

High Desert “Partnership in Academic Excellence” Foundation, Inc.

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

Agenda for Special Meeting of the High Desert “Partnership in Academic Excellence” Foundation, Inc. Board of Directors

Meeting at Lewis Center for Educational Research, Bldg. G
17500 Mana Rd., Apple Valley, CA 92307

Additional Location: Metrolink, One Gateway Plaza, Los Angeles, CA 90012
12th Floor, Room 12-66

July 16, 2015 – 7:00 a.m.

- 1.0 **CALL TO ORDER:** Chairman Bud Biggs
- 2.0 **ROLL CALL:** Chairman Bud Biggs
- 3.0 **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
- 4.0 **DISCUSSION/ACTION ITEMS:**
 - .01 Foundation Board Advisor’s Role and Responsibilities
 - .02 Responsibilities of the Foundation Board
 - .03 Foundation Board Retreat
 - .04 Approve VVC Subrecipient Agreement
- 5.0 **AAE SCHOOL BOARD COMMITTEE CONSENT AGENDA:**
 - .01 Approve CARS 2015-16 Application for Funding - AAE
- 6.0 **NSAA SCHOOL BOARD COMMITTEE CONSENT AGENDA:**
 - .01 Approve CARS 2015-16 Application for Funding - NSAA
- 7.0 **CLOSED SESSION:**
 - .01 President/CEO Performance Evaluation
- 8.0 **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.

Any written materials relating to agenda items to be discussed in open session are available for public inspection prior to the meeting at 17500 Mana Rd., Apple Valley, CA.

High Desert, Partnership in Academic Excellence, Foundation. Inc.

Advisor to the Board of Directors
Roles and Responsibilities

In order to ensure that the High Desert Partnership in Academic Excellence Board of Directors is fully informed and engaged in the leadership transition of the organization including both its schools, programs and services, the Board voted by unanimous vote of those present at the June 8 2015 Board meeting, to employ the services of Richard Piercy through June 30, 2016. Compensation will consist of the continuation of his current health insurance coverage.

Authority and Duties:

Under the direction of the Foundation Board, Mr. Piercy will act with the full backing and authority of the Board and have access to all areas of the organization, including any and all meetings, programs, classrooms and offices. He will also be given access to all LCER related correspondence, records, financial statements, audits and any other documentation he considers germane to his responsibilities to the Board. Access to records will be restricted to those the Board formally requests and excludes personnel files.

Mr. Piercy will meet not less than twice a month with the CEO to review Goals and Objectives, discuss areas of concern and provide information and help where appropriate.

Mr. Piercy will report in writing to the full Board not less than four times per year, and make an oral presentation at each quarterly meeting. The report will contain an assessment of the organization, progress in fulfilling the CEO Goals and Objectives, and apprise the Board of areas of concern as well as successes he has observed within the organization.

Responsibilities of the Foundation Board and its individual members:

The President/CEO can only do his job with the full support of the Foundation Board. The following are imperatives that lay out the duties and responsibilities of the Board and its working relationship with the President/CEO. The Chairman of the Board will ensure that all Members of the Board sign this document before it is considered a valid evaluation addendum to the Contract.

