

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: JPA Audit Requirements

Discussion/Information Item 4.1: JPA Audit Requirements

A recent legal consultation indicated that MDCP needs to undergo an annual school audit. Information will be presented on quote acquisition and strategies to bring MDCP audits up to date.



April 4, 2018

**Proposal to Provide Professional
Auditing Services to:**

Mountain Desert Career Pathways JPA

Prepared by:

CliftonLarsonAllen LLP

Leslie A. Ward, CPA

Leslie.Ward@CLAconnect.com

direct 626-857-7300 | fax 626-857-7302



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

April 4, 2018

Kendle Crowell
Mountain Desert Career Pathways JPA (MDCP)
12555 Navajo Road – Room C23
Apple Valley, CA 92308

RE: Mountain Desert Career Pathways JPA (MDCP) - Request for Proposals (RFP) for Professional Auditing Services

Dear Ms. Crowell:

Thank you for inviting us to propose our services to you. CliftonLarsonAllen LLP (CLA) gladly welcomes the opportunity to share our approach to helping Mountain Desert Career Pathways JPA (MDCP) meet its need for professional services. The enclosed proposal responds to your request for audit services for three (3) fiscal years, beginning with the fiscal year ended June 30, 2016 with an option to renew for two (2) additional years. Certain cost savings are reflected in the fees for fiscal years ended June 30, 2016 and 2017 where the planning, preparation and performance of fieldwork can be combined for these audits. The fees also reflect excluding the MD&A from the fiscal years ended June 30, 2016 and 2017 financial statements. CLA's fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

We understand the importance of providing our clients with value-added approaches and propose to provide routine, proactive meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will no doubt enable CLA to help you tackle challenges as they come up, and take full advantage of every opportunity that presents itself.

We have found over the years that our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an on-going relationship.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.
- Our fees for professional audit services are proposed at a maximum, all inclusive, not to exceed figure. The fees have been calculated assuming no significant changes will occur in accounting principles, auditing standards, compliance requirements or JPA operations.
- If unforeseen circumstances should change the size or scope of the audit, we will contact the JPA and discuss our estimate of additional costs.

Fee considerations

The fee proposal is based on the following:

- The JPA personnel will provide assistance periodically throughout the year and during the assurance fieldwork with regard to account analysis and provision of year-end account reconciliation workpapers and schedules.
- We will prepare the financial statements and related footnotes. The assurance reports will be delivered in accordance with the JPA's deadlines.
- The State Controller's annual financial transaction reports will be completed by a mutually agreed upon date sufficient to allow timely filings.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of the JPA subsequent to the date of this proposal.

Ongoing consultation

We do not anticipate the JPA will receive additional billings related to the annual audit procedures, as we anticipate cooperation from staff and receipt of information for timely completion of your audit. It is also our policy not to bill you for routine telephone calls. Our quoted fee includes routine general consultation throughout the year, however, if you seek a written opinion, or if the issue requires us to perform research, we will bill you at our standard rates for these services. We will discuss these fees with you before we conduct our work.

We have a 24-48 hour response policy to return calls/emails from your supervisory committee, board, or management to provide effective and timely communication. CLA's personnel are always available to provide assistance by telephone without additional cost to you. If the person you need to talk to is not available at the time you call, we will contact him/her and have him/her get back to you. We have a number of qualified principals on our staff that can provide you with timely and competent assistance.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss with you the scope of our audit plan.

We are eager to work with you and welcome the opportunity to present our proposal to the board of directors or entire management team. This proposal is a firm and irrevocable offer for at least ninety (90) days from April 4, 2018. If you have any questions about our offerings, please do not hesitate to call me at 626-857-7300 or email me at Leslie.Ward@CLAconnect.com.

Sincerely,

CliftonLarsonAllen LLP



Leslie A. Ward, CPA
Director

AUDIT WORK COST PROPOSAL

Service	2015/16**	2016/17**	2017/18	2018/19	2019/20
JPA Audit & Financial Statement Preparation and Presentation**	\$ 5,000	\$ 5,000	\$ 6,500	\$ 6,800	\$ 7,100
Preparation of State Controller's Annual Financial Transaction Report***	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Total for Fiscal Year (not-to exceed)	\$ 5,500	\$ 5,500	\$ 7,000	\$ 7,300	\$ 7,600

** Lower fee for audits and financial statement preparation anticipates cost savings where the planning, preparation and performance of fieldwork can be combined for prior year audits. Also anticipates excluding the MD&A from the June 30, 2016 and 2017 financial statements.

***If preparation of annual financial transaction report is required for each year.

AUDITORS' STANDARD BILLING RATES

Position	2015/16	2016/17	2017/18	2018/19	2019/20
Partner	\$ 300	\$ 300	\$ 300	\$ 305	\$ 310
Manager/Director	\$ 250	\$ 250	\$ 250	\$ 255	\$ 260
Senior Accountant	\$ 164	\$ 164	\$ 164	\$ 166	\$ 168
Staff Accountant	\$ 110	\$ 110	\$ 110	\$ 115	\$ 120
Clerical	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45

Mountain Desert Career Pathways

Date: April 23, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: G Suite

Action Item 5.1: Approval, MDCP JPA staff use of G Suite

It is recommended that the Board approve the proposal of JPA staff utilizing Google email and G Suite services. Because all member districts currently utilize Google services, having Google email and G Suite would allow for streamline and consistent digital collaboration between member districts and JPA staff. Furthermore, this will allow JPA staff to continue to use the @mdcareerpathways.com email address, which will assist in clarity of communication with outside stakeholders. While Gmail will be utilized for MDCP business, SBCSS email services will still be used by JPA staff for SBCSS internal business.

Mountain Desert Career Pathways

Date: April 23, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Precision Exams Renewal

Action Item 5.2: Approval, Precision Exams Renewal Agreement

It is recommended that the Board approve the proposed renewal for the Precision Exams assessment licenses. The contract was re-negotiated, bundling Trona Joint Unified, Baker Valley Unified, Lucerne Valley Unified, and Silver Valley Unified into a single Small District License and the continuation/alternative education sites in the previous agreement were rolled into the licenses for the comprehensive high schools within the larger districts. Proposals for 1-, 2-, and 3-, year licenses are presented as well as exam testing numbers to date. The recommendation of the Coordinating Council per the April 13, 2018 meeting is to renew the license for 1 additional year.



1 Year Renewal Agreement

Generated on April 2, 2018 Quote number 20180402-145353532 This quote expires on August 31, 2018

PREPARED FOR Mountain Desert Career Pathways
 12555 Navajo Rd
 Apple Valley, CA, 92308

Matt Wells
 matt.wells@mdcareerpathways.com

Comments

1 Year Renewal Agreement

Products & Services

High School Site License	11 x \$4,950.00 / year
	5% discount \$51,727.50 / year

Recurring discount	\$2,722.50 / year
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Recurring subtotal	\$51,727.50 / year
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Total	\$51,727.50
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This price doesn't include any applicable taxes

QUESTIONS?



2 Year Renewal Agreement

Generated on April 2, 2018 Quote number 20180402-145600816 This quote expires on August 31, 2018

PREPARED FOR Mountain Desert Career Pathways
12555 Navajo Rd
Apple Valley, CA, 92308

Matt Wells
matt.wells@mdcareerpathways.com

Comments

2 Year Renewal Agreement; Payment can be made as a lump sum of \$98,010.00, or annual payments of \$49,005.00 due in July 2018 and July 2019.

Products & Services

High School Site License	11 x \$4,950.00 / year
	10% discount \$49,005.00 / year

Recurring discount	\$5,445.00 / year
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Recurring subtotal	\$49,005.00 / year
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Total	\$49,005.00
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This price doesn't include any applicable taxes



3 Year Renewal Agreement

Generated on April 2, 2018 Quote number 20180402-150145699 This quote expires on August 31, 2018

PREPARED FOR Mountain Desert Career Pathways
12555 Navajo Rd
Apple Valley, CA, 92308

Matt Wells
matt.wells@mdcareerpathways.com

Comments

3 Year Renewal Agreement; Payment can be made as a lump sum of \$138,847.50, or annual payments of \$46,282.50 due in July 2018, 2019, 2020.

