volleyball* The 2014 Varsity Volleyball team will be formed next week with tryouts scheduled for August 14-15. The ten to twelve ladies that are selected will be led by first year varsity coach, Tiffany Parker (also our middle school coach). The girls will open preseason play in the "Rock the Dome" Tournament on Saturday September 6<sup>th</sup> at Joshua Springs. This team has an outstanding chance to return to the CIF Playoffs for the third consecutive year and only the fourth time in school history.
  - Middle School Volleyball- The MS team will be led by second year coach Tiffany Parker. Tryouts were held on Thursday, Aug 28<sup>th</sup> and Friday, Aug 29<sup>th</sup>. Close to 40 girls will be vying for a total of 12-15 spots. This team will be looking to return to the playoffs for the 5<sup>th</sup> time in six years. They open up league play on Monday, September 22<sup>nd</sup> at home against Hesperia Christian.
  - Cross Country- The Cross Country team will be led by a familiar face, Rick Piercy (coach from 2006-2010), will once again take over the program. All four teams started training the first week in July and have been working extremely hard battling the heat. With many returners coming back at all levels they figure to be very successful in the new Agape Valley Conference and hope to return to the CIF finals with their ultimate goal of going to state. Their first preseason meet will be held on Wednesday, September 17 at the Riverside Prep kickoff meet while the 1<sup>st</sup> Agape Valley Conference meet will be held on September 23<sup>rd</sup> at Summit Leadership Academy. Other dates of interest are Oct 17<sup>th</sup> and 24<sup>th</sup> when the MS and HS teams will travel to Mt. SAC to complete in the largest Cross Country meet in the world.
- Items of Interest:
  - On Aug 13<sup>th</sup> prospective athletes had the opportunity to get their sports physicals here on campus thanks to Dr. Liu's office. Last year, \$880 was raised for the Athletic Department as a result.
  - The Athletic Department will once again make spirit wear orders available to all three campuses for students and parents to order a variety of Knights apparel.
  - Many of our winter and spring sports teams have already begun training in preparation for their upcoming seasons.

- Our annual mandatory all coach's meeting/training will be held in the coming weeks.
- Our first league meeting of the year was held on August 20<sup>th</sup> with the newly aligned Agape Valley Conference (schools include; AAE, Riverside Prep, University Prep, Excelsior, ACE, Summit Leadership Academy, Apple Valley Christian, Hesperia Christian, Victor Valley Christian, Lucerne Valley, Bethel Christian/Lancaster and Antelope Valley Christian).

## <u>Registrar</u>

Kinder	95
1st	94
2nd	96
3rd	111
4th	112
5th	113
6th	114
7th	119
8th	116
9th	119
10th	117
11th	87
<u>12th</u>	<u>96</u>
	1391

# <u>NSAA</u>

## **Student Activities**

Second grade will be participating in a field trip to the LA County Fair on September 5<sup>th</sup>. Back to School Night was a great success, as the parent turn out was excellent. Parents had the opportunity to meet their new teachers, and interact with other parents. Classrooms looked great with plenty of student work displayed.

## **Common Core State Standards**

NSAA has officially started to implement the CCSS at all grade levels. CCSS funds were used to purchase non-fiction leveled readers to use as curriculum for language arts units, and to pay for printing for the Engage NY math modules. Teachers are very excited to get started to have our students reach their academic goals.

## Enrichment classes:

Students in grades K-5<sup>th</sup> will continue to receive four enrichment classes: Chinese, Art, Music, and PE on a weekly basis. Students in the Middle Grades will also take the enrichment classes, along with two weekly Study Hall periods.

#### **Middle Grades**

#### -Sports Program

Mr. Jones, our Math teacher, along with Mrs. Garrett, our PE teacher, are coordinating the efforts to get the sports program started at NSAA. During the fall our students in the sports program will participate in Volleyball and Flag Football in the Mountain Valley League. Parents will help as coaches and with transportation to games. Parent, Dr. Wu, volunteered his time to provide our students who might not have health insurance, the opportunity to have their Sports Physicals at schools for a nominal cost. Practices begin Tuesday September 2<sup>nd</sup>, with the first game scheduled September 11<sup>th</sup>.

#### -Zero Period Classes

NSAA will be offering 3 zero period classes this school year. There will be a mandatory English Language Development (ELD) class to provide extra support for our English Learners. Student Council will be a second zero period class, taught by Mr. Jones, as well as a technology class taught by Mr. Rodríguez. Students will receive grades and attendance records for these classes beginning September 2<sup>nd</sup>. Student Council students are expected to participate and volunteer at school wide events, such as the Rocket Races, Hispanic Heritage Month, and Family Reading Night.

#### Parent Involvement

#### -Parents and Pastries

NSAA will continue to offer these monthly meetings for parents to receive important updates, including participating in providing input for the Local Control and Accountability Plan (LCAP), LEA plan, and Categorical Funds plans, as well as receiving important information in regards to the implementation of the Common Core standards and the new SBAC assessments.

#### -ELAC

Ballots will be sent home August 20<sup>th</sup> for all officers. ELAC representatives are currently involved in preparations for the 2<sup>nd</sup> Annual Multicultural Health Festival. This event took place last May, and now it was moved to the beginning of the year to avoid calendar conflicts with our end of the year calendar. These parents are working with the community to ask for donations of time and materials to provide our students with activities in which they can learn about leading healthy lives. The Mexican Consulate is one of the providers who have been invited to participate.

#### -PTO

PTO participated at Back to School with a membership drive and selling used and new uniforms. They have also finalized some important upcoming events such as the Hispanic Heritage Month at Barnes and Noble and the NSAA Eats Out event at Rubio's.

#### **Rocket Lab/Interventions**

This school year Ms. Anna Vásquez comes back to NSAA as our Intervention Teacher, and instituting our first ever Rocket Lab! The Rocket Lab will be a place to provide extra

support to K-8<sup>th</sup> students based on need. Teachers using identified pre-requisite skills and SMART Goals will determine the number of students served. Ms. Vásquez will give direction to five instructional aides who will provide small group instruction during grade levels' Universal Access times.

## Staff

## New staff members:

- Ruby González-Counselor
- Beatriz Hernández-Spanish Language Arts/Social Studies Middle Grades
- Diana Oceguera-1<sup>st</sup> grade (sharing contract with Ms. Peterson)
- Richard Villanueva-English Language Arts Middle Grades
- Tamara Woodson-Science Middle Grades
- Yocelin Valencia- Receptionist
- Edith Rodríguez-Instructional Aide
- Angélica López-Instructional Aide
- Marcie Orozco-5<sup>th</sup> Grade
- Anna Vásquez-Interventions Teacher
- Claudia Muñoz-Art Rotations Teacher
- Héctor Luken-4<sup>th</sup> Grade

#### New assignments:

- Megan Garrett- PE Middle Grades
- Georgina Flores-Instructional Aide
- David Garcia-Registrar
- Sophia Martínez-School Office Assistant
- Laura Vázquez-5<sup>th</sup> Grade
- Adriana Amaya-5<sup>th</sup> Grade

## **Pending positions**

- 2 CDOs (interviews August 19<sup>th</sup>–in process)
- Music Rotation Teacher (interviews August 19<sup>th</sup>- in process)
- 1<sup>st</sup> Grade

## Love and Logic at NSAA

NSAA will continue the implementation of Love and Logic as the school wide discipline philosophy. The nine essential skills will continue to be discussed during staff meetings, and parent workshops will continue this school year as well.

## **Enrollment**

К –	116
$1^{st} -$	112
$2^{nd}$ –	110
$3^{rd}$ –	103
$4^{th}$ –	88
$5^{\text{th}}$ –	78

	$6^{ m th}-7^{ m th}-8^{ m th}-$	68 23 23	
 Total		721	

#### Recruitment

The first Swap Meet night of this school year was held on August 22<sup>nd</sup>, with the participation of Mr. Jones, Mr. Garcia, and Board Member, Mrs. Beck. We enrolled 2 new students, and received 12 new leads for the waiting list. Informal questioning of enrolling parents has revealed that the most effective recruitment efforts have been those from the Swap Meet and libraries. We will continue these efforts throughout the year.

#### Facilities

Construction started Wednesday August 27<sup>th</sup>, for the new three portables, with an approximate timeline of five weeks. Our Spanish Language Arts/Social Studies teacher, Ms. Hernández will continue to rove with her classes in the mean time. Ms. Hernandez, our students and parents have been very patient and flexible, as so have been the other teachers who have had to share classrooms with her.

#### Technology

NSAA emphasis will continue to be to provide students with the appropriate technology to be prepared for the Common Core State Standards and the careers of their choice. NSAA is proud of its One-to-One laptop program, which is now offered to fourth, fifth, sixth, and seventh grade students. Fourth grade students just received their laptops. Six loaners have been distributed, and teachers and students have been working hard to get all students access to important portals such as Illuminate and MyMentor. There are 21 students currently using loaners in grades 5<sup>th</sup>-7<sup>th</sup>.

## UPCOMING EVENTS—please join us at any events in which you are interested!

- 8/28 Parents and Pastries- Cafeteria (8:30-9:30 am)
- 9/3 PTO General Meeting Cafeteria (8:30-9:30 am)
- 9/4 School Tour- Cafeteria (8:30-9:30 am)
- 9/5 2<sup>nd</sup> Grade LA Co Fair Fieldtrip
- 9/8 Foundation Board LCER Board Meeting- SBCSS Offices (8:00 am)
- 9/9 ELAC-English Learners Advisory Committee-- Cafeteria (8:30-9:30 am)
- 9/18 Parents and Pastries- Cafeteria (8:30-9:30 am)
- **9/18** School Site Council- E2 (3:00-4:00 pm)
- 9/19 NSAA Multicultural Health Festival- (8:30-12:00 pm)

## **Special Needs - NSAA**

The summer has been full of changes in the special needs department. We are excited to welcome Connie Davis as the new special education teacher for students with mild to moderate disabilities. She brings a lot of passion and enthusiasm to her work with students with special needs. Since the start of school, she has been preparing her

classroom and developing a schedule in order to provide the level and frequency of service (s) indicated on student IEPs.

In addition, we've contracted with Jana Holmer, speech and language pathologist (SLP), to provide language services until a full-time SLP is hired. Jana has been part of the Lewis Center team for many years and has always been very willing to offer support and any assistance needed, even for short periods of time.

Overall, special needs team members at NSAA are working hand in hand, on a daily basis, to ensure that the necessary supports and services are being provided in the most effective manner possible. We are excited from the reports we are receiving from our Intensive Specialized Academic Instruction Class that several of the students that have experienced significant difficulties in reading – being previously classified as non-readers, are now reading and moving forward in developing these skills. The parents are ecstatic with the progress these students are realizing.

#### **Current Special Education Numbers:**

#### NSAA Special Needs Numbers:

AAE total Sp. Ed. count as of today: 50

Speech ONLY count: 15

## Love and Logic:

During the three days of staff training provided before the start of school, Desiree Atwater, Love and Logic Coordinator, presented Love and Logic concepts to teachers, Character Development Officers and other staff members. The theme of the training was helping our students to develop the necessary skills for the "Real World." Desiree will consult with NSAA staff members to determine areas of focus throughout the school year for additional trainings for staff and parents.

We look forward to a fantastic year at NSAA. Thank you for your continuous support of NSAA, its students, staff, and parents.

#### Facilities Quarterly Report

A Purchasing Clerk was hired that will be ordering supplies for both campuses. We are hoping to keep costs down by ordering in bulk. They are also in charge of shipping and receiving.

Gordon and I met with A4E to be sure all were on the same page for construction projects.

# AAE

Over the summer the library was moved to the C building and many classes were moved. The gym floor was screened and recoated. Doors on many of the modular buildings were painted royal blue. All campuses were deep cleaned to prepare for the start of school.

Construction is going well. The culvert going under the new north parking lot is about <sup>3</sup>/<sub>4</sub> done and should be completed soon. Land will be filled in that we will gain back to be used as additional play area for the students. As soon at that is completed they will start on the new drop off and pick up area of the parking lot and then add the parking spaces.

The pads are completed where the new portables will be added. Grading for the south parking lot has begun. We have 11 portables on site and are receiving 5 more in October. When they are placed down we will begin repairs and upgrading of the portables.

Work on the traffic signal should begin soon. We have completed or are in escrow on most of the parcels and are finalizing the last 2.

There have been no major problems since school has started. Things have been running smoothly.

## <u>NSAA</u>

Gordon and I met with the City of San Bernardino to go over conditions of construction. It was a good meeting and hopefully things will go smoothly.

Over the summer the campus was deep cleaned to prepare for the start of school and a new custodian was hired.

Construction is going well. We are lengthening the parking lot and adding a drop off and turn around. Grading has started for the new pads which should be poured soon for the 3 new portables. The 2.5 acre play field is done and grass is growing.

# IT Board Report – August 2014

# Information Technology

- Imaged 260 Apple Macbook Airs for AAE/NSAA
- Sold and deployed 248 Macbook Airs to 4<sup>th</sup> grade classes at AAE, NSAA and new students at both schools
- Installed ceiling speakers and wireless video systems in gym conference room
- Completed CALPADs EOY reports 1-4 for both AAE and NSAA
- Created 621 teacher and 14,432 student Bridge accounts for San Bernardino County Unified School District
- Performed summer inventory at AAE and NSAA
- Standardized A/V setups in all classrooms
- Migrated SIS from Aeries to Illuminate
- Completed and received approval from CDE for AAE Tech Plan. Tech Plan is good for a period of 4 years.
- Completed E-Rate form 486 for AAE and NSAA
- PBX moved from NEC to ShoreTel
- Installed 42 new ShoreTel phones at AAE and 7 new ShoreTel phones at NSAA
- Upgraded ShoreTel Director to Windows 2012 on a Virtual Machine.
- Populated ShoreTel directory with all extensions
- Installed new Mini mac MDM solution along with 76 new iPads. Will deploy apps rapidly as teachers request new programs.
- Deployed 158 loaners between AAE and NSAA

# **GAVRT/Global Operations**

- Performed Depot Level Maintenance of DSS-28
  - Full mechanical inspection of DSS-28
  - Rate loop tuned
  - New LQG coefficients generated
  - Drive gear bandwidth tuned
  - New CPP coefficients generated
- DSS-28 Lin-X channel restored to service

#### **General Administration**

Per my report last month, the position of Director, General Administration is being eliminated at the end of this year. My basic duties all year will be to train the employees taking over the GA oversight as reported last month.

In the absence of the Director, Human Resources, I took over the department oversight. When you see the HR report you will notice that it was an extremely busy summer with new hires, terminations and reclassifications.

#### **Conferences/Training**

- Attended RIMS/BTSA District Liaison quarterly meeting
- Attended quarterly Credential Analyst Workshop

#### **Compliance/Categorical Programs:**

- On -going credentialing compliance.
- Assist with credential checks for all new hires
- Began training the Director, Research and Development's Assistant in the compliance monitoring of the Title I, II and III Federal funds for NSAA and SES services.
- Induction: Set up and assigned candidates and reflective coaches for this year's induction. Orientations for both schools will take place in late September.

#### **Food Services**

- Preferred meals was awarded the contract for food services this year. We worked all summer setting things up and after only a few weeks of school we have already received rave reviews from students of both schools. We hope this will increase our participation rate.
- Began training Veronica Calderon in taking over the paperwork oversight of the food service program. She is a great candidate for this position.

To: Board of Directors

From: James M. Quinn, Director of Finance

Subject: Quarterly Report 3rd Quarter 2014

A. I will be preparing the Unaudited Actual Reports for the Apple Valley School District and the County of San Bernardino. They are not presented to the Board since the final year end financials are to be prepared soon.

B. I did file Federal Cash Management Reports for all categorical funding in July.

C. P-A attendance reports were prepared and filed. The auditors, as part of their field work, will review them when they are in our office mid-September.

D. The fourth quarter 2012-13 Internal Financial Statements were presented to Union Bank.

E. I continue to be a member of CASBO (California Association of School Business Officials) but have not been attending the committee I was on previously. I am attempting to join a committee that deals with the issues I face more often and meets at a more convenient site.

F. I attended a three day training on our accounting system in Atlanta Georgia. The training was excellent, well timed and very helpful for me.

G. I project that our cash flow will be sufficient to cover needs for the foreseeable future. I our latest Budget Committee meeting I outlined my plan for financing the current construction, which may drawing of the Line of Credit. They will be reporting on that at the meeting.

H. In September we began the training process for the new H/R software that I have been reporting. The upgrade is the first step to a more robust overall accounting system.

# Human Resources Department Stacy Newman May 21, 2014 – August 25, 2014

# <u>AAE</u>

New Hires:			=
Last Name	First Name	Hire Date	Job Title
Carnero	Viviana	8/12/2014	Classified Sub
Chandler	Michael	8/6/2014	Certificated Substitute
Clark	Michael	7/1/2014	Computer Helpdesk Tech
Congo	Brenda	7/1/2014	School Psychologist Intern
Cooper	Kenneth	7/1/2014	Teacher (social science)
Dale	Matthew	7/1/2014	Teacher (HS History)
Fahnestock	Aidan	8/11/2014	CDO
Klopping	Dana	7/1/2014	Teacher (Elementary)
Maldonado	Katrina	7/1/2014	Teacher (Elementary)
Mccomas	Kari	7/22/2014	Teacher 2nd grade
Pearson	Marc	8/19/2014	Classified Sub
Sanders	Dee	7/18/2014	Teacher (Ed Specialist)
Thomas	Alyson	7/1/2014	Teacher (Math)
Titherley	Jake	6/16/2014	Classified Intern (temporary)

# **Reclassifications:**

LAST	FIRST	From	То	Date
		Admin Assistant to the		
Allen	Cynthia	CAO	Counseling Administrative Assistant	7/1/2014
		Computer Helpdesk	Computer Helpdesk Technician	
Allen	Michael	Technician	Supervisor	7/1/2014
Anderson	Robert	Groundskeeper	Facilities Technician II	7/1/2014
Andreasen	Valli	Teacher, Elementary	Elementary Vice Principal	7/1/2014
Buchanan	Michelle	PT PE/Dance teacher	FT PE/Dance Teacher	7/1/2014
Calderon	Veronica	Registrar	GA Generalist II	7/1/2014
Castellini	Bridget	Guest Teacher	FT Elementary Teacher	7/1/2014
Coulombe	Corinne	Certificated Sub	Part Time PE Teacher (3 hours per day)	7/1/2014
De La				
Houssaye	Tyler	Guest Teacher	MS English Teacher / 1 period MS Drama	7/1/2014
Garcia-Flores	Arely	PT Spanish Teacher	FT Spanish Teacher	7/1/2014
Hoffman	Laura	PT Receptionist (7hr)	FT Purchasing Clerk (7.5hr)	7/1/2014
Kanawyer	Wesley	Dean of Students	MS/HS Vice Principal	7/1/2014
Kerr	Jesselyn	FT Teacher, Elementary	PT Teacher, Elementary - 60%	7/1/2014
Kobold	Rebecca	FT Elem Teacher	75% Elem Teacher	7/1/2014
	Mary			
Larrison	Kristi	Guest Teacher	Elementary Teacher	7/1/2014
McCoy	Rebecca	GA Generalist	GA Generalist II	7/1/2014
Parker	Ronda	Food Service Lead	Food Service Supervisor	7/1/2014
Ritter	Amy	Guest Teacher	Elementary Teacher (40%)	7/1/2014
Rollins	Margie	Teacher, Elementary	Reading Specialist	7/1/2014
		Admin Assistant to the		
Schmidt	Carolyn	Dean	Admin Assistant to the VP	7/1/2014
Secrist	Gretchen	PT Education Specialist	FT Education Specialist	7/1/2014
Soholt	Gordon	CAO	CEO	7/1/2014
Stoudemire	Daryl	Coach	CDO	8/1/2014