- a) The President/CEO and the Foundation Board must establish clear lines of communication and articulate the rules of engagement between the Board and the President/CEO and staff. This will be accomplished prior to August 1, 2015. The President/CEO works for the Board. As such, the Board's main task is oversight and approval or disapproval of Policies, Procedures, Contracts, Student and Employee discipline issues that might rise to the level of the Board. Additionally, the Foundation is responsible for the Budget and accountability as well as an annual evaluation of the President/CEO.
- b) The Foundation has a fiduciary obligation to oversee every aspect of the organization and relies heavily on the President/CEO to provide leadership and accurate information to the Board. Individual members of the Foundation do not, however, have the right to order the President/CEO to do something that would violate the law, policies, procedures or his contract. The President/CEO will ensure that both Board Members and appropriate employees of the LCER fully comply with the Brown Act and Conflict of Interest laws.
- c) The President/CEO will provide the Foundation a calendar of upcoming activities at each school site or other LCER events no later than one month prior, and will notify the Foundation of special events. Foundation members are strongly encouraged to come to events and activities and to spend time with teachers and students to have a better understanding of the complexity of the organization and to share in the joy and excitement of the LCER schools and programs. Board Members are required to tour each school site at least once a year. The entire Board will have the opportunity to do so at a formal Board Tour to be scheduled to coincide with the quarterly Board Meetings held at each site.
- d) Board members are expected to participate financially in the Lewis Center. "Give and Get" contributions will be kept in the President/CEO's office and presented to the Foundation Board at the last meeting of the academic year.
- e) Attendance at Board meetings is essential. Attendance logs will be

presented to the Foundation Board at the last meeting of the academic year. This will assist the Board in determining the participation level of individual members. As appropriate, Board member attendance at special events and fundraisers will be reported to the Board as well.

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, 2016

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 \$137,877 plus \$9,145 (carryover).

A. COLLEGE will be responsible to:

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 by 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 secondary, 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. 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 seating and bandwidth capacity.
5. 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.
6. Identify appropriate credit-bearing college courses and dual enrollment courses in a career pathway to prepare students to enter postsecondary without need for remediation.
7. 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.
8. Collaborate with high school faculty to ensure that course content will prepare students for college level work.
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17. 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 July 1, 2015 and continues through June 30, 2016 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, 2016.

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 or 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, 2016.

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 “non - allowable” 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. Retention

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:

Workers' Compensation - 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.

Comprehensive General and Automobile Liability Insurance – 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).

Additional Named Insured – 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.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by PROGRAM, COLLEGE.

Proof of Coverage – 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. COMPLIANCE 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

BY: _____

PRINT NAME: _____

TITLE: _____

For COLLEGE

By: _____

PRINT NAME: Dr. Roger Wagner

TITLE: Superintendent / President

ATTEST

APPROVED AS TO FORM AND LEGAL CONTENT

By: _____ COLLEGE Attorney

EXHIBIT I: PROGRAM OBJECTIVES

INSERT DISTRICT SPECIFIC SCOPING DOCUMENT

EXHIBIT II: GRANT AWARD NOTIFICATION

|

Grant Award Notification

GRANTEE NAME AND ADDRESS Angela Valles, President Victor Valley Community College District 18422 Bear Valley Rd. Victorville, CA 92395-5850			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
Attention Angela Valles			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
			Resource Code	Revenue Object Code		36
Program Office Office of the Superintendent			6382	8590		INDEX
Telephone (760) 245-4271						
Name of Grant Program California Career Pathways Trust					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$14,943,433.00	0	\$14,943,433.00	0	July 1, 2014	June 30, 2018
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been awarded California Career Pathways Trust grant funding.</p> <p>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.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Andrea Guenthart, Associate Governmental Program Analyst Program and Administrative Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Lisa Reimers			Job Title Education Programs Consultant			
E-mail Address lreimers@cde.ca.gov			Telephone (916) 324-5634			
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Tomlanson</i>			Date July 18, 2014			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Roger W. Wagner			Title Superintendent/President			
E-mail Address roger.wagner@vvc.edu			Telephone 760-245-4271			
Signature <i>R. Wagner</i>			Date 7/31/14			