Products & Services

High School Site License	11 x \$4,950.00 / year
	15% discount \$46,282.50 / year

Recurring discount	\$8,167.50 / year
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Recurring subtotal	\$46,282.50 / year
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Total	\$46,282.50
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This price doesn't include any applicable taxes

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: 2018-19 Budget

Action Item 5.3: Approval, 2018-19 Budget

It is recommended that the Board approve the 2018-19 Budget as proposed.

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
EDUCATION SUPPORT SERVICES

MDCP JPA

MANAGEMENT 0815, RESOURCE 0815

FISCAL YEAR 2018-19

Object	Description	Budget	Actual Activity	Pended or Encumbered	New Items, Not on FAR Yet	Total Expenditures	Balance	
							-	
8677	Contribution from Districts	456,796.00				-	456,796.00	
8981	One time contribution from County Bus. Svcs	-				-	-	
	Total Revenues	456,796.00	-	-		-	456,796.00	
1313	Cert Contract Salaries	149,095.22				-	149,095.22	
	Total Cert Sal	\$ 149,095.22	-\$ -	-\$ -	-\$ -	-\$ -	\$ 149,095.22	
2414	Class Cler & Office Contract	71,318.23				-	71,318.23	
2445	Class Cler & Office Sub	15,661.00				-	15,661.00	
	Total Class Sal	\$ 86,979.23	\$ -	-\$ -	-\$ -	-\$ -	\$ 86,979.23	
3101	STRS	24,272.70				-	24,272.70	
3202	PERS Classified	12,908.59				-	12,908.59	
3331	Medicare - Certificated	2,089.38				-	2,089.38	
3332	Medicare-Classified	1,034.11				-	1,034.11	
3411	Health/Welfare Certificated	17,106.44				-	17,106.44	
3412	Health/Welfare Classified	17,106.14				-	17,106.14	
3501	Unemployment Certificated	74.54				-	74.54	
3502	Unemployment Classified	35.65				-	35.65	
3601	Workers Comp Certificated	4,681.59				-	4,681.59	
3602	Workers Comp Classified	2,239.39				-	2,239.39	
3802	PERS Reduction	-				-	-	
	Total Benefits	\$ 81,548.53	\$ -	-\$ -	-\$ -	-\$ -	\$ 81,548.53	
4310	Instructional Materials & Supplies					-	-	
4330	Refreshments	200.00				-	200.00	
4350	Supplies	3,100.00				-	3,100.00	Incl. Camera & Postage
4340	Comp Software & Related Expense	100.00				-	100.00	Adobe Licenses
4440	Computer/Tech Inventory					-	-	
	Total Mat. & Supplies	\$ 3,400.00	\$ -	-\$ -	-\$ -	-\$ -	\$ 3,400.00	
5212	Cell Phone Allowance, Cert	720.00				-	720.00	
5213	Cell Phone Allowance, Class	-				-	-	
5220	Business/Travel Reimb					-	-	
5221	Travel - Mileage	6,000.00				-	6,000.00	
5225	Travel - Cal Card/Conferences	4,000.00				-	4,000.00	EFC (1,050), Cal Econ Summit (), Other (1,500)
5230	Airfares					-	-	
5450	Other Insurance	7,000.00				-	7,000.00	Incl. \$500 Possible increase to renew
5620	Lease with AVUSD	12.00				-	12.00	
5733	Network User Fees (none for unrest)	160.00				-	160.00	
5734	Tech Fees					-	-	
5735	Fiscal Fee					-	-	
5737	SBCSS Room Fees	200.00				-	200.00	
5810	Contracted Services	400.00				-	400.00	Website & G Suite
5813	Catering	800.00				-	-	
5820	Legal Audit Fees	23,000.00				-	23,000.00	Legal Audit & Legal Counsel
5840	Tech Related Svcs. (Precision Exams)	49,145.00				-	49,145.00	

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
EDUCATION SUPPORT SERVICES

MDCP JPA

MANAGEMENT 0815, RESOURCE 0815

FISCAL YEAR 2018-19

Object	Description	Budget	Actual Activity	Pended or Encumbered	New Items, Not on FAR Yet	Total Expenditures	Balance
5850	Consulting				-	-	-
5881	Discretionary	3,500.00				-	3,500.00
5895	Outside Duplication	1,500.00				-	1,500.00
5950	Postage					-	-
	Total Services	\$ 96,437.00	\$ -	1 \$ -	1 \$ -	\$ -	\$ 95,637.00
	Operating Expenses	417,460.00	-	-		-	416,659.98
7312	Indirect @ 0.1068%	39,336.00				-	39,336.00
	Total Expenses	\$ 456,796.00	\$ -	1 \$ -	1 \$ -	\$ -	\$ 455,995.98
	Prior Year Carryover						
	Current Yr Contributions from Districts	456,796.00					

		_____	Indirect Rate:	10.68%			

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: 2018-19 Master Agreement

Action Item 5.4: Approval, 2018-19 Master Agreement

It is recommended that the Board approve the Draft Master Agreement for the 2018-19 school year as presented.

OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92415-0020

ADMINISTRATIVE AGENT AGREEMENT

AGREEMENT NO. 18/19 - ?

THIS ADMINISTRATIVE AGENT AGREEMENT (the "Agreement"), made and entered into this 1st day of July 2018, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and Mountain Desert Regional Career and Occupation Pathways, a California Joint Powers Authority, hereinafter called "**MDRCOP JPA**".

RECITALS

WHEREAS, the MDR COP JPA is authorized and able under the California Government Code, and expressly empowered per the Joint Powers Agreement ("JPA Agreement") to provide for support to LEA based Career Technical Education and or advanced training and support services to students and to provide other joint service of educational value upon member district's consent; and

WHEREAS, the MDR COP JPA is authorized to enter into any and all contracts necessary and appropriate to carry out its purpose and functions; and

WHEREAS, the SUPERINTENDENT has and will employ a Director, subject to **MDRCOP JPA** approval, to serve **MDRCOP JPA** as its Director; and

WHEREAS, the MDR COP JPA has requested, and the **SUPERINTENDENT** has agreed and is able to provide **MDRCOP JPA** with various administrative, programmatic, financial and clerical services; and

WHEREAS, the purpose of this Agreement and the intent of the SUPERINTENDENT is to provide such services to **MDRCOP JPA** as required by the Governance Council and on the terms recited.

NOW, THEREFORE, SUPERINTENDENT and MDR COP JPA mutually agree as follows:

1. Responsibilities of the **SUPERINTENDENT**
 - a. **SUPERINTENDENT** shall provide the following services as the Administrative Agent to **MDRCOP JPA**, subject to the direction of **MDRCOP JPA** and as requested:

- i. Retain business records of **MDRCOP JPA** and make them available to **MDRCOP JPA** and its designees, vendors and representatives in accordance with the law.
 - ii. Provide general business support and account services, including invoicing and billing of member districts for **MDRCOP JPA** fees and contributions. Billing of member districts shall be pursuant to **MDRCOP JPA** By-Laws and shall be made by transfer from the member district to the **MDRCOP JPA**. **Appendix A is hereby attached to include the amounts due from member districts to the MDR COP JPA.**
 - iii. Provide purchasing services, including bids, RFPs, RFQs and contract review, as requested.
 - iv. Provide personnel services.
 - v. Process deposits and disbursements.
 - b. **SUPERINTENDENT** shall not be responsible for providing or securing liability or other insurance protections for outside contracted services or risks, or risks **MDRCOP JPA** insures through another entity, or for risks of loss or damage to real, intellectual or other property acquired or held by **MDRCOP JPA**.
 - c. On a mutually agreeable cost reimbursement or direct bill basis, **SUPERINTENDENT** shall provide the following services to **MDRCOP JPA**, subject to the direction of Governance Council and as requested:
 - i. Internal audit services.
 - ii. Courier services.
 - iii. Printing and copying.
 - iv. Other operational services as agreed to be performed by **SUPERINTENDENT**.
2. Responsibilities of **MDRCOP JPA**
- a. **MDRCOP JPA**, through the Governance Council, will coordinate with **SUPERINTENDENT** as to requested services under this Agreement and provide direction as to specific services needed.
 - b. **MDRCOP JPA**, through the Governance Council, will review and approve any existing Director for **MDRCOP JPA**, as well as any other proposed employees of **SUPERINTENDENT** to provide services to **MDRCOP JPA**. Director and employees shall continue in such capacities subject to the approval and satisfaction of the Governance Council of **MDRCOP JPA**.
 - c. **MDRCOP JPA**, through the Governance Council, will have Director or other authorized designee sign contracts in compliance with the Ralph M. Brown Act and pursuant to action taken by the Governance Council in accordance with the JPA and Bylaws of **MDRCOP JPA**.