# **Terminations:**

		Termination	
Last Name	First Name	Date	Job Title
Briney	Sandra	6/30/2014	VP
Burdette	Ann	7/29/2014	Certificated Sub
Butcher	Jimmie	6/30/2014	Custodian
Clark	Verna	6/30/2014	Classified Sub
Fieler	Heather	6/30/2014	Teacher
Gathura	Ann	6/30/2014	Ed Specialist
Hainley	Ann	6/30/2014	Classified Sub
Hainley	Tom	6/30/2014	Teacher
Hainley	Tom	6/30/2014	Teacher
Hearns	Kwan	8/14/2014	Music Teacher
Heller	Isaiah	6/30/2014	Classified Sub
Hudson,	Lydia	6/30/2014	Teacher
Huffine	Catherine	6/30/2014	Certificated Sub
Johnson	Connie	6/30/2014	Teacher
Lovik	Rodney	6/30/2014	Teacher
Lovik	Rod	6/30/2014	Teacher
Luevanos-	Dite	0/00/0044	
Castro	Rita	6/30/2014	Ed Specialist
McCarthy	Samantha	6/30/2014	Ed Specialist
McGrath	Karen	6/30/2014	Teacher
Metcalf	Donna	6/30/2014	Teacher
Patterson	Delores	6/30/2014	Classified Sub
Piercy	Richard	06-31-14	CEO
Piercy	Rick	6/30/2014	CEO
Rodriguez	Karina	6/30/2014	Certificated Sub
Safholm	Denyse	6/30/2014	Classified Sub
Sims	Beatrice	6/30/2014	Bus Driver
Smith	Doug	6/30/2014	Bus Driver
Williams	Nicole	6/30/2014	Ed Specialist

# <u>NSAA</u>

## **New Hires:**

Last Name	First Name	Hire Date	Job Title
Colunga	Bob	8/12/2014	Custodian (5.5)
Davis	Connie	7/30/2014	Teacher/Ed Specialist
Gonzalez	Ruby	7/1/2014	School Counselor
Hernandez	Beatriz	7/18/2014	Spanish LA/Social Science teacher
Lopez	Angelica	7/1/2014	Instructional Assistant

Lopez	Maria	8/15/2014	Guest Teacher
Luken	Hector	7/7/2014	Teacher, Elementary
Oceguera	Diana	7/1/2014	Half Time Teacher (job share)
Robles	Alexander	5/28/2014	Classified Substitute
Rodriguez	Edith	7/1/2014	Instructional Assistant
Valencia	Yocelin	7/1/2014	Receptionist
Villanueva	Richard	7/11/2014	English Teacher
Woodson	Tamara	7/17/2014	Science Teacher

## **Reclassifications:**

Last Name	First Name	From	То	Date
Flores	Georgina	CDO (5.5 hr)	Instructional Assistant (6hr)	7/1/2014
Garcia	David	Instructional Assistant	FT Registrar	7/1/2014
Gray	Tonae	Office Assistant	Certificated Sub	7/1/2014
Hopkins	Shaundell	Classified Sub	LVN	7/1/2014
Martinez	Sophia	Receptionist	Office Assistant	7/1/2014
Mason	Erin	HRLY	ΡΤ ΤΟΑ	7/1/2014
Munoz	Claudia	Guest Teacher	Classfied Rotation (ART)	7/1/2014
Orozco	Marcela	Certificated Sub	Elementary Teacher	7/1/2014
Peterson	Malena	Elementary Teacher (FT)	Elementary Teacher (PT)	7/1/2014
Quarles	Lloyd	Facilities Technician I	Facilities Technician II	7/1/2014

## **Terminations:**

Last Name	First Name	Termination Date	Job Title
Arispi	Jerry	7/18/2014	Music Instructor
Dade	Allen	6/30/2014	Teacher, PE
Guzman	Edward	6/30/2014	Certificated Sub
Jones	Beth	8/12/2014	Guest Teacher
Luevanos-			
Castro	Rita	6/30/2014	Elementary Teacher
Malone	Amanda	6/30/2014	Certificated Sub
Ramirez	Alma	6/30/2014	Teacher
Riopedre	Omar	6/30/2014	Teacher, Science

# Positions Currently Posted / In the Interview Process / or Recently Hired <u>AAE:</u>

# **Certificated:**

Guest Teacher – Ongoing Posting Drama Teacher (Part Time) - Recently Hired Elementary Teacher (6) - Recently Hired Math Teacher - Recently Hired Language Arts Teacher - Recently Hired School Psychologist Intern - Recently Hired Social Science Teacher (2) - Recently Hired Reading Specialist – Recently Hired Elementary Vice Principal – Recently Hired Vice Principal - Recently Hired Part Time PE Teacher - Recently Hired Education Specialist (2) - Recently Hired

# **Classified:**

Classified Substitute - Ongoing Posting Computer Helpdesk Technician - Recently Hired Receptionist – Recently Hired Computer Helpdesk Tech Supervisor – Recently Hired CDO (2) - Recently Hired

# NSAA:

# **Certificated:**

Education Specialist – Recently Hired Guest Teacher - Recently Hired Dual Immersion Elementary Teacher (Half Time) – Recently Hired Dual Immersion Elementary Teacher (Full Time) (2) – Recently Hired Spanish/Language Arts/Social Science Teacher – Recently Hired School Counselor - Recently Hired Speech and Language Pathologist - Recently Posted Intervention Teacher (Part Time) – Recently Hired PE Teacher - Recently Hired Teacher on Assignment - Recently Hired Science Teacher - Recently Hired English Language Arts - Recently Hired

## **Classified:**

Classified Substitute - Ongoing Posting Art Instructor - Recently Hired Instructional Assistant (3) - Recently Hired School Office Assistant - Recently Hired School Registrar - Recently Hired Receptionist - Recently Hired CDO (2) – Checking references Music Instructor – Checking references Custodian - Recently Hired

# HR Activities including both AAE & NSAA:

-Created job postings / descriptions for above positions

-Advertised new positions: internally, Edjoin, Daily Press, Desert Dispatch, LCER Website, Monster.com, Local Universities

-Collected and screened job applicants. Recruited and interviewed employees for NSAA and AAE as well as following up with thank you letters and emails for those applicants/candidates who were not selected

-Conducted new hire orientations for new employees, job-reclassifications, and completed exit interviews

-Processed new hire paperwork for recent new hires, including DOJ, background checks, benefits paperwork, etc

-Processed paperwork for employee terminations.

-Prepared packet for volunteers to include: DOJ fingerprint procedures, LCER Agreements: Proprietary, Child Abuse, Internet Use, etc

-Maintained volunteer fingerprint information and DOJ database as well as provided training at the Parent/Volunteer workshops at the AAE

- Prepared for this quarter's Employee of the Quarter: nominations, meetings, selections, awards, presentations, etc

-Prepared & monitored seasonal coaching contracts.

-Follow up to employee notices for: CPR/First Aid, Mandated Sexual Harassment Training for Supervisors, TB tests, etc.

-Maintained employer pull notices through the DMV.

-Sent letters to employees for expirations of TB tests, Food handler's cards, CPR/First Aid cards, etc.

-Personnel issues: benefits, compensation, FMLA, terminations, EDD claims, UI, DOJ fingerprint issues, Workers' Comp claims, etc.

-Maintain program for sending and receiving Employer Pull Notice Information to/from the DMV in a further effort to go paperless.

-Balance health insurance statements.

- Processed Workers' Comp & Unemployment Claims.

- Set up training meetings for automated sub system for office staff, CDO's, etc. at NSAA

-Attended Exec Team, Five Dysfunctions of a Team, UITS, HDEAC, EDD, SISC, Health Care Reform, BTSA & SBCSS UI meetings workshops & trainings.

-Attended board meetings for High Desert Employer Advisory Council.

-Calculated pay reconciliations for finance department for employees' terminations, leaves, etc. -Updated HR forms to include EDD, retirement, etc for 2014 changes.

-Updated workers' comp and student accident forms.

-Began working on preparing HR information to import into new HR software.

- 2014-2015 HR all staff meeting

#### Research and Development

- All students in grades 3-8 & 11 will take the Smarter Balanced (SBAC) assessment of the Common Core State Standards. Each school will be assigned a testing window determined by CDE and be tested in both English Language Arts and Math. Additionally, students in grades 5, 8 & 10 will take the CST for Science to meet federal guidelines. The Early Assessment Program (EAP) will be compromised of the 11<sup>th</sup> grade Smarter Balanced Assessment that all 11<sup>th</sup> grade students will take. In the past, the EAP was comprised of the CST assessments.
- During September and October, AAE will be administering the following assessments:
  - o (California English Language Development Test (CELDT)
  - ACT Practice Test (September 13<sup>th</sup>)
  - SAT Practice Test (September 13<sup>th</sup>)
  - Preliminary Scholastic Achievement Test/National Merit Scholarship Qualifying Test (PSAT/NMSQT) (October 18<sup>th</sup>)
- We are in the process of preparing to administer the CAHSEE exam on November 4<sup>th</sup> and 5<sup>th</sup> to all students in grades 11 & 12 that have not passed either subject yet.
- NSAA Program Improvement NSAA is engaged in the LEA Revision as required under the Title I Program Improvement requirements. While they are considered "frozen" in Year 3 PI because of the lack of state testing data, they are still required to follow the regular guidelines for PI year 3 schools. As such, they are in the process of notifying parents and identifying students for the SES After School program.

#### The Lewis Center for Educational Research



Board Report September 1<sup>st</sup>

This summer has been a very busy time for all of us who work on the K16 Bridge Program. The program is a part of the winning California Pathways Grant called RAMP UP. The Lewis Center and the K16 Bridge Program are a major part of that grant and are tasked with providing the innovative online programs focused on getting more Victor Valley students into career pathways. The grant itself includes five California Community Colleges; Antelope Valley, Barstow, Crafton Hills, San Bernardino Valley and Victor Valley. The grant pays for all of these colleges to have the K16 Bridge Program for the next three years. These colleges, with the exception of VVC, were not a part of the program last year. Combining these colleges along with Evergreen and Cerritos Colleges increases the number of colleges now being served to thirteen. Currently we are connected to over 150 secondary and elementary schools with that number looking to increase by over 100 in the next year.

The MyMentor portion of K16 Bridge is in the process of undergoing some technical development. This is possible due to the grant. The next version, MyMentor 2.0 or MM2, is set for a launch date of April 1<sup>st</sup>; it will feature some very innovative programs. One of the largest efforts will be with the new dynamic seven-year education plan. This online program will begin with elementary students taking a series of career and academic assessments. Those results will be fed into the planner and once the student selects a career the ed plan will lay out the courses needed to be prepared to transfer to a two or four year college, military or vocational school. A key feature to the program will be giving schools the option to customize titles for courses and to accurately show progress in meeting A-G requirements. Looking down the line we hope to be able to tap into most K-12 SIS programs so that the planner can be accurate in showing if the student is academically on track for their career and educational goals in real time. Matched with this will be a parent portal. We will be using School Harmony which has been given to us to use free of charge.

Other components of K16Bridge will also be upgraded as we look to add a virtual training and tutoring system. Working with Peterson's we are now looking to build an online tutoring system that incorporates the Peterson's library of exam questions and tutoring modules. Our goal is to take those pieces and add videos out of our Khan library and place it all in our Learning Management System. The aim is to give teachers a Common Core aligned homework system that not only they can use, but students, and parents as well.

We are hopeful to work with churches to provide Educational Support Centers where students can go and work on their homework while be provided tutoring help and a safe environment. Currently we are working with six ministers in the Tri-Community area and nine in Victorville. We will be exploring ways to work with the County Department of Education in reaching out to different communities.

Finally, we will be meeting with CSUSB's Dr. Rosas to begin the process of finalizing an agreement to provide priority enrollment to students at AAE and Serrano. The ultimate goal is to provide this opportunity to all Bridge schools in the High Desert.

Thank you,

Chris Piercy

#### Special Notes Accompanying

**Internal Financial Statements** 

June 30, 2014

- 1. We have some pending issues on the depreciation schedule that may change the depreciation expense for the current year. I have selected a conservative approach for these statements
- 2. The presentation and disclosure of two major items will have to be reviewed by our auditors. We have an unrealized loss due to fair market valuing of the Interest Rate Swap of just over \$303k and we have a onetime liability and expense of over \$468k for the unqualified Voluntary Retirement Plan (VRP) extended to eight certificated staff members. In June we prepaid the 2014-15 year payment of just over \$72k. I suspect that additional disclosure and perhaps presentation will be required.
- 3. There is talk that under the new FASB and GASB accounting requirements for reporting Retirement Plan Participation, that we may be required to book an additional liability for a share of the underfunded STRS and PERS retirement plans. At this point we do not know if the reporting will be required and if so the amount of additional liability we would have to bare.
- 4. We have received funds from the state of California specifically for the Implementation of Common Core State Standards and Proposition 39 Energy Savings. The reporting issue is, are these funds Restricted Net Assets? If that is the case and I have chosen to show them as such for these statements, the net change in assets does not change. However if the funds must be treated as Deferred Revenues the net change in assets will be reduced by approximately \$288k.