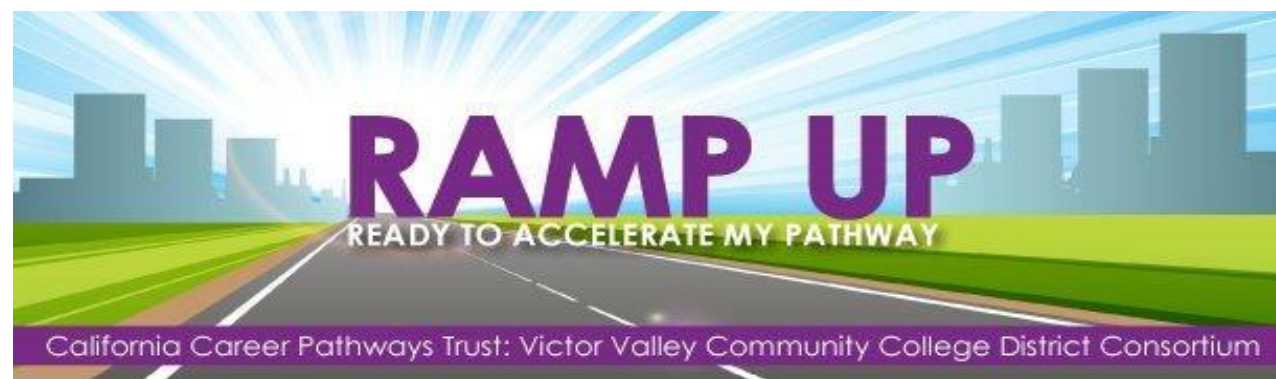
Grant Award Notification (Continued)

The following conditions apply to this grant award:

1. 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**.
2. 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.
5. 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 LReimers@cde.ca.gov or Kevin Shyne, Education Programs Consultant, CPPPO, by phone at 913-323-5830 or by e-mail at KShyne@cde.ca.gov. 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 AGuenthart@cde.ca.gov.

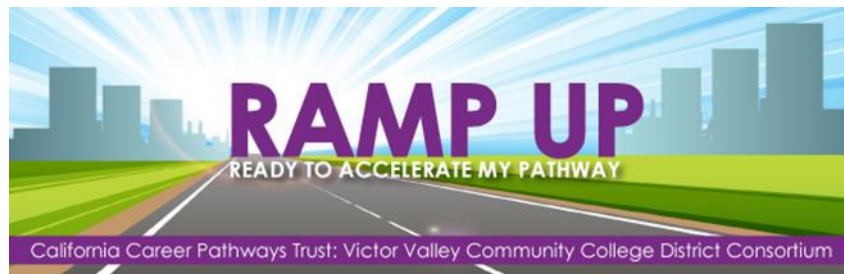
Exhibit III: 2015-2016 DISTRICT BUDGET



CCPT: ALLOCATED RAMP UP BUDGET 2015-16

		ALLOCATED		Lewis Center
				ACADEMY ACADEMIC EXCELLENCE
				1 schools
Certificated Salaries				
	High School Career Specialists	\$ 910,000	\$ 65,000	1 FTE / 6 mo
	High School Faculty / Planning Release	\$ 170,000	\$ 7,500	60 sub days
	Community College Faculty / Planning Release	\$ 321,750	\$ -	
Total Certificated Salaries		\$ 1,401,750	\$ 72,500	
Classified				
	Director of Special Grant Programs	\$ 101,172		
	Admin Secretary II	\$ 48,228		
	Media Services Specialist	\$ 64,752		
	Research Coordinator	\$ 63,228		
	Bridge Programmer	\$ 85,000		
	Community College Career Specialists	\$ 279,540		
Total Classified Salaries		\$ 641,920	\$ -	
		\$ 2,043,670	\$ 72,500	
Benefits		\$ 622,389	\$ 21,750	
		\$ 2,666,059	\$ 94,250	
Books & Supplies				
	Pathway Related Publications for Recruitment	\$ 75,000	\$ 4,167	
	Office supplies	\$ 5,000		
Total Books & Supplies		\$ 80,000	\$ 4,167	
Services & Operating Expenditures				
	Regional CTSO activities and competitions	\$ 126,000	\$ 4,345	1 schools
	NCRC WorkKeys Certification Pilot	\$ 101,250	\$ 3,615	50 NCRC L7
	Field Trips	\$ 33,000	\$ 1,500	1 schools
	K16 Bridge / My Mentor	\$ 87,500		
	Assessment Test Prep Resources	\$ 11,000	\$ -	1 schools
	Regional Meetings / Conferences	\$ 16,290		
Total Services & Operating		\$ 375,040	\$ 9,460	
Capital Outlay				
(Not Awarded as Cash)	Immersive Classrooms	\$ 1,008,000	\$ -	0 YR 2
	High School Pathway Equipment	\$ 670,000	\$ 30,000	1 schools
	College Pathway Equipment	\$ 239,600		
Total Capital Outlay		\$ 1,917,600	\$ 30,000	
TOTAL 2015-2016 BUDGET		\$ 5,038,699	\$ 137,877	
INDIRECT		\$ 201,548		
In from 2014/15			\$ 9,145	
TOTAL RAMP UP BUDGET		\$ 5,240,247		