- d. **MDRCOP JPA** shall prepare and furnish to **SUPERINTENDENT** upon request such information as is reasonably necessary to the performance of **SUPERINTENDENT'S** work under this agreement and is requested of the **SUPERINTENDENT** by Governance Council of **MDRCOP JPA**.
 - e. To the extent employees of **SUPERINTENDENT** are assigned to provide services to **MDRCOP JPA**, **MDRCOP JPA** will follow **SUPERINTENDENT'S** policies and procedures on employment. Should the **MDRCOP JPA**, in its discretion, directly employ individuals, the **MDRCOP JPA** may adopt such policies and procedures consistent with California law, the JPA Agreement and Bylaws.
 - f. **SUPERINTENDENT** recognizes **MDRCOP JPA'S** status and authority as a Joint Powers Authority under California law, and ability to act pursuant to the JPA and Bylaws, and **MDRCOP JPA** recognizes the authority of **SUPERINTENDENT** as to those policies and procedures governing the **SUPERINTENDENT'S** services under this Agreement.
3. **SUPERINTENDENT'S** Compensation and Payment Thereof
- a. During the 2018/2019 term of this Agreement, **MDRCOP JPA** shall provide **SUPERINTENDENT** for review and approval an invoice or summary of the proposed billing, which shall be reviewed and approve prior to July 15 of the new fiscal year. Proposed billing is an estimate and may be adjusted on changes in actual costs. Invoice, or summary, shall include billing for the following:
 - i. Indirect cost, at a rate of 10.86% as applied to **MDRCOP JPA'S** total annual operating expenses (excluding pass-through funds) for a total of Thirty-Nine Thousand Three Hundred Thirty-Six Dollars (\$39,336.00); and
 - ii. Actual employment costs of Four Hundred Fifty-Six Thousand Seven Hundred Ninety-Six Dollars (\$456,796.00) associated with the Director and Clerical Support Personnel assigned by **SUPERINTENDENT** and directed by **MDRCOP JPA**; and
 - iii. The total amount due for 2018/2019 shall be made by transfer from **MDRCOP JPA** to **SUPERINTENDENT** on or about July 30 of the following fiscal year.
 - iv. Districts will be billed semi-annually.
 - b. **MDRCOP JPA** shall promptly notify **SUPERINTENDENT** of any billing issues or questions, which the parties shall address and resolve.
 - c. All invoices and payments to **SUPERINTENDENT** shall be subject to Governance Council review and approval.
 - d. Fees for the 2018/2019 term of the Agreement shall be issued by Addendum and attached to this Agreement.

4. Duration of Agreement

- a. The Agreement shall commence on July 1, 2018 and shall continue through June 30, 2019, unless terminated by **SUPERINTENDENT** or **MDRCOP JPA**.
- b. This Agreement may be terminated by **SUPERINTENDENT** or **MDRCOP JPA** as follows:
 - i. On written notice of 120 calendar days by either party.
 - ii. In the event one of the parties to this agreement no longer exists.
 - iii. **SUPERINTENDENT** is no longer the fiscal agent for **MDRCOP JPA**.
- c. This Agreement may be extended by mutual agreement of the parties.

5. Successors and Assignments

This agreement shall not be assignable except with written consent of both parties, which either party is free to give or withhold in its sole discretion. **MDRCOP JPA** agrees that in the event **MDRCOP JPA** is merged or consolidated with another public agency, such successor agency shall assume all obligations for payment of the outstanding unpaid principal amount of all expenses owed to the **SUPERINTENDENT** under this agreement.

6. Claims and Disputes

Claims, disputes or other matters in question between the parties to this Agreement arising out of, or relating to, this agreement or breach hereof shall be initially informally addressed through direct negotiation between the **MDRCOP JPA** Director and the **SUPERINTENDENT**, subject to the approval and direction of the Governance Council. In the event that the matter cannot be resolved through informal means, claims, disputes or other matters in question between the parties to this Agreement shall be subject to formal mediation under the auspices of a recognized, neutral third-party professional mediation service or other mediation acceptable to both parties, prior to the undertaking of any legal action. The cost of the mediation shall be born equally by the parties.

7. Mutual Hold Harmless

- a. **MDRCOP JPA** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **MDRCOP JPA** in the performance of this contract. It is understood that employees and any subcontractor of the **MDRCOP JPA** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**. Furthermore, **SUPERINTENDENT** will be held harmless for any actions taken by the Director pursuant to the authority delegated by the **MDRCOP JPA** and exercised within the bounds of the delegation.

b. **SUPERINTENDENT** agrees at its own expense, cost and risk to indemnify, defend, save and hold harmless, **MDRCOP JPA**, its agents, employees, directors, offices, member Districts, Governance Council and Committees against any and all personal injuries damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **MDRCOP JPA** in the performance of this contract. Furthermore, **MDRCOP JPA** will be held harmless for any actions taken by the Director pursuant to direction received from the **SUPERINTENDENT** contrary to the direction and authorization of the Governance Council.

8. Amendments

This Agreement may be modified or amended by a later written document executed by the parties and reciting an intention to amend this Agreement.

9. Entire Agreement

This Agreement contains all of the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

MOUNTAIN DESERT REGIONAL CAREER
AND OCCUPATION PATHWAYS,
A California Joint Powers Authority

David O. Reck, Director

Business Support Services

Date: _____

Date: _____

4 18/19-?

APPENDIX A - Contributions by District

JPA Contribution		\$456,796				
Cost Per Enrollment		\$21.46				
District	16/17 Enrollment Per Dataquest/CBEDS	Enrollment Adjustment	Adjusted 16/17 Enrollment	Percentage Calculation	18/19 Cost Share	
Apple Valley USD	3746		3746	18%	\$80,400	
Baker USD	42	-100	0	0%	\$0	
Barstow USD	1538		1538	7%	\$33,010	
Hesperia USD	7006		7006	33%	\$150,369	
Lucerne Valley USD	227	-100	127	1%	\$2,726	
Silver Valley USD	424	-100	324	2%	\$6,954	
Snowline Joint USD	2362		2362	11%	\$50,695	
Trona Joint USD	78	-100	0	0%	\$0	
Victor Union HSD	6180		6180	29%	\$132,641	
Total 9-12 Enrollment (Incl. Cont. and Adult Ed)		21603.00	(400.00)	21283.00	100%	\$456,796

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Board Policy for MDCP Use of District Content

Action Item 5.5: Approval, Board Policy Regarding Use of Member Districts' Photo Release Agreements for Shared Content

It is recommended that the Board approve the proposed policy, which would allow JPA staff to publicly release photographic, video, and other content, utilizing member districts' photo release agreements that are already in place for the individuals included within the content. This content, provided by member districts, will help JPA staff publicly celebrate CTE work in our region and to educate the community on outcomes that are being achieved and worked towards by MDCP and member programs.

**Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

POLICY # ____

**USE OF STUDENTS IN PHOTOS AND VIDEO IN JPA MEMBER-GENERATED
CONTENT**

Photos and video footage of students add significantly to the communication value of the **Mountain Desert Regional Career and Occupational Pathways Joint Powers Authority (MDRCOP)** and associated publications, news releases and web sites. It is the MDRCOP's desire to share the accomplishments, skills, and recognition earned by students with the broader community. This effort is strongly aided by the use of photos or video footage showing students involved in their Career Technical Education (CTE) activities.

Photos & Video

Photographs and video footage of students at member districts and/or names of students at member districts may be used in MDRCOP-produced materials, including printed publications, video productions, and web-based content, provided that the district the student attends has the permission to do so in their own publications, productions and content according to that member district's guidelines.

If parents or guardians do not wish photographs or videos of their student(s) to be used in these materials, they should follow their district's guidelines to opt-out of photo/video use.

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Board Policy for Photo Release Agreement for JPA-generated content

Action Item 5.6: Approval, Board Policy Regarding Photo Release for JPA Generated Content

It is recommended that the Board approve the proposed MDCP Photo Release Policy. This policy would allow JPA staff to create content at JPA events that can be publicly released such as photographic, video, and other content. A release form would be given in advance to event participants to solicit approval. This content will help JPA staff to publicly celebrate CTE work in our region and to educate the community on target outcomes and achievements of the JPA.

**Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

POLICY # ____

**USE OF STUDENTS IN PHOTOS AND VIDEO IN JPA STAFF-GENERATED
CONTENT**

Photos and video footage of students add significantly to the communication value of the **Mountain Desert Regional Career and Occupational Pathways Joint Powers Authority (MDRCOP)** and associated publications, news releases and web sites. It is the MDRCOP's desire to share the accomplishments, skills, and recognition earned by students with the broader community. This effort is strongly aided by the use of photos or video footage showing students involved in their Career Technical Education (CTE) activities.

Photos & Video

Photographs and video footage of students at member districts and/or names of students at member districts may be generated by MDRCOP staff at MDRCOP events and used in MDRCOP-produced materials, including printed publications, video productions, and web-based content, provided that a completed release form has been submitted to MDRCOP staff. This form shall be completely voluntary and will not exclude participation at MDRCOP events.

**Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

Pupil Publicity Authorization and Release

Dear Parent/Guardian:

The Mountain Desert Regional Career and Occupational Pathways (MDCP) JPA requests your permission to reproduce through printed, audio, visual, or electronic means activities in which your pupil has participated in his/her education program.

Your authorization will enable us to use specially prepared materials to increase public awareness and promote continuation and improvement of Career Technical Education programs through the use of mass media, displays, brochures, websites, etc.

1. Name of Pupil (please print): _____

2. Birthdate (please print): _____

3. Name of Parent if pupil under 18 years old (please print): _____

a.) I, as a parent or guardian of the above named pupil or as the above named pupil of age 18 or older, fully authorize and grant the MDCP and its authorized representatives, the right to photograph, record, edit, and print as desired, the biographical information, name, image, likeness, and/or voice of the above named pupil on audio, video, film, slide, or any other electronic and printed formats, currently developed, (known as "Recordings"), for the purposes stated or related to the above.

b.) I understand and agree that use of such Recordings will be without any compensation to the pupil or the pupil's parent or guardian.

c.) I understand and agree that the MDCP and/or its authorized representatives shall have the exclusive right, title, and interest, including copyright, in the Recordings.

d.) I understand and agree that the MDCP and/or its authorized representatives shall have the unlimited right to use the Recordings for any purposes stated or related to the above.

e.) I hereby release and hold harmless the MDCP and its authorized representatives from any and all actions, claims, damages, costs, or expenses, including attorney's fees, brought by the pupil and/or parent or guardian which relate to or arise out of any use of these Recordings as specified above.

MY SIGNATURE SHOWS THAT I HAVE READ AND UNDERSTAND THE RELEASE AND I AGREE TO ACCEPT ITS PROVISIONS.

4. Signature of Student _____

5. Date Signed _____

6. Parent/Guardian (if pupil under 18) _____

7. Date Signed _____

8. Address (Number, Street, Apartment Number) _____

9. City _____

8. State _____

10. Zip Code _____

10. Telephone _____

Granting of permission is voluntary. Please return completed form to MDCP.

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Form 700 Conflict of Interest

Action Item 5.7: Approval, Board Policy Regarding Form 700 Conflict of Interest

It is recommended that the Board approve the proposed Conflict of Interest Policy. The proposal is based off of the existing policy of the Technology JPA department within SBCSS. If approved by the Board, this will be submitted to the Fair Political Practices Commission for their approval.

**Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Mountain Desert Regional Career and Occupational Pathways Joint Powers Authority (MDRCOP)**.

Individuals holding designated positions shall file their statements with the MDRCOP, which will make the statements available for public inspection and reproduction. MDRCOP shall forward original statements for the Executive Board Members, Executive Board Alternates and the Executive Director to the FPPC. Originals of all other statements will be retained by the Mountain Desert Regional Career and Occupational Pathways (MDRCOP), and will be available at the Superintendent's office of the San Bernardino County Schools (Government Code Section 81008).

**The Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

CONFLICT-OF-INTEREST CODE

APPENDIX A

DESIGNATED POSITION

DISCLOSURE CATEGORY

Executive Board Members	I
Executive Board Alternates	I
Director	I
Legal Counsel	I
Consultants/New Positions*	I

*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The Director may determine in writing that a particular consultant/new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s/new position’s duties and, based on that description, a statement of the extent of the disclosure requirements. The Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Gov. Code Sec. 81008).

**The Mountain Desert Regional Career and Occupational Pathways
Joint Powers Authority**

CONFLICT-OF-INTEREST CODE

APPENDIX B

DISCLOSURE CATEGORIES

Category I

Designated employees in this category shall disclose all sources of income (including gifts, loans, and travel payments), investments and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by the MDRCOP, as well as business entities which manufacture, distribute, supply or install computer hardware or software or provide software consulting or development services of the type purchased or utilized by the MDRCOP.

Category II

Designated employees in this category shall disclose all sources of income (including gifts, loans and travel payments), investments and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type purchased or utilized by MDRCOP, as well as business entities which manufacture, distribute, supply or install computer hardware or software or provide software consulting or development services of the type purchased or utilized by the designated position's Department.

Mountain Desert Career Pathways

Date: March 30, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Retention Agreement with The Feldhake Law Firm, APC

Action Item 5.8: Approval, Retention Agreement with The Feldhake Law Firm, APC for Legal Consultation Services

It is recommended that the Board approve a retention agreement with the Feldhake Law Firm for Legal Consultation Services as JPA staff continue to develop JPA services, forms, and policies. Mr. Feldhake provided a free consultation in March that helped indicate needed policies and procedures for JPAs in general and The Feldhake Law Firm has been recommended by other JPAs as one with extensive experience specific to Joint Power Authorities.

THE FELDHAKÉ LAW FIRM

A PROFESSIONAL CORPORATION

650 Town Center Drive, Suite 1590
Costa Mesa, CA 92626

Telephone
(714) 352-8230

Facsimile
(714) 352-8270

Website
www.far-law.com

April 2, 2018

PRIVILEGED AND CONFIDENTIAL

[By Email – Only]

Kendle Crowell, OSIII

[\[Kendle.Crowell@sbcss.net\]](mailto:Kendle.Crowell@sbcss.net)

Mountain Desert Career Pathways JPA

12555 Navajo Road – Room C23

Apple Valley, CA 92308

Re: Retention Agreement
The Feldhake Law Firm, APC
Mountain Desert Career Pathways JPA

Dear Kendle:

The purpose of this correspondence is to memorialize the terms of our engagement, and to serve as a formal attorney-client contract (“Retention Agreement”) between the Mountain Desert Career Pathways JPA (“Client” or “MDCP”) and The Feldhake Law Firm, APC (the “Firm”). We are pleased to be afforded the opportunity to work with MDCP on selective direct engagements, and look forward to working with you, MDCP staff, and the Board.