3.00	The High Desert "Partnership in Academi Statement of Financial Position	c Excellence" Foundatio	on, Inc.	
	As Of June 30, 2014			
Lewis Center				
Educional Research			June 30, 2014	
	ASS	ets		
	Current Assets Cash and Cash Equivalents		\$ 2,097,281	
	Cash held in Trust		526,258	
	Accounts and Pledges Receivable		4,033,167	
	Laptop Lease Receivable Laptop Inventory		100,000	
	Prepaid Expenses		64,078	
		Total Current Assets	6,820,783	
	Non-Current Asset			
	Lease Payment Receivable - Long Ter	m	310,144	
	Unamortized Debt Issuance Costs		449,169	
	Total Non-Current Assets		759,313	
	Capital Assets			
	Cost	1	20,032,574	
	Accumulated Depreciation		(6,101,149)	
		Total Capital Assets	13,931,425	
		TOTAL ASSETS	21.511.522	
	LIABILITIES AND NET AS	CETC		
	ELABILITIES AND NET AS	5515		
	LIABILITIES			
	Current Liabilities Current Portion of Long Term Liabi	lities	440,656	
b	Accrued Payroll and Payroll Expense		795,868	
	Accounts Payable		949,564	
2	Deferred Revenue Due to Student Groups		40,589 11,659	
~~~~		otal Current Liabilities	2,238,337	
	Long Term Liabilities			
	Laptop Capital Lease Payments Le	ss Current Portion	\$ 240,748	
	Bonds Payable, Less Current Portion	n	5,380,000	
	Loans Payable, Less Current Portio	n		
		Long-Term Liabilities	5,620,748	
			7 950 095	
		TOTAL LIABILITIES	7,859,085	
	NET ASSETS			
	Unrestricted Temporarily Restricted		13,150,545 425,427	
	Permanently Restricted		425,427 76,464	
	•	TOTAL NET ASSETS	13,652,437	
	ማሪካተል፤ ፤ ነልኮታ፣ ማ		21 511 522	
		IES AND NET ASSETS	21.511.522	



.ew

	The High Desert "Partnership in Academic Excellence" Foundation, Inc Statement of Activities For the Year Ended June 30, 2014		
vis Center atonal Research			Temporarily
		Unrestricted	Restricted
	REVENUES, GAINS, AND OTHER SUPPORT		
	Federal Special Education National School Lunch Other Federal Revenues State General Purpose Apportionment	8,107/ 10,792,445	\$ 209,865 \$ 228,467 174,322
	District In-Lieu Property Tax State Categorical Funding Lottery State Special Education Class Size Reduction	684,184 1,516,289 236,724	62,246 849,672
	Other State Revenues Donations Donations - In-Kind Student Activities	257,503 80,266 125,791	564,371 166,793 882,767
	Class Fees Food Services Unrealized Gain/Loss on Asset Valuation Other Local Revenues	75,934 49,086 (303,245) 410,047	
	Interest Earned Net Assets Released From Restrictions:	31,615	221
	Other Federal Restricted Funds Net Common Core Implementation Lottery Special Education Food Services	174,322 275,790 62,246 1,059,537 297,407	- (174,322) (275,790) (62,246) (1,059,537) (297,407)
	Restricted Donations	980,939	(980,436)
	EXPENSES	16,814,986	357,926
	Certificated Salaries Classified Salaries Benefits	7,016,747 2,951,967 3,159,933	
	Total Salaries and Repofits	12 120 640	

3,159,933 Total Salaries and Benefits 13,128,648 13,128,648 Books and Supplies 1,315,072 1,315,072 Services, Other Operating Expenses 1,410,349 1,410,349 Free Use of Facilities - Apple Valley School District 882,767 882,767 Capital Outlay Debt Service 212,085 212,085 Amortization of Bond Cost 15,760 15,760 Depreciation 470,062 470,062 I otal Expenditures 17,434,742 -17,434,742 Net Change in Assets (619,757) 357,926 (413) (262, 244)Net Assets Beginning of Year 13,770,302 67,501 76,877 13,914,681 as originally stated Adjustment for restatement (Note ) -\_ -Net Assets Beginning of Year, as restated 13,770,302 67,501 76,877 13,914,681 Net Assets End of Year 13.150.545 425.427 76.464 13.652.437

Permanently

Restricted

Total

209,865

228,467

182,429 10,792,445 684,184 1,516,289 298,970

849,672

821,874

247,059

882,767 125,791 75,934

118,027 (303,245) 410,047

31,925

17,172,498

7,016,747 2,951,967

\$

90

(503)

(413)



	nt of Cash Flows	
For the	Year Ended June 30, 2014	
Lewis, Center Eduzioaal Resurch		
Educational Research		
CASH	FLOWS FROM OPERATING ACTIVITIES	
Increase	e in Net Assets	\$ (262,244)
-	ents to reconcile increase (decrease) in	
	ts to net cash provided (used) by	
operauli	g activities	
Depr	eciation and Amortization	485,822
	(	
	rease) Decrease in operating assets:	
	Accounts Receivable Stores Inventory	1,678,172 75,890
	Prepaid Expense	(12,365)
	ease (Decrease) in operating lisbilities:	(63,866)
	Accrued Payroll and Payroll Expenses	8,089
	accounts Payable	202,544
	Deferred Revenue Due to Student Groups	(380,917)
_	VIOr	(7,200)
	Net Cash Provided by Operating Activities	1,723,925
CASH	FLOWS FROM INVESTING ACTIVITIES	
Purchase	e of Equipment, Furniture and Building	
Improve		(2,738,751)
	Net Cash Used by Investing Activities	(2,738,751)
N.		
CACILI		
CASH	FLOWS FROM FINANCING ACTIVITIES	
	tional Laptop Lease nents on Outstanding Loans	234,344 (493,581)
Payin		(100,001)
	Net Cash Used by Financing Activities	(259,237)
	Net Increase in Cash	(1,274,064)
	BEGINNING CASH	3,897,602
	ENDING CASH	2,623,538
Cunnlin	ontal Pequirad Disclosuras	



The High Desert "Partnership in Academic Excellence" Foundation, Inc. Notes to Financial Statements As Of June 30, 2014

#### NOTE 2 - Cash and Cash Equivalents

The organization maintains accounts at several banks as follows, Union Bank being the primary desository.

As described below the organization entered into an agreement with Union whereby its existing note payable secured by a deed of trust on real estate in Apple Valley, Ca., along with a Line of Credit and a line of credit were retired. New obligations were issued. As part of the refinancing, the organization entered into a building contract to construct a gymnasium on its Apple Valley Campus. During the construction and the first years under the debt obligation, Union Bank is acting as trustee of funds set aside for the construction and payment of obligation debt and interest. The accounts involved are listed below as Cash and Equivalents Held by Trustee Bank. All of the funds in the accounts are invested in Blackrock Liquidity Fund T Fund Dollar MMKT Shares. Each share is valued at \$1 and there is no gain or loss on the transactions.

of 1055 off the transactions.			£ 11
	Bal	lance at June 30,	2014
Union Bank	\$	1,971,659	ŧ (
Union Banc Investment (short term CD)		7	
Union Bank Corporate Trust Department		526,258	
Desert Community Bank		76,115	
Bank of American Fork		49,500	
	\$	2,623,538	
	-		
NOTE 3 - Accounts Receivable			
			/ /
Accounts receivable as of June 30, 2014 consist of the	e fo	llowing:	
Federal Government:		11/m	
Title I	\$	50,537	
Title II	\$	V / (-	
Title III	\$	-	1
Other	\$	1-	
Special Education	1		
School Lunch and Breakfast Program	\$	11,140	
State Government			
Apportionment	\$	3,178,693	
Categorical Block Grant	\$	215,029	
Special Education	\$	212,703	
Lottery	\$	115,493	
Common Core			
Other State	\$	636	
Local			
Laptop Lease	\$	410,144	
Property Tax	\$	-	
Other Local	\$	48,936	
	\$	4,243,311	

Pledges receivable as of June 30, 2014 consist of the following:

Pledges Receivable

200,000

#### NOTE 4 - Capital Assets

NOTE 4 - Capital Assets A schedule of changes in capital assets for the perior	d ended June 30,	2014 is shown bel	ow:	X
	Balance,July 1, 2013	Additions	Retirements	Balance,June 30, 2014
Capital assets not being depreciated: Land Work in Progress Total capital assets not being depreciated	\$ 798,729 <u>2,111,881</u> 2,910,610	(2,036,881) (2,036,881)		\$ 798,729 75,000 873,729
Total capital assets not being depreciated	2,910,010	(2,030,881)		8/3,/29
Capital assets being depreciated: Buildings and improvements Furniture, and equipment Leasehold improvements Cassini documentary Total capital assets being depreciated	10,320,665 1,774,336 2,098,889 193,273 14,387,162	924,538		14,167,809 1,774,336 3,023,427 <u>193,273</u> <u>19,158,845</u>
Accumulated depreciation for: Buildings and improvements Furniture, and equipment Leasehold improvements Cassini documentary Total accumulated depreciation Total capital assets being depreciated, net	(3,119,093) (1,560,258) (758,463) (193,273) (5,631,087) 8,756,075	) (22,339) ) (114,790) ) ) (470,062)	2	(3,452,025) (1,582,598) (873,253) (193,273) (6,101,149) 13,057,696
Total capital assets, net	<u>\$ 11,666,685</u>	\$ 2,264,740	<u>\$</u>	<u>\$ 13,931,425</u>
NOTE 5 - Accounts Payable	A			
Accounts payable as of June 30, 2014 consist of the Trade Accounts Interest Payable Accrued Prior period Administrative Oversig San Bernardino County Office of Pu Unrealized Liability for Interest Rate Swap O Unqualified Voluntary Retirement Plan Total Cost Less Paid	ht Fee Iblic Instruction	\$ 67,054 23,000 157,942 303,245 ) <u>398,323</u> 949,564		

NOTE 5 - Long Term Debt	Balance,July 1,			Balance,June	Due within
Long-Term Liabilities	2013	Additions	Deductions	30, 2014	1 Yr.
Bonds Payable Charter School Revolving Loan Line of Credit	5,640,000 50,000 -	-	125,000 50,000	5,545,000	(135,000)
Capital Lease	694,508	234,344	382,448	546,404	(305,656)
Totals	\$ 6,384,508	\$ 234,344	\$ 557,448	\$ 6,061,404.	\$ (440,656)
A-Bank Loan B-Bonds				S	
Following is a schedule of principal payments due Fiscal Year Ending June 30,	under the agreem	ient:	$\square$		
2015 2016 2017 2018 2019 2020-2024 2025-2029 2030-2034	135,000 140,000 120,000 125,000 130,000 740,000 890,000 1,070,000				
2035-2039 2040-2042 Total	1,280,000 885,000 5,515,000				
D-Capital Leases	0				
Following is a schedule of payments under Capital	Phase 10	Phase 2	Phase 3	Phase 4	Phase 5
Fiscal Year Ending June 30, 2014 2015 2016	Amount \$ 32,292 32,292 24,231	Amount	Amount \$ 237	Amount \$ 58,488 	Amount
Total Continued	88,815		237	58,488	
Fiscal Year Ending June 30, 2014 2015 2016	Phase 6 Amount \$ 45,072 \$ 18,759 \$ -		Phase 8 Amount \$ 22,056 \$ 22,056 \$ 3,696	Phase 9 Amount \$ 23,760 \$ 23,760 \$ 11,903	\$ 200,917
Total	63,831	212,995	47,808	59,423	546,404

Temporarily Restricted Net Assets consist of the following at June 30, 2014

Restricted Capital Campaign Donations	\$ 107,690
Restricted Scholarship Donations	\$ 29,468
Net Unspent State Funds	\$ 288,581.00
Total Temporarily Restricted Net Assets	\$ 425,739

Permanently restricted assets are those net assets not available for expenditures, but the Organization may spend the interest thereon. Permanently restricted net assets as of June 30, 2014 are as follows:

HIDAS Endowment Davis Aeronautics	\$ 64,048 12,416

Total Permanently Restricted Net Assets \$ 76,464

NOTE 7 - Contributions

Donations consist of cash and non-cash donations. The following were recorded as public supported donations during the fiscal year:

Cash Contributions FMV of Donated Facilities	\$ 247,059 882,767
Total Public Support Donations	\$1,129,826

#### Foundation Board, AAE School Board Committee and NSAA School Board Committee Joint Attendance Log 2014

	January	February	March Combined	April	Мау	Special May Meeting	June Combined	August	September Combined	October	November	December Combined	% of Attendance To Date
Bud Biggs			Present			Present	Present						100%
Duberly Beck	Present	Present	Present	Present	Present	Present	Present	Present					100%
Buck Goodspeed			Present			Present	Present						100%
Regina Bell			Present			Present	Present						100%
Andrew Jaramillo	Present	Present	Present	Present	Present	Present	Present	Present					100%
Kirtland Malhum			Present			Present	Present						100%
Tom Rosenbaum							Present	Present					100%
Scott Johnson	Present	Present	Present	Present	Present	Absent	Present	Present					88%
Marcia Vargas	Present	Present	Present	Present	Present	Absent	Present	Present					88%
Rick Wolf	Absent	Present	Present	Present	Present	Present	Absent	Absent					83%
Kevin Porter	Present	Absent	Present	Present	Present	Present	Present	Absent					75%
David Bains	Present	Present	Absent	Absent	Present	Present	Present	Present					75%
Jack Hamilton			Present			Absent	Present						67%
Donna Siegel			Present			Absent	Present						67%
Jose Palavox	Present	Present	Present	Absent	Absent	Present	Present	Absent					63%
Russell Stringham	Present	Present	Present	Absent	Present	Absent	Present	Absent					63%
Robert Lovingood	Present	Absent	Absent	Present	Absent	Absent	Absent	Absent					25%

## Regular Joint Meeting of the High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors Academy for Academic Excellence School Board Committee and Norton Space and Aeronautics Academy School Board Committee

#### Minutes June 9, 2014

## 1.0 Call to Order

Chairman Bud Biggs called the meeting to order at 9:06 a.m.

## 2.0 Roll Call

Foundation Board Members David Bains, Duberly Beck (by phone), Bud Biggs, Regina Bell, Buck Goodspeed, Jack Hamilton, Andrew Jaramillo, Scott Johnson (by phone), Kirt Mahlum, Jose Palafox, Kevin Porter, Tom Rosenbaum, Donna Siegel, Russell Stringham and Marcia Vargas were present.

Foundation Board Members Robert Lovingood and Rick Wolf were absent.

AAE School Board Committee Members David Bains, Jose Palafox, Kevin Porter, Russell Stringham and Rick Wolf were present.

AAE School Board Committee Member Robert Lovingood was absent.

NSAA School Board Committee Members Duberly Beck (by phone), Andrew Jaramillo, Scott Johnson (by phone), Tom Rosenbaum and Marcia Vargas (by phone) were present.

Staff members Cheryl Dale, Ryan Dorcey, Darren Dowd, Teresa Dowd, Guadalupe Girard, Lisa Lamb, Rick Piercy, Paul Rosell, Gordon Soholt and Jim Southwick were also present.

Andrea Tennyson represented the San Bernardino County Superintendent of Schools.

#### 3.0 <u>Public Comments</u>: None

## 4.0 Special Presentations/Announcements: None

#### 5.0 <u>Correspondence</u>:

.01 SBCSS NSAA Oversight Evaluation was included in the packet. It was a positive visit and the County is recognizing us as one of their schools and providing support.

## 6.0 <u>Discussion Items</u>:

**.01** Jim Southwick provided an overview of Bridge. Bridge meets the State's SB1456 requirements and through My Mentor provides lessons in college and career exploration. VVC received the Pathway Grant of which we will have an advisory role. There are new colleges and high schools coming into the program, including a MOU with San Bernardino City Unified School District and CSUSB. We are currently developing pipelines and getting ready for the fall kick-off.

## 7.0 <u>Information</u>

.01 Staff reports were included in the packet.

- .02 Internal financials were included in the packet.
- **.03** 2014-15 Board Meeting Schedules were included in the packet.
- .04 Foundation Board Attendance Log was included in the packet.
- **.05** Rick Piercy reported that construction at NSAA has been problematic with the City of SB. We have been working on solutions but cannot put in the 3 additional portables for next year until issues are resolved. The field should be done over the summer.

At AAE we are still working on the light and purchasing right-of-ways. The new parking lot at MRC will begin this Friday and the on campus road will be widened for the traffic flow. The new portables are arriving, Mineral City has been moved, and the gristmill and water tower will come at a later date. Edison will be putting 4 poles underground as well. We are also still working on the Desert Knolls Wash project, including the bridge over the wash, the light on Highway 18, and possible college on the other side. We have met with one college to see what the interest would be. Andy Jaramillo suggested surveying the high school students regarding their interest in attending a college on campus.

- **.06** Lisa Lamb reported that AAE staff has been working on PLC (Professional Learning Community) and end of year assessments. They will also do assessments for new students coming in at the beginning of the year. Graduation is this Friday at HDC and Kindergarten, 6<sup>th</sup> and 8<sup>th</sup> grade promotions are this week. Senior awards were held last night and they have earned over \$900K in scholarships. Varsity boys baseball made it to the semi-finals and athletics set a lot of records this year. ROTC earned Distinguished Unit with Merit again and is in the top 9% of all units worldwide. We are one of only 2 charter schools in the country to have ROTC.
- **.07** Lupita Girard reported that NSAA is also wrapping up the year with award ceremonies this week. The carnival was a big success and \$7K was raised by PTO.

# 8.0 <u>Standing Board Committee Reports</u>

- .01 (a) Budget/Audit Committee Russell Stringham reported the committee met and recommends that the Board approve the budget.
  - (b) Fundraising Committee Donna Siegel asked the Board to Save the Date for Rick Piercy's retirement party on August 16, 2014. A formal invitation will be forthcoming.
  - (c) Personnel Committee Cheryl Dale reported that Stacy had her baby and that she, Brook and Rebecca have been busy hiring new staff.
- 9.0 <u>Staff Comments</u>: Gordon thanked Administration for their hard work at this busy time of year.
- **10.0** <u>Board Member Comments</u>: The commencement speech at the University of Texas by Admiral McRaven on steps to being a successful person was recommended for teachers and students to view.

## 11.0 Foundation Board Consent Agenda

On a motion by Regina Bell, seconded by Kevin Porter, vote 14-0 (Duberly had stepped out of the room), the Foundation Board of Directors approved Consent Agenda Items 11.01 - 11.05.

.01 Approve Minutes of March 10, 2014 Regular Meeting
.02 Approve July 1, 2013 through May 31, 2014 Financial Reports
.03 Approve Foundation Financial Reports for February, March and April 2014
.04 Approve 2014-15 Budget
.05 Approve BP 3330: Long Term Higher Education Use of Lewis Center Facilities

## 12.0 Foundation Board Action Items

- **.01** On a motion by Andy Jaramillo, seconded by Russ Stringham, vote 15 0, the Foundation Board of Directors ratified Tom Rosenbaum as a member of the High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors and the Norton Space and Aeronautics Academy School Board Committee.
- **.02** On a motion by Jose Palafox, seconded by David Bains, vote 15 0, the Foundation Board of Directors ratified Rick Piercy as President Emeritus, a non-paid position in which Mr. Piercy will act as advisor and consultant to the Board and Staff.

## 13.0 AAE School Board Committee Consent Agenda

On a motion by Russ Stringham, seconded by Daivd Bains, vote 5-0, the AAE School Board Committee approved Consent Agenda Items 13.01 - 13.18.

.01 Approve Minutes of May 8, 2014 Regular Meeting

.02 Approve AAE Comparatives – May 2014

- .03 Approve CARS 2014-15 Application for Funding AAE
- .04 Approve Resolution 2014-01 AAE Education Protection Account
- .05 Approve AAE Education Protection Account Computation of Spending 2014-15
- .06 Approve AFJROTC Cadet Officer Candidate Training School, July 18-19, 2014
- .07 Approve AFJROTC Cadet Advanced Leadership Training School, MRC Gym, August 8-9, 2014
- .08 Approve ASB MS Camp, Big Bear, Pine Summit, September 5-7, 2014
- .09 Approve ASB HS Camp, Big Bear, Pine Summit, September 12-14, 2014
- .10 Approve AFJROTC USS Midway, San Diego, CA, September 13-14, 2014
- .11 Approve AFJROTC Senior Cadet Trip to Hawaii, September 29-October 3, 2014
- .12 Approve AFJROTC Nellis AFB Air show, November 8-9, 2014
- .13 Approve AFJROTC Cadet Advanced Leadership Training School, MRC Gym, January 6-7, 2015
- .14 Approve AFJROTC Drill Team Competition, March 6-7, 2015
- .15 Approve Junior & Senior European Trip, March 21 April 4, 2015
- .16 Approve AFJROTC 8<sup>th</sup> Annual Leadership Camp, March 23-27, 2015
- .17 Approve CAHPERD Dance Workshop, Palm Springs Convention Center, May 1-3, 2015
- .18 Approve Yearbook Camp, Palm Springs, July 21-23, 2014

## 14.0 AAE School Board Committee Action Item

**.01** On a motion by David Bains, seconded by Russ Stringham, vote 5 - 0, the AAE School Board Committee approved the AAE LCAP. LCAP is a local control and accountability plan

that builds a professional learning community. It is a living document that is linked to the budgeting process.

### 15.0 NSAA School Board Committee Consent Agenda

On a motion by Marcia Vargas, seconded by Duberly Beck, vote 4-0 (Scott Johnson had left at this time), the NSAA School Board Committee approved Consent Agenda Items 15.01 – 15.06.

.01 Approve Minutes of April 23 and May 21, 2014 Regular Meetings

.02 Approve NSAA Finance Report – May 2014

.03 Approve CARS 2014-15 Application for Funding - NSAA

.04 Approve Resolution 2014-02 NSAA Education Protection Account

.05 Approve NSAA Education Protection Account Computation of Spending 2014-15

.06 Approve NSAA UCR Student Teacher Agreement

## 16.0 NSAA School Board Committee Action Item

**.01** On a motion by Duberly Beck, seconded by Marcia Vargas, vote 4-0 (Scott Johnson had left at this time), the NSAA School Board Committee approved the NSAA LCAP. NSAA needed to include a LEA Plan and Title I, II and III.

## 17.0 Closed Session

The Foundation Board of Directors convened into closed session at 10:55 am and reconvened into open session at 11:10 am. Bud Biggs reported that the existing litigation has been settled.

## 18.0 <u>Adjournment</u>

Chairman Biggs adjourned the meeting at 11:11 am.

## Special Meeting of the High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors

## Minutes August 5, 2014

### 1.0 Call to Order

Chairman Bud Biggs called the meeting to order at 9:07 a.m.

## 2.0 Roll Call

Foundation Board Members David Bains, Duberly Beck (by phone), Bud Biggs, Buck Goodspeed, Andrew Jaramillo, Scott Johnson (by phone), Kirt Mahlum, Jose Palafox, Kevin Porter, Tom Rosenbaum (by phone), Donna Siegel, Marcia Vargas and Rick Wolf were present.

Foundation Board Members Regina Bell, Jack Hamilton, Robert Lovingood, and Russell Stringham were absent.

Staff members Darren Dowd, Teresa Dowd, Lisa Lamb, Jim Quinn and Gordon Soholt were also present.

## 3.0 <u>Public Comments</u>: None

### 4.0 <u>Information</u>

**.01** Jim Quinn discussed the financing of the capital costs of consolidating the AAE MRC Campus. It is going slowly due to Town requirements. We will need to finance \$2 million for this project and had originally planned to use Tetra as they financed the gym equipment. The company wanted to add terms that made it very difficult such as a shorter term and a stand by cash amount of 40%. The gym stand by cash amount was only 15%. Jim has talked to Union Bank and we have a \$2 million line of credit available to use, but they said they would work with us and could give us an even better deal. Jim will work with them and bring the proposal to the September board meeting for approval.

## 5.0 Foundation Board Consent Agenda:

On a motion by Kevin Porter, seconded by David Bains, vote 13-0, the Foundation Board of Directors approved Consent Agenda Items 5.01 - 5.02.

**.01** Approve Resolution 2014-04: Accepting Charter Schools Facilities Grant, Requirements and Conditions

.02 Approve Resolution to Acquire Surplus Property

## 6.0 <u>Adjournment</u>

Chairman Biggs adjourned the meeting at 9:25 a.m.

#### Lewis Center for Educational Research Statement of Revenues and Expenditures From 7/2/2013 Through 7/1/2014

	Actuals - This Month	Actuals - Year-to-Date	Budget - Year-to-Date	Total Budget for 13/14	Percent Total Budget Remaining