EXHIBIT IV: OUTCOMES



PROGRAM OUTCOMES: 2015-2016

1. **Articulation:** Community Colleges, in collaboration with feeder School Districts, will identify a sequence of courses and articulation agreements in their chosen pathway(s).
2. **Employer Engagement:** Secure active participation and engagement of a minimum of 5 employers per pathway.
3. **Student Pathway Engagement:** 70% of students entering RAMP Up program will have been identified using the Eureka Career Assessment.
4. **CTSO:** Each partner site will have a minimum of one Career Technical Student Organization in a designated pathway.
5. **Pathway Activities:** 50% of schools will utilize connective technology for a pathway experience.

General Assurances 2015-16

California Department of Education General Assurances and Certifications for fiscal year 2015-16.

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* (5 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 local educational agency (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 California *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.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Public Law (PL) 105-17; 34 *Code of Federal Regulations* (34 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 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. (5 CCR, §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. (5 CCR, §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))
18. The LEA will participate in the Smarter Balanced Assessment Consortium 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. (5 *CCR* §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; 5 *CCR*, §3934)
23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(l), 52035(e)(l), 54101; 5 *CCR*, §§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; 5 *CCR*, §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.

2015-16 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca15asstoc.asp>

CDE Program Contact:

Joy Paull, jpaul@cde.ca.gov, 916-319-0297

LEA Plan

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	9/11/2003
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.lcer.org

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	James M. Quinn
Authorized Representative's Signature	
Authorized Representative's Title	Director of Finance
Authorized Representative Signature Date	06/29/2015

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	James M. Quinn
Authorized Representative Title	Director of Finance
Authorized Representative Signature Date	06/29/2015
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/16/2015
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	The school has less than the required number of English learners and DELAC is not required.

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	No
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A LEP ESEA Sec. 3102 SACS 4203	No

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2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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2015-16 Certification of Assurances

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CDE Program Contact:

Joy Paull, jpaul@cde.ca.gov, 916-319-0297

LEA Plan

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State Board of Education approval date	9/16/2009
LEA Plan Web page (format http://SomeWebsiteName.xxx)	http://www.lewiscenter.org

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	James M. Quinn
Authorized Representative's Signature	
Authorized Representative's Title	Director of Finance
Authorized Representative Signature Date	06/29/2015

*****Warning*****

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2015-16 Protected Prayer Certification

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CDE Program Contact:

Franco Rozic, Title I Monitoring & Support, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	James M Quinn
Authorized Representative Title	Director of Finance
Authorized Representative Signature Date	06/29/2015
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	07/16/2015
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Guadalupe Girard
DELAC review date	
Meeting minutes web address	http://www.lewiscenter.org/NSAA/Parent-Involvement
Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	Our ELAC will meet September 8, 2015
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title II Part A (Teacher Quality) ESEA Sec. 2101 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	No
Title III Part A LEP ESEA Sec. 3102 SACS 4203	Yes

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2015-16 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2015-16 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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