IDENTIFICATION OF CLIENT

Our engagement is for MDCP in its capacity as a joint powers authority. No other persons, entities or affiliates are or will be represented absent a later signed Amendment to this Retention Agreement.

CONTRACTUAL AGREEMENT

Section 6148 of the California *Business & Professions Code* requires attorneys to have written fee agreements with their clients under most circumstances. While in letter form, this document is designed to serve as that formal agreement between us. Please review all provisions carefully, including the appended Additional Terms and Conditions (which are adopted and incorporated by reference as part of this Retention Agreement), as they are intended to be contractual and to create

mutual obligations. You should inquire of us or consult with separate counsel regarding the terms, your rights and obligations, and any other matters pertaining to our engagement or to entry into this Retention Agreement. In executing this Retention Agreement, you are signifying that you understand the provisions and agree to be bound by the terms recited.

SCOPE OF SERVICES

MDCP has retained the Firm to respond to specific inquiries and requests for work from MDCP on an as needed basis, with any requested and confirmed services to be memorialized by email. Should the scope of this engagement change, that will be reflected in a further letter expressly noting an intention to modify this Retention Agreement or, if necessary, through a formal written Amendment. To the extent appropriate based upon inquiries and the further services contemplated, confirming letters may also issue from the Firm to you to memorialize specific tasks which you request be undertaken pursuant to this Retention Agreement. The Firm shall provide those legal services reasonably required to satisfy the specific engagement, and shall take reasonable steps to keep you informed and to respond to all inquiries. MDCP, in turn, will cooperate with the Firm on the engagement, making such disclosures and documents available as required, and keeping the Firm informed of all developments and material matters bearing upon the areas of legal services requested.

LEGAL FEES

The compensation which the Firm receives for the representation of MDCP's interests has been structured on an hourly basis and materially discounted to \$300.00 per hour for attorneys, \$170.00 per hour for paralegals, and \$75.00 per hour for legal assistants. MDCP agrees to pay the Firm the sums billed monthly for time spent in providing services, including reasonable travel time.

RETAINER

The Firm does not have a standard practice of requiring retainers against future services, as we view this engagement as part of a developing long-term relationship and do not see retainers as consistent with such a business relationship. However, if MDCP were to fall behind on timely satisfying monthly statements for services rendered, the Firm reserves the right to require and MDCP agrees to provide a retainer as a precondition to continued legal services.

COSTS AND EXPENSES

The Firm's policy is to not advance costs for the clients. Inevitably, some routine costs (photocopying, service of process fees, marshal's fees, etc.) are incurred on behalf of our clients. Where costs are high (*e.g.*, travel expenses, court reporter's fees) and they can be anticipated, we will contact you and request that funds be advanced to cover the estimated amount of such costs. To the extent the estimate is too low, we will then bill you for the difference on your monthly statement. Unless an emergency occurs, or the costs are small, we do not advance costs for clients of the Firm. You agree to reimburse the Firm for all reasonable costs and expenses as they are incurred in the

rendition of legal services. These include, but are not limited to, fees fixed by law, telephone calls, messenger and other delivery fees, postage, facsimile (at \$1.00/page) and photocopying (at \$0.25/page) expenses, investigation expenses, filing costs, consultants' fees, travel and lodging-related costs, reporters' fees, process servers' fees, expert witness fees, and similar items. You authorize the Firm to incur all reasonable costs necessary in the Firm's judgment.

MONTHLY FEE AND COST STATEMENTS

We will furnish MDCP with monthly statements for fees and costs incurred in the representation. The monthly statements will itemize the date of service, the specific matter in which the service was provided, and provide a description of the services rendered and the time expended (broken down into six-minute increments). All costs, both internal and external, will be itemized on the monthly statements to reflect those charges by category, amounts and dates incurred or paid. MDCP agrees to pay the Firm's fees and costs on receipt of the monthly statement. The Firm will, on overdue account balances, charge interest at ten percent (10%) per annum on any unpaid balance. MDCP also agrees and shall notify the Firm in writing if you dispute any entry for legal services or costs on any statement. If you fail to do so within thirty (30) days of the date of the statement, all such entries shall be deemed acknowledged as correct as between you and the Firm and any later ability to protest billing entries is waived. You shall also have the right to request a current bill at any time covering the Firm's fees and costs to date, and the Firm shall provide such a bill within ten (10) calendar days of the request.

ARBITRATION OF CLAIMS

If a dispute between MDCP and the Firm arises over fees charged for services, the controversy will be submitted to Binding Arbitration in accordance with the rules of the California State Bar Fee Arbitration Program as described in California *Business & Professions Code* sections 6200 through 6206. Should a dispute arise between you and the Firm over any aspect of the attorney-client relationship other than the fees charged, including, without limitation, a claim for breach of professional duty, those disputes will be resolved by Binding Arbitration before JAMS, or another arbitral agency as the parties may agree. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to Binding Arbitration under California law, and not by a lawsuit or resort to Court process except as California law provides for judicial review of Arbitration proceedings. The Arbitrator or Arbitration Panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any Arbitration Award may be served by mail upon either side and personal service shall not be required.

ANY DISPUTE BASED UPON OR ARISING OUT OF OUR ENGAGEMENT, THIS LETTER AGREEMENT AND/OR THE PERFORMANCE OR FAILURE TO PERFORM SERVICES (INCLUDING, WITHOUT LIMIT, CLAIMS OF BREACH OF DUTY OR PROFESSIONAL NEGLIGENCE), WHETHER

ARISING OUT OF THIS AGREEMENT OR OTHERWISE DUE TO DUTIES ASSUMED OR ALLEGED TO HAVE BEEN ASSUMED BY THIS FIRM, SHALL BE SUBJECT TO BINDING ARBITRATION TO BE HELD IN ORANGE COUNTY, CALIFORNIA BEFORE A RETIRED CALIFORNIA SUPERIOR COURT JUDGE AT JAMS. JUDGMENT ON THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING, AND MAY BE ENTERED IN ANY COMPETENT COURT. AS A PRACTICAL MATTER, BY AGREEING TO ARBITRATE ALL PARTIES ARE WAIVING JURY TRIAL. BOTH PARTIES TO THIS AGREEMENT, BY ENTERING INTO IT, ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.

Firm Initials: _____ Client Initials: _____

INSURANCE

The California *Business & Professions Code* requires us to inform MDCP whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We confirm that the Firm does maintain such insurance coverage.

DISCLOSURE OF RIGHT TO INDEPENDENT COUNSEL

The Firm is not advising MDCP with respect to this Retention Agreement because we would have a conflict of interest in doing so. If you have any questions or wish advice, you have a right to consult independent counsel of your choice and we urge you to do so. By initialing this paragraph, you hereby acknowledge that you have been informed of this right.

Firm Initials: _____ Client Initials: _____

EFFECTIVE DATE

This Retention Agreement will be complete on Board approval, full execution and initialing, and the return to the Firm of a signed, executed and initialed copy of this Retention Agreement, and will be retroactive to April 1, 2018.

* * * * *

I have executed this letter, serving as a formal Retention Agreement, on behalf of The Feldhake Law Firm, APC. Please signify MDCP's acknowledgment and understanding of the terms presented, and of your having freely and voluntarily entered into the contemplated retention, by dating and signing

the original, initialing each page of the incorporated Additional Terms and Conditions, and returning the signed and initialed original to our office

Best regards.