Revenue					
Revenue					
Revenue	17,749,997.17	17,749,997.17	14,374,757.85	15,681,554.00	13.19%
Budget Carryover	0.00	0.00	373,495.84	407,450.00	(100.00)%
Capital Improvements	0.00	0.00	802,999.99	876,000.00	(100.00)%
Total Revenue	17,749,997.17	17,749,997.17	15,551,253.68	16,965,004.00	4.63%
Interest					
Revenue - Interest	852.72	852.72	4,583.33	5,000.00	(82.94)%
Total Interest	852.72	852.72	4,583.33	5,000.00	(82.95)%
Total Revenue	17,750,849.89	17,750,849.89	15,555,837.01	16,970,004.00	4.60%
Expense Salaries					
Certificated	7,036,747.13	7,036,747.13	6,433,846.86	7,018,742.00	(0.25)%
Classified	2,963,115.13	2,963,115.13	2,750,533.51	3,000,582.00	1.24%
Total Salaries	9,999,862.26	9,999,862.26	9,184,380.37	10,019,324.00	0.19%
Benefits					
	2,753,082.51	2,753,082.51	2,549,483.78	2,781,255.00	1.01%
Total Benefits	2,753,082.51	2,753,082.51	2,549,483.78	2,781,255.00	1.01%
Books and Supplies					
Laptop Program	1,872.66	1,872.66	0.00	0.00	0.00%
Other	1,474,790.22	1,474,790.22	1,326,430.38	1,447,015.00	(1.91)%
Total Books and Supplies Services, Other Operating Expenses	1,476,662.88	1,476,662.88	1,326,430.38	1,447,015.00	(2.05)%
	1,394,238.80	1,394,238.80	1,463,608.69	1,596,664.00	12.67%
Total Services, Other Operating Expenses	1,394,238.80	1,394,238.80	1,463,608.69	1,596,664.00	12.68%
Capital Outlay					
	2,094,465.13	2,094,465.13	909,226.07	991,883.00	(111.16)%
Total Capital Outlay Other Outgo - Debt Service	2,094,465.13	2,094,465.13	909,226.07	991,883.00	(111.16)%
	328,670.54	328,670.54	147,583.33	161,000.00	(104.14)%
Total Expense	18,046,982.12	18,046,982.12	15,580,712.62	16,997,141.00	(6.18)%

#### Lewis Center for Educational Research

Check/Voucher Register - Board Report - 10K

From 6/2/2014 Through 7/1/2014

Effective Date	Check Num	Vendor Name	Check Amount	Transaction Description
6/2/2014	32836	SBCSS	22,159.93	NSAA STRS contributions for May
6/2/2014		SBCSS	65,939.83	LCER/AAE - STRS contributions for May
6/2/2014	32841	Employment Developme	14,160.70	PIT #815-1243-6 for April
6/2/2014	32842	SBCSS	10,964.32	NSAA PERS contributions for May
6/2/2014		SBCSS	32,909.63	LCER/AAE - PERS contributions for May
6/4/2014	32855	Lindsay M. Guillen	10,940.38	Employee: 144; Pay Date: 6/4/2014
6/5/2014	32856	Mettias Law Firm	14,960.00	Attorney settlement - Guillen lawsuit
6/5/2014	32859	Architecture for Educatio	10,071.23	Progress payment for AAE portable additions
6/10/2014	32913	Highmark Group, LLC	18,744.61	Admin fee for Voluntary Retirement Program
6/10/2014	32938	UMB Bank PlanMember	70,292.29	First payment of VRP 15%
6/11/2014	32953	SISC	148,231.40	Health coverage for June 2014
6/17/2014	32979	Designs in Print	13,965.77	Balance for 2013/14 yearbook
6/17/2014	32999	San Bernardino Co Sup o	17,026.55	Norton subs for 2/1-4/30/14
6/17/2014	33000	Southern California Edison	11,958.29	Acct #2-21-356-3786
6/19/2014	33015	Conco Construction	16,640.00	Relocate 4 modular classrooms for AAE
6/23/2014	33022	Designs in Print	12,506.31	Balance for 2013/14 yearbook
6/24/2014	25563	Lewis Center for Ed Rese	72,000.00	Transfer LCER funds to Union
6/24/2014	33060	Conco Construction	16,380.00	Relocation of 3 modular classrooms
6/25/2014	33075	Conco Construction	62,774.46	Progress payment for AAE parking lot
6/27/2014	33092	SBMWD	10,355.00	8 inch Fire service installation fee
6/29/2014	33098	Lewis Center for Ed Rese	15,228.91	Carryover balances for AAE department accounts
6/29/2014	33130	Lewis Center for Ed Rese	14,098.50	Deficit carryover balance for Athletics
6/30/2014	217		166,813.44	Group: CLASS; Pay Date: 6/30/2014
7/1/2014	218		403,526.71	Group: CERT; Pay Date: 7/1/2014
Report Total			1,252,648.26	

Report Total

1,252,648.26

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#### Lewis Center for Educational Research Academy for Academic Excellence Norton Space and Aeronautics Academy Statement of Revenues and Expenditures by Period Comparative of 2011/12 and 2012/13

	07/01/2012 - 7/1/2013		07/01/2013 - 7/1/2014			
	Actuals year-to-date	Total Budget	Budget Variance	Actuals year-to-date	Total Budget	Budget Variance
Revenue						
Revenue						
Revenue	14,356,416.46	14,189,381.00	167,035.46	<u>17,749,997.17</u>	15,681,554.00	2,068,443.17
Budget Carryover	853,800.00	853,800.00	0.00	407,450.00	407,450.00	0.00
Capital Improvements				876,000.00	876,000.00	<u>0.00</u>
Total Revenue	15,210,216.46	15,043,181.00	167,035.46	19,033,447.17	16,965,004.00	2,068,443.17
Interest						
Revenue - Interest	33,430.40	25,000.00	8,430.40	852.72	5,000.00	( <u>4,147.28</u> )
Total Interest	33,430.40	25,000.00	8,430.40	852.72	5,000.00	(4,147.28)
Total Revenue	15,243,646.86	15,068,181.00	175,465.86	19,034,299.89	16,970,004.00	2,064,295.89
Expense						
Salaries						
Certificated	6,055,434.20	6,158,416.00	102,981.80	7,036,747.13	7,018,742.00	(18,005.13)
Classified	2,663,933.77	2,717,594.00	53,660.23	2,963,115.13	3,000,582.00	37,466.87
Total Salaries	8,719,367.97	8,876,010.00	156,642.03	9,999,862.26	10,019,324.00	19,461.74
Benefits	2,429,610.04	2,585,375.00	155,764.96	2,753,082.51	2,781,255.00	<u>28,172.49</u>
Books and Supplies	1,489,045.32	1,275,998.00	(213,047.32)	1,476,662.88	1,447,015.00	( <u>29,647.88</u> )
Services, Other Operating Expenses	1,653,843.53	1,438,998.00	(214,845.53)	1,394,238.80	1,596,664.00	<u>202,425.20</u>
Capital Outlay	491,844.03	342,000.00	(149,844.03)	2,094,465.13	991,883.00	( <u>1,102,582.13</u> )
Other Outgo	<u>2,016,139.17</u>	292,750.00	<u>(1,723,389.17)</u>	328,670.54	161,000.00	( <u>167,670.54</u> )
Total Expense	<u>16,799,850.06</u>	14,811,131.00	( <u>1,988,719.06</u> )	18,046,982.12	16,997,141.00	( <u>1,049,841.12</u> )

#### Lewis Center for Educational Research

#### Statement of Revenues and Expenditures

From 7/2/2013 Through 7/1/2014

	Bridge	AAE	Global Ops	NSAA	Operating	IT	Foundation	Total
Revenue								
Revenue								
Revenue	142,109.00	12,121,017.54	64,649.12	5,411,075.42	9,739.19	1,298.26	108.64	7,749,997.17
Total Revenue	142,109.00	12,121,017.54	64,649.12	5,411,075.42	9,739.19	1,298.26	108.64	7,749,997.17
Interest	,	,,	,	-,	-,	.,		.,,
Revenue - Interest	0.00	0.00	0.00	0.00	852.72	0.00	0.00	852.72
Total Interest	0.00	0.00	0.00	0.00	852.72	0.00	0.00	852.72
Total Revenue	142,109.00	12,121,017.54	64,649.12	5,411,075.42	10,591.91	1,298.26	108.64	7,750,849.89
Expense								
Salaries								
Certificated	59,499.92	4,711,176.07	2,500.00	1,934,069.15	329,501.99	0.00	0.00	7,036,747.13
Classified	0.00	1,122,206.77	161,321.30	510,701.45	857,137.59	311,748.02	0.00	2,963,115.13
Total Salaries	59,499.92	5,833,382.84	163,821.30	2,444,770.60	1,186,639.58	311,748.02	0.00	9,999,862.26
Benefits								
	2,322.32	1,509,428.66	61,692.90	652,422.80	423,725.15	103,490.68	0.00	2,753,082.51
Total Benefits	2,322.32	1,509,428.66	61,692.90	652,422.80	423,725.15	103,490.68	0.00	2,753,082.51
Books and Supplies								
Laptop Program	0.00	0.00	0.00	0.00	0.00	1,872.66	0.00	1,872.66
Other	8,302.78	707,282.05	20,688.59	442,059.60	179,733.56	116,723.64	0.00	1,474,790.22
Total Books and Supplies	8,302.78	707,282.05	20,688.59	442,059.60	179,733.56	118,596.30	0.00	1,476,662.88
Services, Other Operating Expenses								
	21,219.16	262,936.41	9,043.33	325,495.52	599,830.08	175,714.30	0.00	1,394,238.80
Total Services, Other Operating Expenses	21,219.16	262,936.41	9,043.33	325,495.52	599,830.08	175,714.30	0.00	1,394,238.80
Capital Outlay								
	12,420.00	333,533.02	0.00	830,303.89	867,663.40	50,544.82	0.00	2,094,465.13
Total Capital Outlay	12,420.00	333,533.02	0.00	830,303.89	867,663.40	50,544.82	0.00	2,094,465.13
Other Outgo - Debt Service								
	0.00	0.00	0.00	50,635.00	278,035.54	0.00	0.00	328,670.54
Total Expense	103,764.18	8,646,562.98	255,246.12	4,745,687.41	3,535,627.31	760,094.12	0.00	8,046,982.12

**-** ·

#### Lewis Center for Educational Research

Balance Sheet As of 7/1/2014

	Current Year
Assets	
Union-Checking	1,046,073.57
Union-Savings	250,351.76
Other-Checking	2,236,344.66
Other-Savings	0.00
DCB-NASA	5,754.58
DCB-CD	0.00
Petty Cash	20,809.11
Union Bank Trust Accounts	20,314.24
Accounts Receivable	222,344.66
Prepaid Expenses	17,624.24
Fixed Assets	11,191,071.91
Total Assets	15,010,688.73
Liabilities and Net Assets	
Accounts Payable Vendor	177,185.62
Accounts Payable - CDE	0.00
Other Liability	459,800.48
Long Term Debt	5,700,000.00
Fund Balance	10,564,939.78
Excess Revenues over Expenditures	(1,694,418.51)
Total Liabilities and Net Assets	15,207,507.37

#### THE HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE COMBINED BALANCE SHEET AND INCOME STATEMENT May 1 - May 31, 2014

\$2,545.19

\$1,486.29

\$7,473.47

\$2.471.94

\$9,532.63

\$0.00

\$18.00

\$96.62

\$100.00

\$400.00

\$4,016.80

\$704.29

\$699.33

#### CHECKING (HIGH DESERT PARTNERSHIP)

#### **Beginning Balance**

Revenue			
Transfer from Savings	\$1,000.00		
Overdraft Charge Refund	\$33.00		
Transfer from Savings - SLT	\$4,635.86		
Total	\$5,668.86		
Expenditures			
Overdraft Charge	\$33.00		
Equipment Raw - NSAA Monkey Bars - Opportunity Grant	\$2,369.25		
Engraved Bricks - Brick Orders	\$183.00		
AAE - SLT Expenses	\$1,174.50		
Charlotte Street - SLT Expenses	\$3,461.36		
Total	\$7,221.11		
nding Balance	Tot	al \$992.9	94

#### SAVINGS (HIGH DESERT PARTNERSHIP)

Beginning Balance	
Unrestricted Funds	\$53,688.71
Restricted Funds - HiDAS Endowment	\$64,035.60
Restricted Funds - Davis Endowment	\$12,413.76
Restricted Funds - Board Scholarship	\$1,386.29
Restricted Funds - AAE Staff Scholarship	\$699.33
Restricted Funds - Mike Klein Teacher Scholarship	\$7,473.47
Restricted Funds - Rick Piercy Scholarship	\$2,471.94
Restricted Funds - IT Scholarship	\$704.29
Restricted Funds - Damiani Scholarship	\$181.75
Restricted Funds - Senior Leadership Team	\$11,094.49
Restricted Funds - Bodhi Award Scholarship	\$0.00
Restricted Funds - Daniel Kobold Scholarship	\$18.00
Restricted Funds - Schools First Scholarship	\$0.00
Restricted Funds - AAE PTC Scholarship	\$4,016.80
Restricted Funds - Capital Campaign AAE	\$146,198.55
Restricted Funds - Capital Campaign AAL Restricted Funds - Capital Campaign NSAA	\$96.62
Restricted Funds - California Writer's Club	\$90.02
Restricted Funds - Apple Valley Legacy Trail Organization	\$0.00
	\$304,579.59

Revenue	
SLT	\$3,074.00
School's First Scholarship	\$400.00
Foundation Board Scholarship	\$100.00
Damiani Scholarship	\$5,000.00
Interest	\$25.08
Total	\$8,599.08
Expenditures	
Transfer to Checking - SLT Expenses	\$4,635.86
Transfer to Checking - Brick Order	\$183.05
Transfer to Checking	\$816.95

## Total

#### \$5,635.86 Ending Balance \$52,876.78 Unrestricted Funds **Restricted Funds - HiDAS Endowment** \$64,041.87 Restricted Funds - Davis Endowment \$12,415.01 Restricted Funds - Foundation Board Scholarship Restricted Funds - AAE Staff Scholarship Restricted Funds - Mike Klein Teacher Scholarship Restricted Funds - Rick Piercy Scholarship Restricted Funds - IT Scholarship \$5,181.75 Restricted Funds - Damiani Scholarship Restricted Funds - Senior Leadership Team Restricted Funds - VPA Scholarship (Bodhi Award) Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship Restricted Funds - AAE Capital Campaign \$146,028.04 Restricted Funds - NSAA Capital Campaign Restricted Funds - California Writer's Club Total \$307,542.81 Total Checking and Savings \$308,535.75

#### THE HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE COMBINED BALANCE SHEET AND INCOME STATEMENT June 1 - June 30, 2014

#### CHECKING (HIGH DESERT PARTNERSHIP)

CHECKING (HIGH DESERT PARTNERSHIP)			
Beginning Balance			\$992.94
Povonuo			
Revenue Transfer from Savings	\$56,794.15		
Total	\$56,794.15	-	
Expenditures			
LCER - Capital Campaign Expenses	\$40.000.00		
Reimburse payment for "The Butterfly Effect"	\$991.15		
AAE ASB - SLT Expenses	\$710.00		
Azusa Pacific Univ Found. Board and Peacock/Casillas Scholarship UC Riverside - Kobold Scholarship - Katie Villalobos	\$1,000.00 \$150.00		
Cal Poly Pomona - AAE Staff Scholarship - Keaton Cornell	\$500.00		
CSU Stanislaus - SLT Scholarship - Timothy Thymes	\$500.00	-	
Total	\$43,851.15	<b>T</b>	<b>\$10,005,01</b>
Ending Balance		Total	\$13,935.94
SAVINGS (HIGH DESERT PARTNERSHIP)			
Beginning Balance			
Unrestricted Funds			\$52,876.78
Restricted Funds - HiDAS Endowment			\$64,041.87
Restricted Funds - Davis Endowment Restricted Funds - Board Scholarship			\$12,415.01 \$1,486.29
Restricted Funds - AAE Staff Scholarship			\$699.33
Restricted Funds - Mike Klein Teacher Scholarship			\$7,473.47
Restricted Funds - Rick Piercy Scholarship			\$2,471.94
Restricted Funds - IT Scholarship Restricted Funds - Damiani Scholarship			\$704.29 \$5,181.75
Restricted Funds - Senior Leadership Team			\$9,532.63
Restricted Funds - Bodhi Award Scholarship			\$0.00
Restricted Funds - Daniel Kobold Scholarship			\$18.00 \$400.00
Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship			\$400.00 \$4,016.80
Restricted Funds - Capital Campaign AAE			\$146,028.04
Restricted Funds - Capital Campaign NSAA			\$96.62
Restricted Funds - California Writer's Club Scholarship			\$100.00 \$307,542.81
			\$001,042.01
Revenue	<b>A</b> aa <b>-</b> aa		
VPA Scholarship (Bodhi Award) California Writer's Club Scholarship	\$937.00 \$550.00		
International Footprints Association Scholarship	\$2,000.00		
Donations - AAE Capital Campaign	\$1,650.00		
Bear Sales - NSAA	\$30.00		
AAE Staff Scholarship Kobold Scholarship	\$310.00 \$300.00		
Donations	\$1,118.88		
Interest	\$24.41	_	
Total	\$6,920.29		
Expenditures			
SLT Expenses	\$1,210.00		
AAE Staff Scholarships	\$1,000.00		
AAE PTC Scholarships California Writer's Club Scholarships	\$1,500.00 \$450.00		
San Manuel Scholarship	\$5,000.00		
Kobold Scholarship	\$150.00		
Foundation Board Scholarship	\$500.00		
Edison International Scholarship Peacock/Casillas Scholarship	\$5,000.00 \$500.00		
The Butterfly Effect - Books for 2014 Seniors - Donated \$	\$991.15		
Capital Campaign - Shade Covers and Scoreboard	\$40,000.00		
Educational Activity Grant	\$493.00	-	
Total	\$56,794.15		
Ending Balance			
Unrestricted Funds			\$44,046.39
Restricted Funds - HiDAS Endowment Restricted Funds - Davis Endowment			\$64,047.97 \$12,416.23
Restricted Funds - Foundation Board Scholarship			\$986.29
Restricted Funds - AAE Staff Scholarship			\$9.33
Restricted Funds - Mike Klein Teacher Scholarship Restricted Funds - Rick Piercy Scholarship			\$7,473.47 \$2,471.94
Restricted Funds - IT Scholarship			\$704.29
Restricted Funds - Damiani Scholarship			\$5,181.75
Restricted Funds - Senior Leadership Team Restricted Funds - VPA Scholarship (Bodhi Award)			\$8,322.63 \$937.00
Restricted Funds - VFA Scholarship (Bourn Award) Restricted Funds - Daniel Kobold Scholarship			\$168.00
Restricted Funds - Schools First Scholarship			\$400.00
Restricted Funds - AAE PTC Scholarship			\$2,516.80
Restricted Funds - AAE Capital Campaign Restricted Funds - NSAA Capital Campaign			\$107,690.24 \$96.62
Restricted Funds - California Writer's Club Scholarship			\$200.00
		Total	\$257,668.95
Total Checking and Savings			\$271,604.89
rotar oncoming and Savings			Ψ211,004.03

#### THE HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE COMBINED BALANCE SHEET AND INCOME STATEMENT July 1 - July 31, 2014

#### CHECKING (HIGH DESERT PARTNERSHIP)

CHECKING (HIGH DESERT PARTNERSHIP)		
Beginning Balance		\$13,935.94
Revenue		
Transfer from Savings	\$17,337.00	
Retirement Party	\$1,890.00	
Total	\$19,227.00	
Expenditures		
Grand Canyon Univ AAE PTC Scholarship - Zach Martindale CSU Long Beach - AAE PTC Scholarhsip - Nick Vonk	\$500.00 \$500.00	
Biola University- AAE PTC & CA Writer's Scholarship - Emily Payne	\$600.00	
UC Irvine - San Manuel & CA Writer's Scholarship - Melissa Anjejo	\$5,300.00	
Cal Baptist - CA Writer's Scholarship - Jennifer Lee Grand Canyon Univ AAE Staff Scholarship - Isabella Barron	\$50.00 \$500.00	
UCLA - Edison Scholarship - Kevin Crosson	\$5,000.00	
Concordia University - AAE PTC Scholarship - Chandler Hanson	\$500.00	
UNLV - CA Writer's Scholarship - Lauren Miranda Grand Canyon Univ SLT Scholarship - Jocelyn Ouzts	\$200.00 \$250.00	
Rosetta Stone Ltd Educational Activity Grant - NSAA	\$447.00	
LCER - AAE Marquee - Capital Campaign Total	<u>\$10,000.00</u> \$23,847.00	
Ending Balance	Total	\$9,315.94
SAVINGS (HIGH DESERT PARTNERSHIP)		
Beginning Balance		
Unrestricted Funds Restricted Funds - HiDAS Endowment		\$44,046.39 \$64,047.97
Restricted Funds - HIDAS Endowment Restricted Funds - Davis Endowment		\$64,047.97 \$12,416.23
Restricted Funds - Board Scholarship		\$986.29
Restricted Funds - AAE Staff Scholarship Restricted Funds - Mike Klein Teacher Scholarship		\$9.33 \$7,473.47
Restricted Funds - Rick Piercy Scholarship		\$2,471.94
Restricted Funds - IT Scholarship Restricted Funds - Damiani Scholarship		\$704.29 \$5,181.75
Restricted Funds - Senior Leadership Team		\$8,322.63
Restricted Funds - Bodhi Award Scholarship Restricted Funds - Daniel Kobold Scholarship		\$937.00 \$168.00
Restricted Funds - Schools First Scholarship		\$400.00
Restricted Funds - AAE PTC Scholarship		\$2,516.80
Restricted Funds - Capital Campaign AAE Restricted Funds - Capital Campaign NSAA		\$107,690.24 \$96.62
Restricted Funds - California Writer's Club Scholarship		\$200.00
		\$257,668.95
Revenue		
AAE Capital Campaign Facility Use	\$8,500.00	
General (Retirement Party)	\$60.00 \$240.00	
Interest	\$21.88	
Total	\$8,821.88	
Expenditures		
SLT Scholarship Transfer to checking (retirement party funds)	\$250.00 \$240.00	
AAE PTC Scholarship	\$500.00	
California Writer's Club Scholarship	\$200.00	
School's First Scholarship International Footprinters Scholarship	\$200.00 \$2,000.00	
Foundation Board Scholarship	\$500.00	
Damiani Scholarship Peacock/Casillas Scholarship	\$2,500.00 \$500.00	
Capital Campaign - AAE Marquee	\$10,000.00	
Educational Activity Grant	\$447.00	
Total	\$17,337.00	
Ending Balance		
Unrestricted Funds Restricted Funds - HiDAS Endowment		\$41,163.77 \$64,053.44
Restricted Funds - Davis Endowment		\$12,417.33
Restricted Funds - Foundation Board Scholarship		\$486.29
Restricted Funds - AAE Staff Scholarship Restricted Funds - Mike Klein Teacher Scholarship		\$9.33 \$7,473.47
Restricted Funds - Rick Piercy Scholarship		\$2,471.94
Restricted Funds - IT Scholarship Restricted Funds - Damiani Scholarship		\$704.29 \$2,681.75
Restricted Funds - Senior Leadership Team		\$8,072.63
Restricted Funds - VPA Scholarship (Bodhi Award)		\$937.00
		¢400.00
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship		\$168.00 \$200.00
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship		\$200.00 \$2,016.80
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship Restricted Funds - AAE Capital Campaign		\$200.00 \$2,016.80 \$106,201.18
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship		\$200.00 \$2,016.80 \$106,201.18 \$96.62 \$0.00
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship Restricted Funds - AAE Capital Campaign Restricted Funds - NSAA Capital Campaign	Total	\$200.00 \$2,016.80 \$106,201.18 \$96.62
Restricted Funds - Daniel Kobold Scholarship Restricted Funds - Schools First Scholarship Restricted Funds - AAE PTC Scholarship Restricted Funds - AAE Capital Campaign Restricted Funds - NSAA Capital Campaign	Total	\$200.00 \$2,016.80 \$106,201.18 \$96.62 \$0.00

## Lewis Center for Educational Research

## BP 1312.3: COMMUNITY RELATIONS UNIFORM COMPLAINT PROCEDURES

Adopted: June 11, 2012 2012<u>September 8, 2014</u> Revised: December 10,

The Lewis Center for Educational Research (LCER) policy is to comply with applicable federal and state laws and regulations. The LCER is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of discrimination against any protected group including actual or perceived, including discrimination on the basis of age, sex, sexual orientation, gender expression, gender identity, gender, ethnic group identification, race or ethnicity, ancestry, national origin, religion, color, or mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any LCER program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: special education, Title II, Section 504 of the Rehabilitation Act, consolidated categorical aid, No Child Left Behind, child nutrition program.

The LCER acknowledges and respects every individual's rights to privacy. Discrimination complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. While the LCER cannot guarantee anonymity of the complainant, this includes keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the CEO/President or designee on a case-by-case basis.

The LCER prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

### Compliance Officers

The Foundation Board designates the following compliance officer(s) to receive and investigate complaints and to ensure the LCER's compliance with law:

Coordinator of Uniform Complaint Procedures

CEO Executive Assistant

Child Nutrition Programs

Director, General AdministrationGA Generalist

Discrimination Issues

Manager, Director Human Resources

Special Education Programs

Director, Special Services

Lewis Center for Educational Research 17500 Mana Road Apple Valley, CA 92307 (760) 946-5414

The CEO/President or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the CEO/President or designee.

#### Notifications

The CEO/President or designee shall annually provide written notification of the LCER's uniform complaint procedures to students, employees, parents/guardians, the Foundation Board, appropriate private officials or representatives, and other interested parties.

The CEO/President or designee shall make available copies of the LCER's uniform complaint procedures free of charge.

The notice shall:

- 1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints.
- 2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable.

- 3. Advise the complainant of the appeal process pursuant to Education Code Section 262.3, including the complainant's right to take the complaint directly to the California Department of Education ("CDE") or to pursue remedies before civil courts or other public agencies.
- 4. Include statements that:
  - a. The LCER is primarily responsible for compliance with state and federal laws and regulations;
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline;
  - c. An unlawful discrimination complaint must be filed not later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the CEO/President or his or her designee;
  - d. The complainant has a right to appeal the LCER's decision to the CDE by filing a written appeal within 15 days of receiving the LCER's decision; and
  - e. The appeal to the CDE must include a copy of the complaint filed with the LCER and a copy of the LCER's decision.

## Procedures

The following procedures shall be used to address all complaints which allege that the LCER has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

## • Step 1: Filing of Complaint

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by the LCER.

A complaint alleging unlawful discrimination shall be initiated no later than six months from the date when the alleged discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, LCER staff shall assist him/her in the filing of the complaint.

## • Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the LCER's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

### • Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the LCER's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The LCER's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

## • Step 4: Response

### OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the LCER's investigation and decision, as described in Step #5 below, within 60 days of the LCER's receipt of the complaint.

## OPTION 2:

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the LCER's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60 day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the LCER's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant.

## • Step 5: Final Written Decision

The LCER's decision shall be in writing and sent to the complainant. The LCER's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.

- 2. The conclusion(s) of law.
- 3. Disposition of the complaint.
- 4. Rationale for such disposition.
- 5. Corrective actions, if any are warranted.
- 6. Notice of the complainant's right to appeal the LCER's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
- 7. For discrimination complaints arising under state law, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
- 8. For discrimination complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the LCER's expectations. The report shall not give any further information as to the nature of the disciplinary action.

## Appeals to the California Department of Education

If dissatisfied with the LCER's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the LCER's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the LCER's decision.

Upon notification by the CDE that the complainant has appealed the LCER's decision, the CEO/President or designee shall forward the following documents to the CDE:

- 1. A copy of the original complaint.
- 2. A copy of the decision.
- 3. A summary of the nature and extent of the investigation conducted by the LCER, if not covered by the decision.
- 4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.

- 5. A report of any action taken to resolve the complaint.
- 6. A copy of the LCER's complaint procedures.
- 7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the LCER when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the LCER has not taken action within 60 days of the date the complaint was filed with the LCER.

## Civil Law Remedies

A complainant may pursue available civil law remedies outside of the LCER's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints arising under state law, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the LCER has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

# Lewis Center for Educational Research

## AR 6158 INSTRUCTION INDEPENDENT STUDY PROGRAM CRITERIA FOR PARTICIPATION

Adopted: December 8, 2005

Revised: September 8, 2014

The Governing Board recognizes the value of supervised Independent Study for students in situations where their special interests, abilities, or individual needs are not being accommodated in the traditional instructional program. These students must have the willingness and ability to successfully complete the educational requirements of Independent Study.

Students who may be appropriately enrolled in Independent Study include, but are not limited to, students who:

- 1. Have an understanding of and commitment to Independent Study.
- 2. Exhibit the ability and the willingness to work independently with limited supervision by the certificated teacher.
- 3. Have learning styles that can best be met through Independent Study.
- 4. Have parents/guardians who wish to assist in the home Independent Study for their children.

Others who may benefit from Independent Study include students who:

Have received suspended expulsion (or stay of expulsion), rather than full expulsion from the Board, and have been offered Independent Study with a classroom option (i.e., enrollment at a traditional or alternative school, charter or county program, opportunity class, community day school, or continuation school).

A student who has met the criteria for participation may:

- 1. Complete a full program of courses.
- 2. Take a full program of courses and continue or take a lab class (i.e., band, chemistry) at the comprehensive school.
- 3. Complete an extra or special course outside the regular school day.

### Student Exit from Independent Study

The student or parent/guardian/caregiver may request a classroom option at any time. This request may come from the student, parent/guardian/caregiver, or school administration. The teacher, counselor or school administrator will make every effort to counsel the student and parent/guardian/caregiver to the most appropriate option. The school may request a change because:

- 1. The student is not meeting the obligations of the Independent Study Master Agreement (Family Partnership Agreement).
- 2. The student is no longer meeting the criteria for participation.

## Instruction

- 1. All Independent Study students must be enrolled in a school.
- 2. No course required for high school graduation shall be offered exclusively through Independent Study. Approved elective courses not required for graduation may be offered only in the independent study mode. Note: A student may complete an optional alternative study course as an unique elective course through independent study and not have a classroom equivalent as long as the classroom option is in place for required or district electives.
- 3. For K- 12 ADA purposes, Independent Study Teacher-ADA ratio must not exceed the baseline ratio for other instructional programs in the district.
- 4. Class size reduction funding is not available for any student enrolled in Independent Study.
- 5. Special education students (individuals with exceptional needs as defined in Education Code <u>56026</u>) must have an IEP that specifically provides Independent Study.
- 6. No funds or other things of value may be provided to Independent Study students that are not provided to other students in the school in which the student has a classroom option.
- 7. A certificated employee of the school site (or county office) will supervise, coordinate, and evaluate the study of each student engaged in Independent Study. Assistance to the student on Independent Study by any other non-certificated individual must be supervised by the designated supervising teacher or coordinated by him or her if the other individual is a certificated employee of the district (or county office).
- 8. Students engaged in Independent Study must be residents of the local county or an adjacent county.
- 9. No temporarily disabled student may receive individual instruction by means of Independent Study. Home and Hospital Instruction may not be provided through Independent Study. However, if the student/parents/guardians/caregivers and district agree, the student may instead receive instruction through Independent Study as an alternative to Home and Hospital Instruction.
- 10. To receive K-12 apportionment, students who are age 19 or 20 must have been continuously enrolled in school since their 18th birthday.
- 11. The curriculum specified in the written Independent Study Master Agreement Family Partnership Agreement) and Subsidiary Contracts shall be consistent with the Board's Policies, Administrative Regulations and Procedures for curriculum and instruction.
- 12. The curriculum shall be substantially equivalent in quality and quantity to classroom instruction.

13. As stated in the Independent Study Master Agreement (Family Partnership Agreement) the student shall have a maximum length of one month allowed between the assignment and the completion of the pupil's work. The student may be required to attend a weekly progress meeting in order to monitor progress in assigned work.

Independent Study Master Agreement (Family Partnership Agreement)

A written Independent Study Master Agreement (Family Partnership Agreement) must be executed for each participating student and must be maintained on file. The Independent Study Master Agreement (Family Partnership Agreement) requires a learning plan that represents not less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement.

The Independent Study Master Agreement (Family Partnership Agreement) shall include, but not be limited to:

- 1. General data
  - a. Name of pupil/student
  - b. Address
  - c. Grade level
  - d. School name/program placement
  - e. Birthdate
- 2. Subject(s) and course value/units/credits (other measures for elementary)
- 3. Objectives including for student's work
- 4. Method(s) of study (activities to reach objectives; e.g., read, define)
- 5. Resources including materials and personnel made available
- 6. Method(s) of evaluation
- 7. Manner of reporting (e.g., small groups, one-on-one, E-mail, FAX)
- 8. Time of meetings with the teacher and student
- 9. Location/place of the meeting
- 10. Frequency of the meetings between the teacher and student
- 11. Duration of enrollment with beginning and ending dates
- 12. Maximum length of enrollment that covers one semester or one-half year for a school on year-round calendar schedule
- 13. Dated signatures for each:
  - a. Student
  - b. Parent/Guardian/Caregiver
    - i. Caregiver Affidavit must be on file
      - ii. Not necessary if adult or Emancipated Minor
    - iii. Emancipated Minors include: married, active military or court directed
  - c. Supervising certificated teacher
  - d. Other teachers who have direct responsibility for providing assistance. Note: Independent Study Master Agreement (Family Partnership Agreement) for attendance becomes effective only when all signatures on the Independent Study Master Agreement (Family Partnership Agreement) have been signed and dated.

- 14. If Subsidiary Contracts are used such as Record of Academic Work and Assignment Summary sheets, they should be made a part of the Independent Study Master Agreement (Family Partnership Agreement) by specific reference(s).
- 15. A statement is included that identifies the number of missed assignments that will lead to an evaluation of whether the student should continue in Independent Study or return to the classroom for his or her best interest. A written report of the outcomes of any such evaluation must be retained in the student's permanent record file or folder. Note: At a minimum, permanent means for the full duration of the student's enrollment in school. It does not mean the audit file for Independent Study Master Agreement (Family Partnership Agreement).
- 16. Maximum length of time and type of program that may elapse between the date the assignment is made and the date the student must complete the assigned work.
- 17. Independent Study is a continuously voluntary, educational alternative and that a classroom option is always available.

## **Record of Academic Work/Assignment Summary Sheet**

The detailed components of the Independent Study Master Agreement (Family Partnership Agreement) will include:

- 1. Course of study/subject(s).
- 2. Objectives of the assignments.
- 3. Method of studies (activities that the student needs to complete the objectives).
- 4. Resources materials (texts, workbooks, videos, computer activities, project, etc.) and personnel who may be assisting the student to meet the objectives.
- 5. Methods of evaluation for attendance and academic credit.
- 6. Date assignment made and date assignment due.
- 7. Signature of certificated teacher or initials.
- 8. Signature of participating student and parent/guardian.

## **Student Responsibilities and Rights**

The student's legal rights and responsibilities must be identified and included in the Master Agreement. Procedures have been established that ensures a student's due process rights.

The student agrees to:

- 1. Read and understand the conditions listed on the Independent Study Master Agreement (Family Partnership Agreement).
- 2. Voluntarily sign the Independent Study Master Agreement (Family Partnership agreement).
- 3. Abide by all terms of the Independent Study Master Agreement (Family Partnership Agreement).
- 4. Complete all school intake process.
- 5. Notify school in advance for all planned missed school appointments.

- 6. Complete and submit work assignments by the due date.
- 7. Deal with incomplete assignments, as the teacher requires.
- 8. Contact the teacher or school when assistance is needed.
- 9. Ask for a classroom option whenever a student feels that Independent Study is not appropriate.

There are no excused absences in Independent Study. Students are in violation of the Independent Study Master Agreement (Family Partnership Agreement) and are subject to dismissal if they are late or absent from scheduled appointments or do not submit assigned work on time on the due dates.

The administrator shall incorporate into program procedures the appropriate use of strategies with the aim of increasing pupil achievement as well as reducing and preventing failures. They include:

- 1. A letter of concern to the student and parent if appropriate.
- 2. A specially scheduled appointment.
- 3. A special meeting with the teacher and/or counselor.
- 4. A meeting with the administrator, including the parent/guardian/ caregiver.
- 5. Placing the student on a student discipline contract.
- 6. Increasing the amount of time the student meets with a teacher or in an equivalent supervised situation.
- 7. Terminating the Independent Study Master Agreement (Family Partnership Agreement) and recommending for the student's return to a regular classroom option or other appropriate alternatives.

### **Parent Responsibilities and Rights**

The parent/guardian/caregiver must agree to:

- 1. Read and understand the conditions listed on the Independent Study Master Agreement (Family Partnership Agreement).
- 2. Abide by the terms of the Independent Study Master Agreement (Family Partnership Agreement) including a commitment to, and the support and guidance of, the student in Independent Study.
- 3. Voluntarily sign the Independent Study Master Agreement (Family Partnership Agreement).
- 4. Notify the school in advance when the student will be away from school.
- 5. Ensure student completes all assignments by the due date.
- 6. Ensure the student makes all appointments.
- 7. Furnish transportation to school when needed.
- 8. Act as a support system for the student in the discipline of completing work independently.
- 9. Understand they have the right to review the program of instruction and revoke the Independent Study Master Agreement (Family Partnership Agreement) at any time.

## **Supervising Teacher**

One of the most important components to the success of Independent Study is the selection of the teacher. An Independent Study teacher should have the following characteristics:

- 1. Have great human relation skills with the student as well as with the parent/guardian/caregiver because of the close relationship of the teacher and student.
- 2. Counselor, coach and sometimes Mom and Dad are secondary roles of a good Independent Study teacher.
- 3. A well-rounded general education background since the teacher may teach all subjects.
- 4. A high degree of organizational skills because the paper trail is so different than the classroom option.

The Independent Study shall be coordinated, evaluated, and, notwithstanding subdivision (a) of Section 46300, shall be under the general supervision of an employee of the school district or county office of education who possess a valid certification document pursuant to Section 44865 or an emergency credential pursuant to Section 44300, registered as required by law with a valid teaching credential.

The duties of the supervising teachers shall include the following:

- 1. The teacher must assign courses in areas identified in Education Code <u>44865</u> (a-f classes).
- 2. The supervising teacher must design, assign, coordinate, evaluate the work and provide general supervision of the student's Independent Study. The teacher shall:
  - a. Complete designated portions of the Independent Study Master Agreement (Family Partnership Agreement), accompanying documents, and required record keeping for student assignments and attendance credits.
  - b. Design a learning plan and assign appropriate student work that is comparable to classroom work.
  - c. Provide curriculum based on district approved Course of Study and Content Standards.
  - d. Generally, supervise student's study and evaluate coursework completed by the student.
  - e. Assess all student work for attendance credit.
  - f. Select and save representative samples of the student's completed and evaluated assignments.
  - g. Maintain and keep current any required records and files.
  - h. Determine and assign grades or other approved measures of the student's achievement when appropriate.
  - i. Keep parents/guardians informed of the student's progress when appropriate
  - j. Counsel and coach for student's success.

## Administration of Independent Study

School districts or county offices of education are not obliged to permit a student to engage in Independent Study if school officials given responsibility for the decision determine that Independent Study is not an appropriate alternative for the student.

When a district approves a Board policy to offer Independent Study, the CEO/President should assign a designee to administer and to ensure quality and legal compliance. The CEO or designee will:

- 1. Ensure that Independent Study occurs in accordance with state law and district policies and regulations.
- 2. Approve on site recommendation the participation of students requesting Independent Study.
- 3. Facilitate and monitor all paperwork and procedures for Independent Study.
- 4. Establish and maintain in a systematic manner all records required by state law and regulations.
- 5. Review an annual report by site for academic credits and attendance earned through Independent Study.
- 6. Authorize the selection of all staff members who are assigned to supervise Independent Study.
- 7. Supervise and evaluate staff.
- 8. Develop and participate in a staff development program for Independent Study.
- 9. Coordinate the preparation of all necessary records and reports.
- 10. Develop and manage the budget for Independent Study.
- <u>11.</u> Provide a smooth transition into and out of the Independent Study mode of instruction.
- 12. Ensure that not more than one day of attendance can be recorded or earned for each pupil for any calendar day on which school was in session.
- 11.13. Ensure that there is performed an evaluation of pupil work samples, bearing signed or initialed and dated notions by the supervising teacher indicating that he or she personally evaluated the work, or that he or she personally reviewed the evaluation made by another certificated teacher, and that these evaluations are retained in the file.

## Work Samples

Representative samples of original work of the student evaluated by a certificated teacher must be on file. Representative samples are defined as examples representing student work pertaining to Independent Study assignments where ADA was reported for attendance. The work samples should include the identification of the:

- 1. Required
  - a. Certificated teacher signature or initials
  - b. Date of assessment evaluation for attendance credit
- 2. Recommended

- a. Subject
- b. Student's name
- c. Date student completed the assignment
- d. Academic evaluation
- e. Notation of the assessment evaluation for attendance credit (i.e., number of days or hours)

## Attendance

Attendance procedures for Independent Study must meet the following attendance requirements:

Kindergarten 180 minutes per day

Grades 1-3 240 minutes per day

Grades 4-8 240 minutes per day

Grades 9-12 240 minutes per day

Independent Study attendance credit is based on the completed work product of the student. ADA is based on the Independent Study teacher's judgment of the time value of each work assignment. Work assignments must be equivalent to the full school day assignments that would have been required of the student if the student were in the classroom option. If the work is completed by the due date, attendance credit may be claimed, providing the student's completed work is equivalent to the minimum day for the specified grade level. For K-12 attendance is recorded in days.

Independent Study attendance must:

- 1. Be on a separate state approved attendance register.
- 2. Be approved by the State Department of Education if a school/program is using an alternative and/or computerized attendance accounting system.
- 3. Match teacher records with attendance reported.
- 4. Be recorded in whole days for apportionment of at least the applicable minimum day for K- 12 with maximum ADA of five days per week.
- 5. Never accept work after the due date for attendance credit. Student's work may be accepted for academic credit after the due date.
- 6. Never "bank" excessive days/hours of work and report them for some period of time when a student does not turn in work equal to the minimum number of days/hours.

## Records

Each school or program shall maintain records for all students using Independent Study. Units of credit in Independent Study may be applied toward promotion to the next grade or towards graduation.

The following records must be available for an audit. Records shall include, but not be limited to:

- 1. A copy of the district Board Policy, Administrative Regulations, and Procedures pertaining to Independent Study.
- 2. A file for each student containing a:
  - a. Independent Study Master Agreement (Family Partnership Agreement) and any Subsidiary Contracts
  - b. Student Record of Academic Work/Assignment Summary Sheet
  - c. Representative samples of completed work by the student and evaluated by a certificated teacher.
  - d. Record of attendance credits, grades, and other evaluations of Independent Study assignments.
  - e. Student transcript for high school students
- 3. A list of all students, by grade level program or school, who have participated or are currently participating in Independent Study, showing "credits attempted" and "awarded to" each student and a record of the student's attendance.
- 4. An attendance register for Independent Study separate from the register(s) used for regular classroom attendance.

All records (except the student transcripts which are kept permanently) are to be kept for three years and made available for auditing.

# Lewis Center for Educational Research

#### **BP 6158:** INSTRUCTION INDEPENDENT STUDY PROGRAM

#### Adopted: September 8, 2014

**Revised:** 

The Governing Board authorizes Independent Study as an optional alternative instructional strategy for students in any school K-12 in the organization. Independent Study provides a means for students to achieve curriculum objectives and meet graduation requirements outside the regular classroom. For the purpose of this policy, the terms "student" and "pupil" are synonymous.

Independent Study is a continuously voluntary, educational alternative in which no student may be required to participate. Instruction may be provided only if the student is offered a classroom option that is always available.

Independent Study shall offer a means of individualizing an educational learning plan for students whose needs may be best met through study outside of the regular classroom setting. The organization shall provide and ensure Independent Study students the same access to existing services and resources as are available to all other students in the school in which the Independent Study students are enrolled.

The President/CEO or designee shall determine that the prospective Independent Study student understands the organization's requirements for Independent Study and is prepared to meet them. The President/CEO or designee shall guarantee that each participating student has an executed written Independent Study Agreement as prescribed by law. The Independent Study strategy requires a written agreement with all of the required components, agreed to by the student, parent/guardian/ caregiver, certificated employee, and all other persons who have direct assistance to the student. Individual Independent Study agreements including any Subsidiary Contract must be consistent with the organization's adopted course of study.

To help each student succeed in Independent Study, the Board establishes the maximum length of time, by grade level and type of program, which may elapse between the time an Independent Study assignment is made and the date by which the student must submit the assigned work.

The President/CEO or designee may extend the maximum length of an assignment when circumstances justify a longer time to a period not to exceed eight weeks pursuant to a written request.

When any student fails to complete three consecutive assignments in one attendance period, the President/CEO or designee shall conduct an evaluation to determine whether it is in the student's best interest to remain in Independent Study. A written report shall be kept in the student's folder and/or permanent file.

The President/CEO or designee shall establish administrative regulations to implement Independent Study in accordance with the law.

#### Victor Valley Community College District

#### SUBRECIPIENT AGREEMENT

This contract is made between Victor Valley Community College District, hereinafter referred to as "COLLEGE", the RAMP UP Program, hereinafter referred to as "PROGRAM" and LEWIS CENTER FOR EDUCATIONAL RESEARCH hereinafter referred to as "DISTRICT."

This Sub recipient Agreement is hereby set forth to delineate the roles and responsibilities of the COLLEGE and the DISTRICT in operating the PROGRAM based on the proposal made in response to the California Career Pathways Trust 2014 Request for Applications and awarded by the California Department of Education under award number 14-25239-67921-00 at LEWIS CENTER FOR EDUCATIONAL RESEARCH hereinafter referred to as "SCHOOLS".

### WITNESSETH

WHEREAS, DISTRICT seeks to enter into a sub recipient agreement with the COLLEGE to execute the PROGRAM and,

WHEREAS, the DISTRICT was identified as an independent partner in the proposal made in response to the California Career Pathways Trust 2014 Request of Application and awarded by the California Department of Education under award number 14-2523967921-00; and,

WHEREAS, the DISTRICT desires to participate in the COLLEGE RAMP UP PROGRAM designed to streamline career pathways leading to jobs within the region utilizing PROGRAM funds; and,

WHEREAS, the DISTRICT certifies that the activities carried out with funds provided under this Sub recipient Agreement meet the PROGRAM objectives as required by law, and shall abide by all requirements of the California Career Pathways Trust 2014 AWARD 14-25239-67921-00.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

### **1. SCOPE OF SERVICES**

DISTRICT will provide the services outlined in Exhibit 1, RAMP UP Program Objectives.

#### **2. TIME OF PERFORMANCE**

Said Services of the DISTRICT shall be completed no later than June 30, 2015

### **3. SCOPE AND BASIS OF THE AGREEMENT**

The COLLEGE has contracted with the CALIFORNIA DEPARTMENT OF EDUCATION, hereinafter referred to as "DOE", to implement the PROGRAM along with PROGRAM partners which include the DISTRICT and its SCHOOLS. The DISTRICT will coordinate directly with the COLLEGE to serve students in grades K-12 at the designated SCHOOLS through the career technical pathways identified with the PROGRAM. All services provided are pending annual funding and annual grant renewal approval by the DOE. In no event shall the total value of this agreement exceed the original grant proposal funded amount of \$116,188.

#### A. <u>COLLEGE will be responsible to:</u>

- 1. Act as the Fiscal Agent and Grant Lead for the PROGRAM and assumes responsibilities typically associated with these roles including:
  - Convening Regional Steering Committee meetings to facilitate project governance, monitor progress and develop sustainability plans.
  - Maintaining data related to status and success of the PROGRAM. Provide regular updates to DISTRICT.
  - Preparing and submitting reports on behalf of the PROGRAM as required by the California Department of Education.
- 2. Design a network of video conferencing classrooms, contract with a common vendor(s) and oversee installation of video conferencing at participating DISTRICT school sites.
- 3. Provide appropriate COLLEGE personnel for participation in:
  - a. Regional RAMP UP Steering Committee meetings
  - b. Regional Advisory Council meetings for all designated pathways, and
  - c. Regional RAMP UP Curriculum Alignment workshops and meetings.
- 4. Form strong collaborations with secondary, business and other community partners.
- 5. Identify appropriate credit-bearing college courses and dual enrollment courses in a career pathway to prepare students to enter postsecondary without need for remediation.
- 6. Collaborate with the secondary partner(s) to determine which courses will be taught by college faculty, by high school teachers with adjunct status, or by a combination of the two (ensuring the appropriate college-level rigor of courses taught by adjunct faculty) leveraging dual enrollment, credit recognition on e-transcript, and credit-by-exam policies in support thereof.
- 7. Collaborate with high school faculty to ensure that course content will prepare students for college level work.
- 8. Negotiate agreements with participating secondary agencies to support dual enrollment and early admission to aligned pathway programs.
- 9. Collaborate with business partners to align college coursework with relevant technical skills and workplace competencies, as defined by industry.
- 10. Maintain student advisory resources and credit transfer policies that protect the pathway to degree completion for participating students.
- 11. Commit to maximize available funding streams (in addition to grant funding), to support the needs of participating students.
- 12. Provide dedicated staff to work on the career pathways program who has the authority to coordinate with the LEA on the college/university partner's behalf.
- 13. Leverage, connecting and building upon existing investments in education and workforce development.
- 14. Ensure that grant funds spent by the COLLEGE will be used to supplement pre-existing or create new program. No grant funds will be used to supplant existing activities.
- 15. Participate in statewide CCPT Network meetings as appropriate, and become members of a virtual learning community to share expertise and experiences on the development of career pathways, pertinent resources, tools and strategies as may be required by the California Department of Education.

16. Collect, analyze, and submit data to a data collection repository administered be an entity to be designated by the CDE.

#### B. **DISTRICT will be responsible to:**

- 1. Identify dedicated staff to work on the career pathways program who have the authority to coordinate with postsecondary education and employers on the DISTRICT's behalf.
- 2. Form strong collaborations with postsecondary, business and other community partners.
- 3. Ensure appropriate personnel participate in:
  - a. Regional RAMP UP Steering Committee Meetings.
  - b. Industry led regional RAMP UP Advisory Committees for designated pathway(s).
  - c. Regional RAMP UP Curriculum Alignment workshops and meetings to collaboratively develop common sequences for pathway competencies, articulation agreements among secondary and postsecondary organizations, and concurrent enrollment opportunities designed to streamline the student pathway completion.
- 4. Recruit a student cohort broadly representative of the overall school population, including students with special needs for enrollment in the designated career pathway(s).
- 5. Implement at least one career pathways program in collaboration with a RAMP UP college, business and other community partners.
- 6. Identify potential school leaders who have demonstrated the ability to drive student outcomes; can provide the leadership skills essential for program success; and can integrate high school, college and work-based learning experiences.
- 7. Work with a RAMP UP partner college, other postsecondary, workforce development entities, and industry partners to develop seamless transitions for students into postsecondary education, employment and or training.
- 8. Establish opportunities for students to:
  - a. Accelerate into community college courses while still in high school
  - b. Participate in appropriately sequenced work-place experiences to make informed choices among postsecondary options.
  - c. Develop personal disposition such as time management, collaboration, problemsolving, leadership, study skills, communication, and analytical skills, which are required for success in the workplace.
- 9. Identify an appropriate facility for installation of video conferencing equipment and allow access for installation by COLLEGE vendor at a time agreed in advance by both parties and in accordance with PROGRAM timelines. Appropriate facilities will meet minimum specifications including, but not limited to seating and bandwidth capacity.
- 10. Provide relevant and ongoing professional development for administrators, and all participating teachers / instructors, including support and frequent opportunities for reflection and collaboration during the school year.
- 11. Ensure that all resources are used to supplement pre-existing or create new programs. No resources form this award may be used to supplant existing activities. Maximize available funding streams (in addition to the grant funding), to support the needs of participating students within the career pathway.
- 12. Participate in statewide CCPT Network meetings as appropriate, and become members of a virtual learning community to share expertise and experiences on the development of

career pathways, pertinent resources, tools and strategies as may be required by the California Department of Education.

13. Collect, analyze, and submit data to a data collection repository administered by an entity to be designated by the CDE.

#### 4. TERM AND TERMINATION

This agreement is effective October 1, 2014 and continues through June 30, 2015 subject to annual renewal of funds by the COE. Sub recipient agrees to comply with all terms and conditions of the grant agreement attached hereto as Exhibit II, and to perform in compliance with LAW. This agreement may be revised by mutual written consent of the parties and may be terminated by either party upon thirty 30 days written notice.

#### 5. BILLING AND PAYMENT PROCESS

Subject to receipt of an invoice from the DISTRICT, the COLLEGE will advance one-half of the first year's DISTRICT PROGRAM budget allocation to the DISTRICT within 30 days after the COLLEGE receives grant funds from the DOE. Subsequent semi-annual distributions will be issued in response to an invoice initiated by the DISTRICT and signed / initialed by the Principal or President of each SCHOOL, a designated fiscal services representative of the DISTRICT, and the PROGRAM Director of the COLLEGE. The invoice must include documentation of work performed in accordance with the agreement and acceptable progress toward agreed upon outcomes, include a general accounting of expenditures and must be initiated no later than March 31, 2015.

#### A. Indemnification

The DISTRICT agrees to defend, indemnify, hold harmless the COLLEGE from and against any and all demands, debts, liens, claims, losses, damages liability, costs, expenses (including, but not limited to attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connections with injury, damage, or loss (including but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the DISTRICT. The provisions of this paragraph shall not be limited to the availability of or ability to collect from insurance coverage.

The COLLEGE agrees to defend, indemnify, hold harmless the DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connections with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE. The provisions of this paragraph shall not be limited to the availability of or ability to collect from insurance coverage.

#### B. Insurance

The DISTRICT and the COLLEGE shall maintain appropriate general liability, property damage, and workers' compensation insurance as required to protect their interests.

#### C. Independent Contractor

While performing under this agreement, the DISTRICT and its officers, employees, agents shall not represent in any way that it or any of its officers/employees/agents are employees of the COLLEGE. The COLLEGE and its officers/employees/agents shall not represent in any way that it or any of its officers/employees/agents are employees of the DISTRICT.

#### 6. BUDGET SECTION

No more than the amounts specified in the DISTRICT RAMP UP budget hereinafter referred to as "BUDGET" and attached hereto as Exhibit III, may be spent for the separate cost categories and school sites specified in the Budget without prior written approval of the PROGRAM Director.

### 7. USE OF FUNDS

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in the RAMP UP budget. RAMP UP funds shall not be used as security or to guarantee payments for any non-PROGRAM obligations, nor as loans for non-PROGRAM activities.

#### 8. CHANGES IN GRANT ALLOCATION

The PROGRAM and/or COLLEGE reserves the right to reduce the grant allocation when PROGRAM fiscal monitoring indicates that DISTRICT rate of expenditures will result in unspent funds at the end of the PROGRAM year. Such changes shall be incorporated into the Agreement by written amendment.

#### 9. NON-EXPENDABLE PROPERTY

A record shall be maintained for each item of nonexpendable property acquired for this program with PROGRAM funds. This record shall be provided to PROGRAM and COLLEGE upon request. Nonexpendable property shall include tangible property, including, but not limited to office equipment. Upon termination of this Contract, COLLEGE reserves the right to determine the final disposition of said nonexpendable property acquired for the PROGRAM with PROGRAM funds, including funds derived therefrom. Said disposition may include PROGRAM taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible property having a useful life of more than (1) year and an acquisition cost of more than \$500 or more per unit.

### **10. EXPENDABLE PERSONAL PROPERTY**

Expendable personal property refers to all tangible personal property other than nonexpendable personal property. The DISTRICT's purchase of expendable personal property with a unit value of \$500 of more require the prior written approval of the PROGRAM director or designee.

### **11. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT**

Upon approval by PROGRAM, DISTRICT shall obtain three documented bids prior to purchasing or leasing any nonexpendable personal property or equipment over \$5,000 in unit value and having a life expectancy of more than one (1) year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates and allowances received by the DISTRICT. This inventory shall be provided to PROGRAM and/or COLLEGE upon request.

### **12. ACQUISITION OF SUPPLIES AND EQUIPMENT**

DISTRICT may purchase from a related agency/organization only if : (a) if it is within the specified scope and/or budget; (b) charges do not exceed the authorized DISTRICT budgeted amount for the applicable school site(s) and minimum written specifications are met; (c) a community related benefit is derived from such DISTRICT related acquisition; and (d) no conflict of interest for private gain accrues to DISTRICT or its employees, agents or officers.

#### **13. PURCHASE AND REPORTING DEADLINES**

All purchases must be completed and received prior to June 30, 2015.

DISTRICT must submit documentation to the COLLEGE of work performed in accordance with the agreement and acceptable progress toward agreed upon outcomes including a general accounting of expenditures within thirty (30) days after the initial performance period termination date or future invoices may not be honored. Exceptions to the preceding limitations require prior written approval by COLLEGE PROGRAM Director.

#### **14. TRAVEL AND CONFERENCE RESTRICTIONS**

DISTRICT certifies and agrees that all travel and conference expenses for persons related to this PROGRAM, must be approved in writing in advance by the COLLEGE PROGRAM Director. DISTRICT further agrees that any travel expense incurred by DISTRICT, which is not listed in the BUDGET shall not be paid by funds through this Agreement.

#### **15. USE OF FUNDS FOR ENTERTAINMENT, GIFTS OR FUNDRAISING ACTIVITIES**

DISTRICT certifies and agrees that it will not use funds provided through this Agreement to pay for "nonallowable" PROGRAM costs including entertainment, gifts or fundraising activities.

#### **16. MONITORING**

PROGRAM and/or COLLEGE Director or designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management and impact of the program. Authorized representatives of the PROGRAM and/or COLLEGE shall have the right of access to all activities and facilities operated by DISTRICT under this Agreement. Facilities include all files, records and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going PROGRAM functions. DISTRICT will permit on-site inspection by PROGRAM and /or COLLEGE representatives and ensure that its employees and board members furnish such information as in the judgment of PROGRAM and/or COLLEGE representatives, may be relevant to the question of compliance with contractual conditions and PROGRAM objectives, directives, or the effectiveness, legality and achievements of the PROGRAM.

#### **17. PROGRAM REPORTING**

DISTRICT agrees to prepare and submit student records / data, financial, program progress, evaluations and other reports as required by PROGRAM and/or COLLEGE directives. DISTRICT shall maintain such property, personnel, financial and other records and accounts as are considered necessary by PROGRAM and/or COLLEGE to assure proper accounting for all PROGRAM funds. All DISTRICT records, with the exception of confidential client information, shall be made available to representatives of PROGRAM and/or COLLEGE and the appropriate government agencies. DISTRICT is required to submit data necessary to complete the Annual Performance Report in accordance with DOE regulations in the format and at the time designated by PROGRAM and/or COLLEGE Director or designee.

#### **18. ACCOUNTING**

DISTRICT must establish and maintain, on a current basis, an adequate accounting system in accordance with PROGRAM and COLLEGE directives and generally accepted accounting principles.

#### **19. DOCUMENTATION AND RECORD KEEPING**

#### A. Records to be Maintained

The DISTRICT shall maintain all records required by the applicable government regulations– i.e. 34 CFR part 76, 720, 76.722, 76.730, 76.731, 80.42, etc.), that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken
- b) Records demonstrating that each activity undertaken meets one or more of the PROGRAM objectives
- c) Records required to determine the eligibility of activities
- d) Financial records as required by–I.E. 20 USC 1232f, 34 OMB Circular A-21, OMB Circular A-87, OMB A-102, OMB A-110, and OMB A-133.
- e) Other records necessary to document necessary compliance with the Education Department Administrative Regulations (EDGAR) INSERT REGULATORY REFERENCE – I.E. 34 CFR parts 74, 75,76, 77, 79, 80, 81, 82, 84, 85, 86, 93, 97, 98, and 99.

### B. <u>Retention</u>

The DISTRICT shall retain all records pertinent to expenditures under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after the final disposition of such property. Notwithstanding the above, if there is litigations, claims, audits, negotiations or other actions that involved any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

### C. Disclosure

The DISTRICT understands that client/student information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the PROGRAM's or DISTRICT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

### D. Close-Outs

The DISTRICT's obligation to the PROGRAM and COLLEGE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, program income balances and accounts receivable to the PROGRAM and determining the custodianship of records).

#### E. Audit and Inspection

DISTRICT is required to arrange for an independent financial / compliance audit performed within the directions of Generally Accepted Accounting Standards and Government Auditing Standards. Said audit shall be conducted for the term of the Agreement. When DISTRICT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133

DISTRICT may be requested to submit a copy of the audit report to PROGRAM and COLLEGE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, district shall provide to PROGRAM and COLLEGE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. PROGRAM, COLLEGE may make additional audits or reviews as necessary to cooperate fully with all persons conducting said additional audits or reviews. PROGRAM and COLLEGE and its authorized representatives shall, at all times have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property and premises of DISTRICT.

If indications of misappropriation or misapplication of the funds of this Agreement cause PROGRAM/ COLLEGE to require additional audit, the cost of the audit will be encumbered and deducted from the Agreement budget. Should PROGRAM/ COLLEGE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the BUDGET. DISTRICT shall reimburse all misappropriations or misapplication of funds to PROGRAM/ COLLEGE. In the event PROGRAM/ COLLEGE uses the judicial system to recover misappropriated or misapplied funds, DISTRICT shall reimburse PROGRAM/ COLLEGE legal fees and court costs in addition to awards.