Yours very truly,

Robert J. Feldhake

REVIEWED AND APPROVED:

MOUNTAIN DESERT CAREER PATHWAYS JPA AUTHORITY

Dated: April __, 2018

By: _____

Its: _____

ADDITIONAL TERMS AND CONDITIONS

EFFECTIVE DATE OF AGREEMENT

This Retention Agreement will not take effect, and the Firm will have no obligation to provide (or to continue to provide) legal services, until we have received back from you a fully signed and initialed original (subject to the Firm being entitled and reserving the right to seek compensation for the reasonable value of the services provided in expectation and anticipation of your execution of the Retention Agreement) and, if required, until you have provided the retainer for legal services. Should this Retention Agreement not be signed and returned to the Firm within ten (10) calendar days following the date of transmittal to you, this Retention Agreement will be deemed withdrawn and the subsequent execution will be of no force and effect (unless the delayed execution and return is waived in writing by the Firm).

LEGAL FEES – BILLING, RATES AND ADJUSTMENTS

The Firm bills only for actual work. We employ a computer-based recordation and invoicing system for all attorneys, paralegal and dedicated staff. The Firm has no “minimums” to be billed to Client for certain tasks. The Firm reserves the right, in its discretion, to utilize whichever attorneys and staff it deems best suited to the tasks required, consistent with the competent and efficient rendering of legal services. Rates for additional associates and staff who may assist in this matter will vary depending upon the experience and background of the individual attorneys and legal assistants. Hourly rates are also reviewed and, when appropriate, adjusted to reflect increases in seniority and experience, as well as inflationary factors. The Firm has an internal policy of not raising its rates in a specific matter until that matter is complete, but on an annual basis rates may be modified based upon unusual or unanticipated circumstances, or a more extended or protracted engagement than originally contemplated. Increases are ordinarily made on an annual basis, effective as of the beginning of each calendar year, although increases may occur at other times (notice of which will be forwarded to you).

NON-PAYMENT AND ATTORNEY FEE RECOVERY

The Firm depends upon its clients to satisfy legal fees and costs in accordance with the provisions of the Retention Agreement. In the event you should fail to do so, it may be necessary for the Firm to institute arbitration, litigation or other proceedings in order to obtain compensation for services rendered. In any action to enforce or interpret this Retention Agreement or in any proceeding relating to the Firm’s legal services in which the Firm elects to appear as its own attorneys and without engaging outside counsel, it is understood and agreed that the Firm shall be entitled to recover, and in addition to such other amounts as may be due and owing from you to the Firm for services rendered, a further sum reflecting the time expended by the Firm and the costs incurred in connection with pursuing the Firm’s rights. In addition, to the extent attorney or staff time is incurred following up on payment(s) not timely made under this Retention Agreement, that time and expense will also be billed and be due and owing at the same rates recited.

FORUM SELECTION

In the event of any dispute between you and the Firm regarding the interpretation of this Retention Agreement, the Firm’s services, or the performance of your duties and responsibilities, such dispute(s) may involve arbitration proceedings as well as possible litigation between the parties. It is understood by you that the Firm, in accepting and undertaking this engagement, will be doing so on your behalf and working out of the Orange County office, where legal work will primarily be done, responsible attorneys assigned, communications with you undertaken, and all records maintained. In the event Fee Arbitration proceedings are appropriate pursuant to statute or practice guidelines, such proceedings are agreed between you and the Firm to occur before the Orange County Bar Association (“OCBA”) as an exclusive forum selection. You and the Firm have also separately agreed to Binding Arbitration before JAMS as to any disputes between you and the Firm, and Orange County will be the exclusive forum for the resolution of any dispute. To the extent judicial action is required to compel arbitration, to confirm an award in arbitration, or to enforce the Retention Agreement or pursue recoveries in arbitration, the exclusive forum for such proceedings shall be the Superior Court for the County of Orange, State of California. The Firm and you agree to these forum selections as appropriate in light of the nature of the engagement and the location of the services to be provided. To the extent you and the Firm agree to an alternate forum, such agreement must be in writing and

ADDITIONAL TERMS AND CONDITIONS

signed by representatives of both parties, with each being free to give or withhold consent in his, her or its sole discretion.

DISCHARGE AND WITHDRAWAL

You may discharge the Firm at any time, without cause, and the Firm may withdraw on thirty (30) days notice, without cause. The Firm may, for cause, seek to immediately terminate this engagement and, if needed, take steps to promptly withdraw as your counsel. Possible factors which may result in our withdrawal include (but are not limited to) any breach of this Retention Agreement, refusal to cooperate with the Firm or to follow the Firm's advice on any material matter, failure to communicate, or any other fact or circumstance which renders continued representation unlawful, unethical, infeasible, or adverse to your best interests or potentially so. In the event that the Firm deems it necessary to withdraw from Client's representation, you agree to execute all documents necessary to effectuate the withdrawal.

CONCLUSION OF SERVICES

When the Firm concludes all the requested services, all unpaid charges shall become immediately due and payable. Upon your written request, the Firm will deliver to you its files along with any property or deposits in the Firm's possession. The Firm reserves the right to make copies of all documents necessary for office record-keeping purposes, and you agree to maintain the transferred files in good condition and, on request, to allow the Firm access to all transferred files in the event of a reasonable future need for access to the files and records.

DISCLAIMER OF GUARANTEE

Nothing in this Retention Agreement, and nothing in the Firm's statements to you will or should be construed as a promise or guarantee as to the outcome of any representation. The Firm, directly and through any individual attorney, makes no promises or guarantees regarding the outcome of the representation. The outcome of any engagement cannot be accurately predicted, and any engagement in an adversarial system is dependent upon a number of factors which precludes any assurance as to the outcome and, in most cases, precludes percentage analyses or reliable predictions of the probability of success or failure. Any comments about the possible and probable outcome of the contemplated representation are, and should be treated, as only the Firm's expressions of opinion and intended effort on your behalf, as there is never a guaranteed result in any contested matter. Furthermore, the Firm cannot make any guarantee as to the amount which you will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter. The ultimate fees and costs that you will incur is dependent on numerous factors, including the complexity of the issues as they develop, the extent and nature of discovery required, and the approach the opposition takes to the case. In addition, even the best estimates of anticipated legal fees and costs can be impacted by the actions of other parties and their counsel, regulatory or legal requirements, or the directives of a court or other judicial body. It is, therefore, important that you understand that, if at any time the Firm gives estimates as to costs or attorneys' fees anticipated, they are nothing more than that, merely estimates. The factors mentioned above may cause the actual fees and costs to vary substantially from any estimate given to you by the Firm.

FUTURE WORK AND CLIENTS

It is understood and agreed that the Firm's representation of your interests in this matter is for the specific purpose set forth in the Scope of Services provision of this Retention Agreement, and you agree that the Firm may represent parties in the future on matters that may be adverse to you, so long as such future representation does not involve confidential information which the Firm obtained from its representation of your interests pursuant to this Retention Agreement.

ADDITIONAL TERMS AND CONDITIONS

FIRM – WITNESS FUNCTION

If personnel from the Firm are required to be witnesses, or requested by you to be witnesses in a future matter relating to the Firm's work or activities for you on this matter, you agree to and shall pay the Firm for the time and costs it expends in accordance with the provisions of this Retention Agreement.

PRESERVATION OF FILES

The Firm has no duty to preserve and/or store any files in this matter after its work on the matter is concluded. The Firm may store all or portions of the files for so long as it determines to be appropriate, and may forward to you or purge those portions of its files that it determines not to preserve.

NEGOTIATED AGREEMENT

Although this Retention Agreement represents a standard format employed by the Firm, you acknowledge that the retention as well as the material terms has been the subject of discussion and, as appropriate, negotiation before the final version of your particular Retention Agreement was prepared for signature. Accordingly, you and the Firm acknowledge that this Retention Agreement has been negotiated and entered into "at arms length" and without any duress, pressure or undue influence, and reflects a consensual relationship freely and voluntarily entered into on mutually agreeable terms.

INTEGRATED AGREEMENT

You and the Firm expressly acknowledge and understand that this Retention Agreement contains all terms of our agreement, and that there are no terms or provisions, representations or warranties, or other matters affecting the contemplated retention which are not a part of this document. You and the Firm further acknowledge, understand and agree that this Retention Agreement may be modified, changed, or superseded only by a subsequent writing signed by all parties to this Retention Agreement.