#### **21. ASSIGNMENT**

This Agreement is not assignable by DISTRICT without the express written consent of PROGRAM/ COLLEGE. Any attempt by DISTRICT to assign any performance of the terms of this Agreement shall be null and void and shall constitute material breach of this Agreement.

### 22. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) day notice in writing to the other party. PROGRAM/ COLLEGE may immediately terminate this Agreement upon termination, suspension, discontinuation or substantial reduction in PROGRAM funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible. If DISTRICT materially fails to comply with

any term of this Agreement, PROGRAM/ COLLEGE may take one or more actions:, Enforcement, which include temporarily withholding cash, wholly or partly terminating the award, withholding future awards and other remedies that are legally available. In such event DISTRICT shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that PROGRAM funds are available from DOE.

Such termination shall not take effect, however, with respect to students (or cohorts) already enrolled until such students (or cohorts) have completed the current period of instruction during the term of this agreement. The costs of completion of the Pathways Program will be the sole responsibility of the DISTRICT.

# **23. INDEPENDENT CONTRACTOR**

All parties hereto in the performance of this Agreement will be acting in an independent capacity from PROGRAM/ COLLEGE and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

# 24. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

DISTRICT shall make every effort to ensure that all projects funded by PROGRAM funds shall provide equal employment and career advancement opportunities for minorities and women. DISTRICT will comply with the PROGRAM's 427 General Education Provisions Act (GEPA)

DISTRICT agrees to comply with the provisions of the COLLEGE Equal Employment Opportunity Plan and rules and regulations adopted pursuant thereto and other applicable Federal, State, County and COLLEGE laws, regulations and policies relating to equal employment and contracting opportunities including laws and regulations hereafter enacted.

# **25. PERSONNEL AND DISTRICT CONDITIONS**

The DISTRICT will not discriminate against any employee or applicant for employment because of race, age, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The DISTRICT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

# A. Access to Records

The DISTRICT shall furnish and cause each of its own DISTRICT's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the PROGRAM and/or COLLEGE, or its agent, or other authorized government officials for the purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

# B. Notification

The DISTRICT will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the DISTRICT's commitments hereunder, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

# C. EEO / AA Statement

The DISTRICT will, in all solicitations or advertisements for employees placed by or on behalf of the DISTRICT state that it is an Equal Opportunity or Affirmative Action employer.

# **26. DISCRIMINATION**

Federal Regulation 570.601 (a) sets forth the general requirements for Title VI of the Civil Rights Act of 1964 and § 570.602 sets forth the general requirements for Section 109 of the Act. Together, these provisions prohibit discrimination on the grounds of race, age, color, religion, sex, disability, familial status or national origin.

# 27. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

DISTRICT agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance under this Agreement. Funds under the Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

# **28. CONFLICT OF INTEREST**

DISTRICT shall comply with all applicable Federal, State, County and PROGRAM, COLLEGE laws and regulations governing conflict of interest. To this end DISTRICT will make available to its agents and employees copies of all applicable Federal, State, County, and COLLEGE laws and regulations governing conflict of interest. Including in particular, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents, consultants, officers or elected officials or appointed officials of sub-recipients which receive PROGRAM funds, who exercise or have exercised any PROGRAM functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a PROGRAM assisted activity or an PROGRAM funded contract, subcontract or agreement, during their tenure or for one year thereafter.

DISTRICT shall furnish to PROGRAM, COLLEGE prior to execution of this Agreement, a written list of all current or proposed sub-grantees/subcontractors, vendors or personal service providers, including subsidiaries of DISTRICT. This list should be limited to those sub grantees/subcontractors, vendors or personal service providers including subsidiaries of the DISTRICT who will receive \$10,000 or more during the term of the Agreement. Such a list shall include the names, addresses, telephone numbers and identification of principle party(ies) and a description of services to be provided. During the term of the Agreement DISTRICT shall notify PROGRAM, COLLEGE in writing of any change in the list of sub

grantees/subcontractors, vendors, personal service providers or subsidiaries of the DISTRICT within fifteen (15) days of change.

# **29. INDEMNIFICATION**

DISTRICT agrees to indemnify, defend and hold harmless PROGRAM, COLLEGE and its authorized agents, officers, volunteers and employees, against any and all claims or actions arising from acts, errors or omissions of DISTRICT in performing services pursuant to this Agreement and for any costs or expenses incurred by PROGRAM, COLLEGE on account of any claim there from. DISTRICT shall at its own cost, expense and risk, defend any legal proceedings that may be brought against PROGRAM, COLLEGE, its officers, agents and employees on any liability, claim or demand and satisfy an judgment that may be rendered against any of them arising or resulting from activities of the DISTRICT, its officers, agents and employees. DISTRICT shall assume liability for all and any direct expense incurred in providing services pursuant to this Agreement and shall assume any and all responsibilities for loss or damage resulting from negligence, injury, illness or disease arising out of the provisions of services. DISTRICT however, is obligated to promptly notify PROGRAM/ COLLEGE in writing of the occurrence of any such loss or damage. DISTRICT shall indemnify and hold harmless PROGRAM/ COLLEGE against any liability, claims, losses, demands and actions incurred by PROGRAM/ COLLEGE as a result of the determination by the California Department of Education or its successor that activities undertaken by the DISTRICT under the PROGRAM(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to DISTRICT under this Agreement were improperly expended.

# **30. INSURANCE REQUIREMENTS**

In order to accomplish the indemnification provided in Section 29, but without limiting indemnification, DISTRICT shall secure and maintain throughout the term of this Agreement the following types of insurance issued by companies acceptable to the COLLEGE Risk Manager with limits as shown:

<u>Workers' Compensation</u> - A program of Workers' Compensation insurance or state-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the DISTRICT and all risks to such persons under this Agreement.

<u>Comprehensive General and Automobile Liability Insurance</u> – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall be of the "per occurrence" type and have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

<u>Additional Named Insured</u> – All policies, except for the Workers' Compensation coverage and Errors and Omissions or Professional Liability, shall contain additional endorsements naming PROGRAM, COLLEGE employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder. For Professional Liability coverage PROGRAM, COLLEGE shall be named as a designated person referencing this Agreement on the policy.

<u>Policies Primary and Non-Contributory</u> - All policies required above are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by PROGRAM, COLLEGE. <u>Proof of Coverage</u> – DISTRICT shall immediately furnish certificates of insurance to PROGRAM Project Director or designee evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to PROGRAM, COLLEGE. Within sixty (60) days of the commencement of this Agreement DISTRICT shall furnish certified copies of the policies and endorsements. DISTRICT shall complete and submit Insurance Inventory along with the above required insurance documents.

# **31. INSURANCE REVIEW**

The above insurance requirements are subject to periodic review by COLLEGE. COLLEGE's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of PROGRAM/ COLLEGE. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage limits, provided that any such change is reasonable in light of past claims against PROGRAM/ COLLEGE, inflation or any other item reasonably related to PROGRAM/ COLLEGE's risk.

Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. DISTRICT agrees to execute any such amendment within thirty (30) days of receipt.

# **32. COMPIANCE WITH LAWS**

All parties agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Act; 34 Code of Federal Regulations, Part 73.731; US Office of Management and Budget Circulars A-102, A-110, A-21, and A-133, and Cost Principles for State, Local and Indian Tribal Governments Circular A-87.

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

See General Assumptions Exhibit V

# **33. LOBBYING**

The DISTRICT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The DISTRICT certifies that:

- A. No appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all DISTRICTS shall certify and disclose accordingly; and
- D. Lobbying Certification This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **34. AMENDMENTS: VARIATIONS**

This writing with attachments embodies the whole of this Agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed authorized agents of both parties.

# **35. OUTCOMES**

See Exhibit IV

# **36. NOTICES**

All notices shall be served in writing. The notices shall be sent to the following addresses:

"COLLEGE"

Victor Valley Community College District ATTN: RAMP UP PROGRAM DIRECTOR 18422 Bear Valley Rd. Victorville, CA 92395

"DISTRICT"

LEWIS CENTER FOR EDUCATIONAL RESEARCH ATTN: GORDON SOHOLT

17500 MANA ROAD APPLE VALLEY, CA 92307

### **37. AUTHORITY OF SIGNATORS TO BIND PARTIES**

The persons executing this Agreement on behalf of their respective organizations represent that they have been authorized to do so and that they thereby bind their respective organizations to the terms and conditions of this Agreement.

### **38. COUNTERPART EXECUTION**

This Agreement may be execute in counterparts. When executed, each counterpart shall be deemed an original regardless of date of execution. Said counter parts shall together constitute one and the same Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed effective the date it is signed by PROGRAM, COLLEGE.

For DISTRICT
ВҮ:
PRINT NAME:
TITLE:
For COLLEGE
Ву:
PRINT NAME: Dr. Roger Wagner
TITLE: Superintendent / President
ATTEST
APPROVED AS TO FORM AND LEGAL CONTENT

By:\_\_\_\_\_COLLEGE Attorney

EXHIBIT I: PROGRAM OBJECTIVES

# **Exhibit A - Project Definition & Scope Worksheet**

The following constitutes a detail of the specific requirements for <u>Lewis Center for Educational Research</u> in connection with the California Career Pathways Trust (CCPT) grant project locally known as "RAMP Up." General requirements are defined in the Memorandum of Understanding executed on <u>July 24, 2014</u>

This document covers Year 1 of the grant term (academic year 2014-2015), and does not include any activities that must be completed in preparation for the minimum required activities identified below. That is, no infrastructure improvements, non-CTE staff development, or planning time in preparation for conducting RAMP-Up-related activities is reimbursable through this grant project.

<b>Primary Career</b>	Healthcare Industry	Energy and	Utilities	Manufacturing and		
Pathway(s)	Sector: Therapeutic	Industry Sector		Product Development		
being	Services Pathway	Residential & C		Industry Sector: Machine		
addressed		Energy and Uti	lities	and Forming Technology		
	Certifications: Registered	Pathway		Pathway. (with emphasis		
Check all that	Nurse, Licensed			on manufacturing design		
apply across the entire grant term,	Vocational Nurse,	Certification: N	lorth	and logistics)		
No RAMP Up-	Certified Nursing	American Boar	d of			
funded additions	Assistant, Respiratory	Certified Energ	ÿ	Certifications: National		
are allowable	Therapist, Paramedic,	Practitioners (N	NABCEP);	Center for Construction		
once identified herein.	Emergency Medical	Building Perfor	mance	Education and Research		
nerem.	Technician, Medical	Institute, Inc. (I	BPI)	(NCCER), National Institute		
	Office Assistant,			for Metalworking Skills		
	Phlebotomist	Jobs: Power M		(NIMS)		
		Installers/Read	· ·			
	Jobs: Nurses, Medical	Technicians, Instrument Calibration, Solar Panel Installers.		Jobs: Mechanical		
	Assistants, Emergency Medical Technicians.			Engineering Technician,		
	Medical Technicians.			Supply Chain Management		
				Specialist, Machine		
				Operator, Industrial		
				Maintenance Mechanic.		
	Transportation Industry	Sector:	Transpo	rtation Industry Sector:		
	Aviation and Aerospace Tra		1 — ·	ntenance Service and Repair		
	Services Pathway (i.e., Airfra	-		., Automotive Maintenance		
	Powerplant Technicians)			, Heavy Duty Diesel		
			Mechanics)			
	Certifications: FAA Airframe					
	Powerplant Maintenance (A	. & Р)	Certifications: Automotive Service			
	John Airframe and Dever-1		Excellence (	ASE), Master Certified		
	Jobs: Airframe and Powerpla Tochnicians, Aviation Engine					
	Technicians, Aviation Engine Mechanics Assistants	eers,		otive Maintenance		
	weenamies Assistants			Lube, Line and Smog		
			i echnicians,	Service Writers.		
	· · · · · · · · · · · · · · · · · · ·					

Primary grant objective	Narrative from Proposal <sup>1</sup>	Summative Measures	Timeline	Annual Data/ Information Needs
	The overarching goal of RAMP UP is for students to receive postsecondary degrees or certifications in a high-skill, high-wage, and high-growth fields through the robust partnership between employers, schools, and community colleges involved in RAMP UP.	Number of participating students who complete high school, transition successfully into an aligned postsecondary program, graduate with a degree or credential in a high- demand field, and successfully secure employment.	End of grant term (6/30/2019) with progress reported annually	See list below from California Department of Education (CDE) <sup>i</sup>
objective alig goals and pric Use this section t integrated persp activities and you	e grant's primary n with your district prities? To help you maintain an ective on RAMP-Up related ur district's priorities in e the risk of competing	The Academy for Ac charter schools run b Research (LCER). K managed through LC focus on matriculatin education, the militar active HOSA program graduates have indic health care field, pen "RAMP-Up" our heal with other high school who have robust pro- creating an internship practical experience focused perspective them.	by the Lewis Center (16 Bridge is anothe CER. Both the AAE g students into eithe y or workforce. The m and a large percer ated that they plan d inding a degree earned th careers pathway l ols in the Southern C grams and courses. o program that will g in the field, giving th	for Educational r program and K16 Bridge r post-secondary AAE has a very ntage of our on going into the ed. Our goal is to by coordinating California region We also plan on ive our students em a more

<sup>&</sup>lt;sup>1</sup> Identified measurable outcomes on which the consortium will focus and be held accountable for during the 2014-15 program year.

Contracted Deliverable by End of Year 1	Narrative from Proposal	Measures & Criteria for Success	Minimum Required Activities (Check all that apply)
1. Articulation	After a survey of LEAs regarding existing articulation agreements, program alignment relating to sequencing of courses, CDE foundational standards, pathway standards and substandards, RAMP UP has determined that there are extensive gaps within the target area. While a thorough assessment of gaps has yet to be accomplished, partners will fully identify these gaps during year 1. During that same year, RAMP UP will fill 25% of identified gaps thus increasing the coordination among LEAs and the probability for students success.	Number of specified gaps in CTE programs and/or curricula Number of CTE programs and/or curricula created to address gaps Success = 25% of specified gaps filled (with new articulation agreements, new curricula or new programs as deemed necessary)	<ul> <li>Developing integrated academic and career-based courses (e.g., contextualizing academic subjects with career technical themes, etc.)</li> <li>Course and program planning and development through K12-CCC Regional Learning Councils</li> <li>Professional development for CTE teachers, including externships</li> <li>Offering courses at alternative sites</li> <li>DCRC Certifications for students</li> <li>Other (<i>please specify</i>):</li> </ul>

Contracted			
Deliverable by End of Year 1	Narrative from Proposal	Measures & Criteria for Success	Minimum Required Activities (Check all that apply)
2. Employer Engagement	VVC works closely with employers and the Workforce Investment Board to identify the lissues with true employer/education collaboration. Employers consistently state that while they are frequently asked to partner, they are rarely provided with clear requests and expectations. While there are successful employer/education partnerships in the region, there is an absence of extensive,	Number of Regional Advisory Councils at year end compared to start Variety of Regional Advisory Councils at year end compared to start Number of employer partners participating	<ul> <li>Establishing Regional Advisory Councils (RACs) for identified pathways</li> <li>Developing capstone projects or courses with employer partners</li> <li>Developing student internships (paid or unpaid)</li> <li>Developing student employment opportunities and/or</li> </ul>
	allow the industry-led advisory councils. Teal 1 will allow the industry-led advisory council to develop the long-term structure, roles of, training and support for participating employers. During year 1, RAMP UP will secure active participation and engagement a minimum of three employers per pathway.	vents/meetings AMP Up-related empted and	<ul> <li>apprenticeships</li> <li>Designing "field studies" with employer partners (i.e., field trips with specific linkages to course content)</li> <li>Field trips and/or guest speakers</li> <li>Job shadowing</li> </ul>
		nployers in each : actively and engaged	<ul> <li>Volunteering opportunities</li> <li>Developing a mentoring program</li> <li>Other (please specify):</li> </ul>

Contracted Deliverable by End of Year 1	Narrative from Proposal	Measures & Criteria for Success	Minimum Required Activities (Check all that apply)	
3. Student Pathway Engagement	While most LEAs rely on traditional outreach to engage prospective students into career pathways, there are evidence-based career assessments available which steer students into pathways which match their aptitude and provide roadmaps for students to pursue their chosen pathway. Providing an evidence-based career assessment and a method for data tracking as well as student tracking, the EUREKA Career Assessment is not widely used. RAMP UP will utilize EUREKA to provide students with the tools to help them determine their pathway as well as track data for future decision making.	Number of students entering RAMP Up Number of those students with completed EUREKA Career Assessments Success = 50% of students entering the RAMP UP program will have been identified using the EUREKA Career Assessment	<ul> <li>Work-based learning</li> <li>opportunities (e.g., job shadowing, field trips, internships, etc.)</li> <li>Student support services to enhance learning (e.g., tutoring, supplemental instruction, etc.)</li> <li>Student support services to ease matriculation to college (e.g., career exploration and assessment via MyMentor, etc.)</li> <li>Other (<i>please specify</i>):</li> </ul>	

Contracted Deliverable by End of Year 1	Narrative from Proposal	Measures	Minimum Required Activities (Check all that apply)
<ul> <li>4. Increase in Career and Technical Student Organizations (CTSOs)</li> </ul>	While many high schools have CTSOs on campus there is no consistency throughout the target region and there is no coordination with CTSOs on community college campuses. The value of CTSOs have been proven as reflected in Carl Perkins funding, yet have not been maximized by LEAs and community colleges. During year 1 of RAMP UP, CTSOs will be expanded throughout the target region.	Number and type of CTSOs at each site at start of 2014-2015 academic year Number and type of CTSOs at each site at year end Success = Two pathways will be targeted with a 60% increase in the establishment of CTSOs for those pathways	<ul> <li>Expanding existing CTSOs</li> <li>Establishing new CTSOs</li> <li>Other (please specify):</li> </ul>

by EndMarrative from ProposalMeasuresEThroughout the RAMP UP region, there are isolated incidents of pathways; however, isolated incidents of pathways; however, there are no coordinated, integrated K-14 stoNumber and type of sites and rooms to be equipped at start of 2014-2015 academic year of 2014-2015 academic yearSThroughout the RAMP UP region, there are isolated incidents of pathways; however, programs in the region. The use of connective technology will be used to ease in alignment, articulation, sequencing, vear end instruction.Number and type of sites and rooms to be equipped at start of 2014-2015 academic year of 2014-20	Contracted			
Throughout the RAMP UP region, there are isolated incidents of pathways; however, there are no coordinated, integrated K-14Number and type of sites and rooms to be equipped at start of 2014-2015 academic yeartothere are no coordinated, integrated K-14of 2014-2015 academic year of 2014-2015 academic yeartoprograms in the region. The use of connective technology will be used to ease in alignment, articulation, sequencing, withNumber and type of pathway experiences completed by year endtotoSoute-2014-2015 academic year of 2014-2015 academic year of 2014-2015 academic year betway experiences completed by year endtotoSoute-2014-2015 academic year of 2014-2015 academic year betway experiences completed by year endtotoSumber and type of pathway betway experiences completed by year endtotoSuccess = 25% of participating schools will utilize connective technology to participate in a pathway experience (i.e. wirtual field trip, employer	Deliverable by End of Year 1		Measures	Minimum Required Activities (Check all that apply)