Mountain Desert Career Pathways

Date: April 23, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Subgrantee Agreement with San Bernardino Community College District

Action Item 5.9: Approval, Subgrantee Agreement with San Bernardino Community College District

It is recommended that the Board approve the Subgrantee Agreement as presented. The San Bernardino County/Riverside County Deputy Sector Navigator for Information Communication Technology and Digital Media offered to provide MDCP with a \$5,000 mini-grant to be used to advertise and help facilitate teacher attendance at regional advisories. The Director sought feedback from the Coordinating Council on April 13, 2018 regarding whether the funds would be of use. The consensus is that the funds would be of benefit, particularly for smaller districts with smaller professional development budgets.

If approved, MDCP would accept the mini-grant for the fall semester of the 2018-19 school year and would create a process by which member districts could request use of the funds and, if approved, bill MDCP for those costs.



114 SOUTH DEL ROSA DRIVE
SAN BERNARDINO, CALIFORNIA, 92408

SUBGRANTEE AGREEMENT
Mountain Desert Career Pathways
July 1, 2018 – December 31, 2018

This agreement is made and entered into by and between the San Bernardino Community College District hereinafter referred to as "DISTRICT", and Mountain Desert Career Pathways (MDCP), hereinafter referred to as "SUBGRANTEE."

RECITALS

WHEREAS, the DISTRICT needs assistance for Regional Strong Workforce CTE Advisory Communities, to meet the goals and work plan of the Strong Workforce Regional Advisory Project,

WHEREAS, the SUBGRANTEE is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California Law as may be applicable,

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

AGREEMENT

1. DESCRIPTION OF SERVICES

Mountain Desert Career Pathways will support the Regional Strong Workforce Regional Advisory Communities Project. Please See Attachment "C" – Mini-Grant Proposal for full description of mini grant activities.

2. TERM

CONTRACTOR will commence work under this agreement on July 1, 2018 and will diligently prosecute the work thereafter. SUBGRANTEE will complete the work not later than December 31, 2018. SUBGRANTEE shall not commence work until the Board has approved the Agreement.

3. COMPENSATION

In consideration for the services provided by SUBGRANTEE, DISTRICT shall pay the SUBGRANTEE within 60 days after receipt of approved invoice by accounts payable in accordance with the following:

- a. SUBGRANTEE shall be paid a sum of *****\$5,000*****.
- b. Payments(s) paid on a net 60 after Accounts Payable receives approved invoice(s).

- c. **Billing**
SUBGRANTEE shall invoice DISTRICT for all payments directed to San Bernardino Community College District 114 South Del Rosa Drive, San Bernardino, California, 92408, **Attention: Accounts Payable. Invoices shall be submitted in duplicate and must include SUBGRANTEE'S signature and social security number or tax identification number.**
- d. DISTRICT will not withhold federal or state income tax from payments made to SUBGRANTEE under this agreement, but will provide SUBGRANTEE with a statement of payments made by DISTRICT to SUBGRANTEE at the conclusion of each calendar year.

4. TERMINATION

This agreement may be canceled by either party without cause by written notice and with seven (7) calendar days.

5. RELATIONSHIP OF PARTIES

DISTRICT and SUBGRANTEE hereby agree and acknowledge that SUBGRANTEE, in providing the services herein specified, is and at all times shall be acting as an independent contractor. As such, SUBGRANTEE shall have the right to determine the time and the manner in which the contracted services are performed. DISTRICT shall not have the right to control or to determine the results to be attained by the work of SUBGRANTEE, nor the details, methods, or means by which that result is to be attained. SUBGRANTEE shall not be considered an agent or employee of DISTRICT and shall not be entitled to participate in any employee fringe benefits of DISTRICT. The relationship of the parties will be based on the IRS guidelines (see Attachment A). The DISTRICT reserves the right to make the final determination as to the correct relationship of the parties.

6. CONTRACTOR'S STATUS

SUBGRANTEE expressly represents and covenants that he/she is a Regional Occupational Program duly licensed under the relevant rules and regulations of the State of California and that services provided to the DISTRICT are provided pursuant to such rules and regulations.

7. LIABILITY

SUBGRANTEE agrees to procure and maintain in force during the term of this Agreement and any extension thereof, at its expense, public liability insurance adequate to protect against liability for damage claims through public use of or arising out of accidents occurring from said services, in a minimum amount of \$300,000 combined single limits for bodily injury and property damage. Such insurance policies shall provide coverage for DISTRICT'S contingent liability on such claims or losses. DISTRICT, its officers, agents and employees shall be named as an additional insured. A certificate of insurance shall be delivered to DISTRICT'S Office of Business Services. SUBGRANTEE agrees to obtain a written obligation from the insurers to notify DISTRICT in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

8. WORKERS' COMPENSATION INSURANCE

SUBGRANTEE shall obtain and maintain in full force and effect throughout the entire term of this Agreement full Workers' Compensation Insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the DISTRICT throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. The policy shall also be amended to waive all rights of subrogation against the DISTRICT, its elected or appointed officials, employees, agents, or SUBGRANTEE for losses which arise from work performed by the named insured for the DISTRICT.

9. HOLD HARMLESS

SUBGRANTEE agrees to defend, indemnify, save and hold DISTRICT, its officers, agents and employees harmless from any liability for any claims, accusations, or suits at law or in equity, or in any administrative proceeding, that may be brought by third persons on account of personal injury, death, or damage to property, or a property of business or personal interest, or for any fine, forfeiture or civil penalty arising from any act or omission by SUBGRANTEE, its officers, agents, or employees while performing operations under the Agreement.

10. AMENDMENTS

This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a continuous waiver of the right to compel enforcement of such provision or provisions, nor shall such waiver be construed as a release of any surety from its obligations under this Agreement.

11. ATTORNEY'S FEES

Should any party violate or breach any term or condition of this Agreement, any other party shall have, without limitation, the right to move for entry of judgment by a court of competent jurisdiction, to seek specific performance thereof, and otherwise exercise all remedies available to him, her or it under the law to obtain redress from injury or damage resulting from any such violation or breach. In any such legal proceeding(s) brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred as a consequence hereof.

12. ENTIRE AGREEMENT

There are no understandings or agreements except as herein expressly stated. Any modifications must be in writing.

13. INDEPENDENT CONTRACTOR

SUBGRANTEE is an independent contractor and not an officer, agent, servant, or employee of DISTRICT. SUBGRANTEE is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subgrantees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between DISTRICT and SUBGRANTEE. Neither SUBGRANTEE nor its officers, employees, agents, or sub grantees shall obtain any rights to retirement or other benefits that accrue to DISTRICT employees.

14. LAW TO GOVERN: VENUE

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Bernardino. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

15. NOTICES

All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

IF TO DISTRICT

Attn: Business Services
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408

IF TO SUBGRANTEE (Name & mailing address of SUBGRANTEE)

Attn: Matthew Wells
Director, Mountain Desert Career Pathways JPA (MDCP)
12555 Navajo Road – Room C23
Apple Valley, CA 92308

16. VALIDITY

If any terms, condition, provision, or covenant of this Agreement shall to any extent be judged invalid, unenforceable, void, or violable for any reason whatsoever by a court of competent jurisdiction, each and all remaining terms, conditions, promises and covenants of this Agreement shall be unaffected and shall be valid and enforceable to the fullest extent permitted by law.

17. PUBLICATION OF SOURCE OF GRANT

Grantee shall acknowledge Strong Workforce Program (SWP) and San Bernardino Community College District (SBCCD) as the funding source for the project(s) in all promotion, publicity, publications, films and videotapes, and programs (electronic or print). The current DWM logo and style guides are available at:

<http://doingwhatmatters.cccco.edu/CommunicationToolKit.aspx#templates>

SBCCD logo is available at: http://printingservices.sbccd.org/Downloads_Templates

18. EXHIBIT AND ADDENDUM INCORPORATED

Exhibit "A" through "C" are attached hereto and incorporated into this Agreement by reference.