interview, employer mentoring experience, etc.).	5. Increase Activities Relating to Pathways This deliverable will be limited to those sites with connective technologies (TBD)	Throughout the RAMP UP region, there are isolated incidents of pathways; however, there are no coordinated, integrated K-14 programs in the region. The use of connective technology will be used to ease in alignment, articulation, sequencing, collaboration between partners, and instruction.	Number and type of sites and rooms to be equipped at start of 2014-2015 academic year Number and type of pathway experiences completed by year end Success = 25% of participating schools will utilize connective technology to participate in a pathway experience (i.e. virtual field trip, employer interview, employer mentoring experience, etc.).	To be determined

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For all participants:

- 1. Number of students enrolled in the career pathways program.
- Number of students who have successfully participated in the career pathways program (successfully participated is defined by a "C" grade or better in all pathway courses). Ņ.
  - Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program. 'n
    - Number of students in the career pathways program who received a high school diploma. 4. r.
- Number of students in the career pathways program who received a nationally recognized or state approved career technical education (CTE) certificate.

For CCCs:

- 1. Number of students enrolled in the career pathways program (as measured by the completion of their Student Education Plan-CTE Pathway) and their credits earned in either dual enrollment or credit by exam.
  - Number of students who completed one credit-bearing course, two courses, and/or completed a career pathway within the career pathways program. ù.
- Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program. m.
  - Number of students in the career pathways program who transitioned from community college to a California State University, University of California, or private university. 4
- Number of students in the career pathways program who received an Associate of Arts degree or Associate of Science degree. ч. о. о. –
  - Number of students in the career pathways program who entered employment or training.
- Number of students in the career pathways program who received a nationally recognized or state approved CTE certificate.

# EXHIBIT II: GRANT AWARD NOTIFICATION

California Department of Education Legislative Affairs Division AO-400 (REV. 09/2011)

**Grant Award Notification** 

GRANTEE I	NAME AND ADDR	ESS			CDE GI	GRANT NUMBER		
	es, President Community Colleg	e District		FY	PCA	Vendor Number	Suffix	
18422 Bear				14	25239	6792	00	
Attention Angela Val					NDARDIZEI		COUNTY	
Program Of Office of the	fice Superintendent			Resource Code		Revenue Object Code	36	
Telephone (760) 245-4271					382	8590	INDEX	
Name of Grant Program California Career Pathways Trust							0615	
Original/Prior Amendment		Total	Amend. No.		Award Starting Date	Award Ending Date		
DETAILS	\$14,943,433.00	0	\$14,943,433	8.00	0	July 1, 2014	June 30, 2018	
CFDA Number	Federal Grant Number	Fe	ederal Grant Na	ime		Federal Agency		
N/A	N/A	N/A				N/A		

I am pleased to inform you that you have been awarded California Career Pathways Trust grant funding.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Andrea Guenthart, Associate Governmental Program Analyst Program and Administrative Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Lisa Reimers	Education Programs Consultant
E-mail Address	Telephone
Ireimers@cde.ca.gov	(916) 324-5634
Signature of the State Superintendent of Public Instruction	n or Designee Date
Tom Ionlateson	July 18, 2014
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIREMENTS
On behalf of the grantee named above, I accept this grant a	
assurances, terms, and conditions identified on the grant appli	ication (for grants with an application process) o
in this document or both; and I agree to comply with all	Il requirements as a condition of funding.
Printed Name of Authorized Agent	Title
Roger W. Wagner	Superintendent/President
E-mail Address	Telephone
proger. Wagner @ Vvc. edu	760-245-4271
Signature	Date / /
· Kon the	7/31/14
1 Annie	

CDE Grant Number: 14–25239-6792-00 July 18, 2014 Page 2

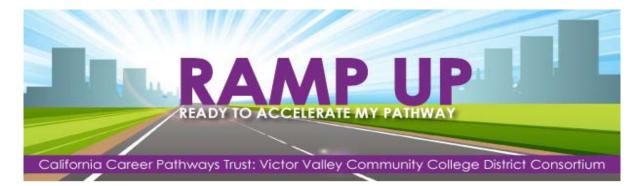
### Grant Award Notification (Continued)

The following conditions apply to this grant award:

- The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within 10 working days.
- According to the published Request for Application (RFA), page 6, the grant period will cover the 2014– 15, 2015–16, 2016–17, and 2017–18 school years. Funds for this grant will be distributed over a period of three years as follows:
  - Year 1: 50 percent of the total award for expenditures beginning in the 2014–15 school year
  - Year 2: 35 percent of the total award for expenditures beginning in the 2015–16 school year
  - Year 3: 15 percent of the total award for expenditures beginning in the 2016–17 school year
- 3. According to the RFA, page 13, to ensure the successful implementation of the California Career Pathways Trust, grantees are required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. The fiscal agent/applicant for the partnership/consortium is responsible for submitting all data required by the California Department of Education (CDE).
- 4. Funding is contingent on the grantee implementing the pathway programs articulated in the grantee's application. Changes and/or adjustments in the pathway programs require the advance approval of the CDE. Absent this advance approval, the CDE may require the grantee to reimburse the state for any funds associated with the change and/or adjustment.
- Funding is contingent on the grantee's continuing compliance with all CDE requests for information and data regarding the development and implementation of the targeted career pathways funded by the grant award.

If you have any questions regarding the requirements of the grant, please contact Lisa Reimers, Education Programs Consultant, College Preparation and Postsecondary Programs Office (CPPPO), by phone at 916-324-5634 or by e-mail at <u>LReimers@cde.ca.gov</u> or Kevin Shyne, Education Programs Consultant, CPPPO, by phone at 913-323-5830 or by e-mail at <u>KShyne@cde.ca.gov</u>. If you have questions regarding the fiscal requirements of the grant, please contact Andrea Guenthart, Associate Governmental Program Analyst, Program and Administrative Support Office, by phone at 916-445-5735 or by e-mail at <u>AGuenthart@cde.ca.gov</u>.

Exhibit III: 2014-2015 DISTRICT BUDGET



# CCPT: ALLOCATED RAMP UP BUDGET 2014-15

CCFT. ALLOCATED						
				AC	ADEMY A	CADEMIC EXCELLENCE
			ALLOCATED			1 schools
Certificted Salaries						
	High School Career Specialists	\$	456,875	\$	32,500	1 FTE / 6 mo
	High School Faculty / Planning Release	\$	211,250		9,375	75 sub days
		\$			5,575	75 Sub uays
	Community College Faculty / Planning Release	Ş	321,750	\$	-	
Total Certificated Salaries		\$	989,875	\$	41,875	
			· · ·		<u> </u>	
Classified						
	Director of Special Grant Programs	\$	96,204			
	Admin Secretary II	\$	45,960			
	Media Services Specialist	\$	61,668			
	Research Coordinator	\$	60,276			
			63,750			
	Bridge Programmer	\$				
	Community College Career Specialists	\$	199,845			
Total Classified Salaries		\$	527,703	Ş	-	
		\$	1,517,578	\$	41,875	
Benefits		\$	455,273	\$	12,563	
		\$	1,972,851	\$	54,438	
Books & Supplies						
	Computers and workstations for grant staff	\$	105,000	\$	5,000	1 stations
	Office supplies	\$	5,000			
	Marketing materials	\$	75,000			
Total Books & Supplies		\$	185,000	\$	5,000	
	·					
Services & Operating Expen						
	Regional CTSO activities and competitions	\$	133,500	\$	4,500	1 schools
	NCRC WorkKeys Certification Pilot	\$	101,250	\$	3,750	50 NCRC L7
	Field Trips	\$	69,000	\$	3,000	1 schools
	K16 Bridge / My Mentor	\$	87,500			
	Assessment Test Prep Resources	\$	11,000	\$	500	1 schools
	Regional Meetings / Conferences	\$	9,848			
	\$269,700 Consulting / Coaches	\$	269,700			
Total Services & Operating		Ś	681,798	\$	11,750	
Total Services & Operating		Ŷ	001,750	Ŷ	11,750	
Capital Outlay						
(Not Awarded as Cash)	Immersive Classrooms	\$	2,340,000	\$	-	0 YR 2
	High School Pathway Equipment	\$	990,000	\$	45,000	1 schools
	College Pathway Equipment	\$	998,400			
		+	,			
Total Capital Outlay		\$	4,328,400	\$	45,000	
TOTAL 2014-2015 BUDGET		\$	7,168,049	\$	116,188	
101112 2014 2013 DODULT		<u>~</u>	7,100,049	Ŷ	110,100	
INDIRECT		\$	286,722			
		<i>*</i>	7 45 4			
TOTAL RAMP UP BUDGET		Ş	7,454,771			



# PROGRAM OUTCOMES: 2014-2015

- 1. Articulation: During the first year, RAMP UP will fill 25% of identified gaps thus increasing the coordination among LEA's and the probability for student success.
- 2. Employer Engagement: During year one, RAMP UP will secure active participation and engagement of a minimum of three employers per pathway.
- 3. Student Pathway Engagement: By the end of year one, 50% of students entering the RAMP UP program will have been identified using the Eureka Career Assessment.
- 4. CTSO: During the first year, CTSOs will be expanded throughout the target region. Two pathways will be targeted with a 60% increase in the establishment of CTSOs for those pathways.
- 5. Pathway Activities: During year one, 25% of participating schools will utilize connective technology to participate in a pathway experience (i.e. virtual field trip, employer interview, employer mentoring experience, etc.)

# General Assurances 2013-14

California Department of Education General Assurances and Certifications for fiscal year 2013-14.

- 1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations* (*CCR*)
- 2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- 3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- 4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 Code of Federal Regulations (CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- 6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- 7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- 8. Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)
- 9. The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (CCR T5, §4202)
- 10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 *CFR* 76.722, 76.730, 76.731, 76.734, 76.760; 34 *CFR* 80.42)
- 11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR* T5, §4600 et seq.)
- 12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.
- 13. The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- 14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))

- 15. The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- 16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
- 17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))
- The LEA will participate in the Standardized Testing and Reporting program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); EC §60640, et seq.)
- 19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- 20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)
- 21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
- 22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(I), 54101; *CCR* T5, §§3944, 3946)
- 24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
- 25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438)
- 26. Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- 27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

# Academy for Academic Excellence School Board Committee

# **Regular Meeting of the Board of Directors**

Minutes

# August 14, 2014

# 1.0 CALL TO ORDER:

The meeting was called to order by David Bains, 9:16 a.m.

# 2.0 ROLL CALL:

Directors Present: David Bains, Directors Absent: Jose Palafox, Robert Lovingood, Kevin Porter, Russell Stringham, Rick Wolf Staff Members Present: Lisa Lamb, Gordon Soholt, Paul Rosell, Rena Payne Student Representatives: Absent

- 3.0 **PUBLIC COMMENTS**: None
- 4.0 SPECIAL PRESENTATIONS/ANNOUNCEMENTS: None
- 5.0 STUDENT REPRESENTATIVE COMMENTS: None
- 6.0 CORRESPONDENCE: None
- 7.0 **DISCUSSION ITEMS**: None
- 8.0 **INFORMATION:** None
- 9.0 <u>CONSENT AGENDA</u>: .01 Approve AAE Comparatives, June, 2014

Consent Agenda item 9.01 was tabled to the next meeting as a quorum was not present.

10.0 ACTION ITEM:

.01 Approve Pine Summit – 6th Grade Science Camp – May 20-22, 2015

Action Items 10.01 was tabled to the next meeting as a quorum was not present.

- 11.0 STAFF COMMENTS: None
- 12.0 BOARD MEMBER COMMENTS: None

# 13.0 ADJOURNMENT:

There being no further business to come before the Board, the meeting was adjourned at 9:17 a.m.

# AAE - Budget Comparison 2012/13 to 2013/14

	2012-2013				2013-2014			Comparison
		Current Period	Percent	Π		Current Period	Percent	Percent
	Total Budget \$ •	Actual	Total Budget	11	Total Budget \$ -	Actual	Total Budget	Budget-to-date
	Revised	thru June 2013	to-date	8	Revised 1	thru June 2014	to-date	Comparison
				U.				
Revenue				R				
Revenue	9,443,648.00	8,791,883.81	<u>93.10%</u>	Ш	10,006,485.00	12,057,247.20	120,49%	27.40%
Revenue Dudget Composition	9,445,046.00	0,/91,005.01	<u>75.1070</u>	Ш	169,000.00	169,000.00		
Budget Carryover Capital Improvements				Ш	350,000.00	350,000.00		
Total Revenue	9,443,648.00	8,791,883.81	93.10%	U	10,525,485.00	12,576,247.20	119.48%	27.40%
Total Revenue	5,115,010.00	0,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Ш				
Expense				Ш				
Salaries				Ш				
Certificated				Ш				
Certificated Salaries	4,157,804.00	4,118,001.98	<u>99.04%</u>		4,583,583.00	4,711,176.07	<u>102.78%</u>	<u>3.74%</u>
Total Certificated	4,157,804.00	4,118,001.98	99.04%	Ш	4,583,583.00	4,711,176.07	102.78%	3.74%
Classified				Ш				
Classified Salaries	1,082,030.00	1,071,425.79	99.02%	н	1,132,898.00	1,111,058.77		-0.95%
Referees	12,500.00	9,900.00	<u>79.20%</u>	Ш	12,500.00	11,148.00		<u>9.98%</u>
Total Classified	1,094,530.00	1,081,325.79	<u>98.79%</u>	Ш	1,145,398.00	1,122,206.77		<u>-0.82%</u>
Total Salaries	5,252,334.00	5,199,327.77	98.99%	Ш	5,728,981.00	5,833,382.84	101.82%	2.83%
Benefits				Ш				
Health Benefits	773,844.00	743,775.21	96.11%		828,564.00	798,385.96		0.24%
STRS	329,521.00	322,055.92	97.73%	Ш	363,787.00	370,075.82		3.99%
PERS	142,214.00	119,894.52	84.31%		149,712.00	120,908.96		-3.54%
Employer Costs	267,436.00	257,830.49	96.41%	Ш	228,647.00	<u>220,057.91</u>		<u>-0.16%</u>
Total Benefits	1,513,015.00	1,443,556.14	95.41%	Ш	1,570,710.00	1,509,428.65	96.10%	0.69%
Books and Supplies								
Approved Text Books	78,000.00	67,651.55	86.73%	Ш	128,083.00	33,302.32		-60.73%
Books	7,500.00	78.27	1.04%	Ш	7,250.00	0.00		-1.04%
Class Supplies	111,500.00	271,960.55	243.91%	ł	112,613.00	265,107.01		-8.50%
Equipment (under 5K)	14,600.00	6,302.16	43.17%	Ш	14,700.00	5,218.10		-7.67%
Testing	12,200.00	18,066.90	148.09%		12,000.00	18,517.42		6.22%
Field Trip	2,000.00	11,976.66	598.83%	Ш	2,000.00			336.11%
Food	120,000.00	105,237.80	87.70%	J.	120,000.00			-1.34%
Office Supplies	16,500.00	9,326.97	56.53%	Ш	10,500.00			68.12%
Emergency-First Aid	1,500.00	385.17		Ш	1,500.00			-25.68%
Bus	32,000.00	28,197.29	88.12%	ł	32,000.00			70.82%
Computers		659.82		н	128,600.00			4.000/
Books, Media, Library	12,000.00	11,441.68		н	12,000.00		_	<u>4.89%</u>
Total Books and Supplies	407,800.00	531,284.82	130.28%	1	581,246.00	646,009.82	111.14%	<u>-19.14%</u>
Services, Other Operating				H				20 510/
Employee Admin	1,350.00			J.	1,600.00			-32.51%
Travel	7,000.00			1	12,000.00			-83.75%
Training and	13,000.00	25,451.65		U	51,275.00			-113.87%
Dues and Memberships	10,150.00			н	10,150.00			12.25%
AVUSD Fees	7,905.00	0.00	0.00%	н	7,800.00			0.00%
S B Co Fees		1,350.00		ł		1,500.00		0.000/
Legal Fees	750.00			-U	850.00			0.00% -96.56%
Consulting	72,000.00			ł	79,250.00			
SELPA Services	79,250.00			Ш	0.00			0.00%
Postage	250.00				250.00		2.201	-6.42%
Rental - Leases	89,000.00				169,000.00			
Special Events	10,100.00			- 81	10,100.00			-3.35%
Furniture	<u>5,000.00</u>			- 81	7,500.00			<u>-84.95%</u>
Total Services, Other	295,755.00	251,234.06	6 84.95%		349,775.00	261,088.90	5 <u>74.64%</u>	<u>-10.30%</u>
Capital Outlay	1			j				
Bldg Improvements	1				350,000.00			
Total Capital Outlay			100.00%	_	350,000.00			05.000/
Total Expense	7,468,904.00	7,425,402.79	4.1	0	8,580,712.00	8,575,997.6	0 3.84	-25.92%

Total active accts = 863, laptop accts with one current pymt late = 13, % that are up-to-date = 98%, Inactive accts (students/staff who have left with laptop)

# A.A.E. Field Trip Request Form

Office use only Date/Time submitted: Initials: Calendared:

Today's Date June 16, 2014	Initials:				
Requested by: Scantlin	Phone/ext.: 217				
Destination: Pine Summit	Phone: 909-866-5801				
Desired date for trip: May 20- May 22, 2015	Alternate date:				
School departure time: 9:45 am. May 20, 2015	School return time: 2:00 pm May 22, 2015				
Destination arrival time: 11:30 am May 20, 2015	Destination departure: 1:00 pm May 22, 2015				
Overnight/Out-of-State stay: YES	Water activities involved: YES				
Grade level: 6	cost: students: \$180. adults: \$180.				
Group size: students: 104 adults: 25					
	Bus company name: First Student Bus company contact name:				
PTC sponsored? (paid by PTC) NO					

Trip description Students will be engaged in active learning in the area of Science. They will also experience team building activities. Students will receive room and board with their payment. A bus is required to get to and from camp.

Learning objectives (standards supported) Supporting 6th grade Science standards: 5a-e, 6b, 7b h, 2a, b.

Students will be applying learned standards to hands-on activities.

I have followed the checklist prior to submitting this form

Sam Scantlin

**Principal Signature:** Notes:

and Date: 6/17/14

**Teacher Signature** 



BOARD APPROVAL REQUIRED BEFORE TICKET PURCHASE -- ITINERARY INCLUDED FOR EACH FIELD TRIP BOARD APPROVAL REQUIRED FOR OVERNIGHT/OUT-OF-STATE STAYS and WATER ACTIVITIES THREE MONTHS PRIOR BOARD APPROVAL FOR OUT OF THE COUNTRY TRIPS

A.A.E. Field Trip Request Form

Today's Date August 8, 2014

Requested by:

Destination: Washington, D.C. Desired date for trip: 9 28 - 10 4 School departure time: 6:30pm toLAX Destination arrival time: 7130 A-Man9/29 Overnight/Out-of-State stay: YES NO Grade level: 8th and 9th grade students: 30 adults: 17 Group size: AAE Bus requested? YES NO NO AAE Bus available? YES Charter Bus requested? (YES) NO

Office use only Date/Time submitted: Initials: Calendared: Initials:

Phone/ext.: 760-946-5414 ext. 380

Phone: 760-985-0897

Alternate date: N/A School return time: 11:45pm on 1014 Destination departure: Philadelphia, PA Water activities involved: YES NO

cost: students: adults: \$1,800,00 \$2097.00

AAE van requested? YES NO (Van seats = eight including driver)

Bus company name: First Student Bus company contact name:

PTC sponsored? (paid by PTC) YES NO

**Trip description** D.C., Philacklphia, and Williamsburg

Learning objectives (standards supported)

nip incorporates all of the eigth grade S.S. Standards

I have followed the checklist prior to submitting this form

**Principal Signature:** 

acher Signature Date: 811

Notes:

BOARD APPROVAL REQUIRED BEFORE TICKET PURCHASE -- ITINERARY INCLUDED FOR EACH FIELD TRIP BOARD APPROVAL REQUIRED FOR OVERNIGHT/OUT-OF-STATE STAYS and WATER ACTIVITIES THREE MONTHS PRIOR BOARD APPROVAL FOR OUT OF THE COUNTRY

Rev. 4/08 kr Received approval from AAE School Committee Board of Directors at their monthly meeting \_\_\_\_\_\_.

# Minutes Regular Meeting of the School Committee Board of Directors for Norton Space and Aeronautics Academy

### August 20, 2014 Public Meeting – 9:00 a.m.

#### 1.0 CALL TO ORDER: The meeting was called to order by Chairman, Scott Johnson, at 9:00am.

### 2.0 ROLL CALL: Chairman, Scott Johnson Board Members Present: Duberly Beck, Marcia Vargas, Andrew Jaramillo, Tom Rosenbaum Partners and Staff Present: Guadalupe Girard, Gordon Soholt, Toni Preciado, Paul Rossell, Norma Spencer for (Linda Fabre)

### 3.0 CORRESPONDENCE:

None

#### SPECIAL PRESENTATION/ ANNOUNCEMENTS: 4.0 None

#### 5.0 **DISCUSSION ITEMS:**

.01 Grade size Comparisons .02 Recruitment Efforts .03 Strategies to Reconstitute (9-12 Grades) .04 Options for this year's 8<sup>th</sup> Graders

# Member Scott Johnson

- Can we get parent participation at the market nights for recruitment?
- Can we discuss a budget to allow for a contractor to put together a plan whose sole purpose is to work on 9-12 grades; once it is • approved, can we get a report in writing?
- Can we discuss moving the Board Meetings from Wednesday's to Tuesday's
- Can we research why the 24 students we have in 8<sup>th</sup> grade decided to stay? It would give us an idea about what we are doing *right* to retain these students.

# Member Andrew Jaramillo

- Can we help with transitioning our 8<sup>th</sup> grade students to whatever High School they will be attending?
- Can we bring a recruiter form HS to talk to these students?
- Reminded administration that we can count on, Ted Alejandre, Deputy Superintendant of County Schools for support.

# Member Duberly Beck

- What have we been doing to recruit and maintain enrollment?
- Where are we with the 1<sup>st</sup> grade sub and 2<sup>nd</sup> grade teacher? •
- Why did our enrollment drop and why were we not told sooner?
- Why do middle grades keep losing teachers?
- What can be done to retain these teachers? Can we ask these guestions during the exit interview?
- Year round recruitment must continue. •

# Member Marcia Vargas

- Can we boost the "Science" aspect of our school's curriculum to be more in line with the school's name?
- Agreed with all comments made above by Board Members •

# Member Tom Rosenbaum

• Introduced himself and commented that he was very happy to be "on board".

#### 6.0 **INFORMATION:**

.01 Principal's Report .02 Middle Grade Field Trips

- 7.0 <u>PUBLIC COMMENTS</u>: Members of the general public may address the Board. A time limit of five minutes shall be observed. Members of the public wishing to speak must fill out a Request to Speak form and give it to the Recording Secretary. NOTE: Public comments pertaining to Action Items appearing on the Agenda will be taken as the item is considered. None
- 8.0 <u>CONSENT AGENDA</u>: None
- 9.0 <u>ACTION ITEMS</u>:
- 10.0 <u>STAFF COMMENTS</u>: None
- 11.0 BOARD MEMBER COMMENTS: None

# 12.0 <u>ADJOURNMENT</u>:

There being no further business to come before the Board, Member Duberly Beck motioned to end meeting and Member Marcia Vargas seconded the motion. All consent, no one opposed. Meeting was adjourned at 10:15am.