19. PUBLIC EMPLOYEE

If SUBGRANTEE is a regular employee of a public entity, all services which SUBGRANTEE renders under this agreement will be performed at times other than SUBGRANTEES regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

20. STRS RETIREE

SUBGRANTEE shall provide DISTRICT with a statement indicating whether or not SUBGRANTEE is a retired member of the State Teacher's Retirement System of the State of California.

21. ASSIGNMENT

This Agreement is neither assignable nor transferable by either party or by operation of law without the consent in writing of the other party. Consent by either party to one or more assignments or transfers shall not constitute consent to a subsequent assignment or transfer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

_____ Date _____
DISTRICT SIGNATURE

San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408
909-382-4000

_____ Date _____
SUBGRANTEE SIGNATURE

Matthew Wells
Director, Mountain Desert Career Pathways JPA (MDCP)
12555 Navajo Road – Room C23
Apple Valley, CA 92308
760-247-8001 Ext 1371

ATTACHMENT A

IRS GUIDELINES FOR EMPLOYEE CLASSIFICATION

IF THE ANSWER IS “YES” TO ANY OF THE FIRST SEVEN QUESTIONS AN EMPLOYMENT RELATIONSHIP EXISTS.

1. Has this category of worker already been classified an “employee” by the IRS?
 Yes No
2. Is the individual working as an employee prescribed by the Education Code? The IRS predisposes an employer/employee relationship when state law mandates such a relationship.
 Yes No
3. Is the individual already an employee of the DISTRICT in another capacity?
 Yes No
4. Has the individual performed substantially the same services for the DISTRICT as an employee in the past? Is the individual retired, returning to substitute, or train, etc.?
 Yes No
5. Are there currently employees of the DISTRICT doing substantially the same services as will be required of this individual?
 Yes No
6. Does the DISTRICT have the legal right to control the method of performance by this individual? Consider whether the DISTRICT has to train this individual or give instruction as to when, where, how, and in what order to work. Does the DISTRICT require the individual to submit reports or perform the services at a DISTRICT site: These factors would indicate the DISTRICT maintains control, sufficient for an employer/employee relationship. However, it is not necessary that the DISTRICT exercise this right or have the expertise required to do so. In many cases this would not be practical or advisable.
 Yes No
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.
 Yes No

IF THE ANSWER TO ANY OF THE NEXT THREE QUESTIONS IS “YES,” THERE IS A GOOD POSSIBILITY THAT AN EMPLOYMENT RELATIONSHIP EXISTS.

Questions 3 and 9 are indicators of DISTRICT control that, in conjunction with the other factors, imply an employment relationship.

8. Must the required services be performed by this individual? May the individual designate someone else to do the work without the DISTRICT’s knowledge or approval.
 Yes No

9. Does the DISTRICT have a continuing relationship with the individual? Is this a "one shot deal" or will the DISTRICT continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.

Yes No

10. Can the relationship be terminated without the consent of both parties?

Yes No

IF YOUR ANSWERS ARE "NO," HERE ARE MORE QUESTIONS.

11. Does the individual operate an independent trade or business that is available to the general public? A determining factor in judging independence is the performance of services to the general public. In evaluating this criterion, school districts are considered to be separate entities. If the DISTRICT is utilizing this individual's services on a full-time basis, the individual is not available to the general public. Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the DISTRICT and the individual performing services.

Yes No

12. Does the individual have a substantial investment in his/her business; i.e., maintains a facility, equipment, etc.?

Yes No

13. Does this individual provide all materials and support services necessary for the performance of this service? The DISTRICT should not provide office space, clerical, secretarial, or any other support for the individual such as materials, copying, printing, office supplies, etc.

Yes No

14. Is this individual paid by the job or on a commission?

Job Commission

15. Does the individual bear the cost of any travel and business expenses incurred to perform the service?

Yes No

ATTACHMENT B

LOBBYING CERTIFICATION AND DISCLOSURE OF OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employees 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 under Section 1352, Title 31, and U.S. C. 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 such failure.

SIGNATURE:	
TITLE:	
DATE:	

ATTACHMENT C

Strong Workforce Regional Advisory Communities
Desert/Inland Empire Region
Mini-Grant
Description of Service

A. Vendor Information

Mountain Desert Career Pathways (MDCP) Joint Powers Authority (JPA)
Kendle Crowell, (760) 247-8001 x1370, kendle.crowell@mdcareerpathways.com

B. Mini-Project Description

Mountain Desert Career Pathways (MDCP) has been working for the past few years to strengthen regional advisory efforts so as to keep our member districts and surrounding community colleges informed and updated regarding industry trends and needs while minimizing burden to industry that occurs through multiple meetings about repeated content by multiple agencies.

These efforts parallel and partner well with the Strong Workforce Regional Advisory Communities. MDCP will support the Strong Workforce Regional Advisory Communities project as follows:

- Attend the Community College Regional Advisories;
- Advertise Strong Workforce Regional Advisories to industry, education, and government partners;
- Include invitations to Strong Workforce partners for sub-regional advisories held in MDCP work area where appropriate;
- Other related activities.

C. Project Budget

Budgeted Items	Explanation	Requested Funds
Professional Development/Release Time	MDCP will provide professional development and/or release time for K12 instructors and staff to attend Regional Advisory meetings	\$4,500
Marketing/Advertising	MDCP will advertise both Strong Workforce Regional Advisory Communities as well as sub-regional Advisories to various stakeholders	\$500
Total Requested Funds		\$5,000.00

Mountain Desert Career Pathways

Date: April 23, 2018

To: MDCP Executive Board

From: Matt Wells, Director

Subject: Approval, February 2, 2018 Meeting Minutes

Action Item 5.10: Approval, February 2, 2018 Meeting Minutes

It is recommended that the Board approve the Minutes from the last Board Meeting on February 2, 2018. The Board may approve the Minutes as is, or make corrections as needed.



Governing Board Meeting Minutes

Friday, February 2, 2018

Location: Roy C Hill Education Center, Telepresence Room

1:00 p.m. – 3:00 p.m.

DRAFT

In Attendance:

- Tom Hoegerman, Chair/Superintendent, Apple Valley USD
- Peter Livingston, Superintendent, Lucerne Valley USD
- Jeff Malan, Co-Chair/Superintendent, Barstow USD
- Jesse Najera, Superintendent, Silver Valley USD
- David Olney, Superintendent, Hesperia USD
- Ronda Tremblay, Superintendent, Baker Valley USD
- Kendle Crowell, OSIII, Mountain Desert Career Pathways JPA/SBCSS
- Matt Wells, Director, Mountain Desert Career Pathways JPA/SBCSS

Agenda Item	Presenter(s)	Notes:
1.0 <i>Call to Order</i>	Tom Hoegerman	<ul style="list-style-type: none"> • The meeting was called to order at 1:18 p.m.
2.0 <i>Matters Brought by Citizens</i>	Tom Hoegerman	<ul style="list-style-type: none"> • No matters were brought forward.
3.0 <i>Action/Discussion Items</i>	Tom Hoegerman	<p>3.1 Review and Approval of the Agenda</p> <ul style="list-style-type: none"> • On a motion by Jeff Malan, with a second by Peter Livingston, the Agenda was unanimously approved. <p>3.2 Review and Approval of the November 17, 2017 Meeting Minutes</p> <ul style="list-style-type: none"> • On a motion by Peter Livingston, with a second by Jesse Najera, the November 17, 2017 Meeting Minutes were unanimously approved. <p>3.3 Review and Approval of New Logo</p> <ul style="list-style-type: none"> • Matt Wells discussed the process of getting a new JPA logo from Crowdspring. • The Coordinators voted on their favorite design and that was presented to the Board for their adoption. • On a motion by Jesse Najera, with a second by Jeff Malan, the new logo was unanimously approved. <p>3.4 Adjust 2017/2018 Budget</p> <p>Tom Hoegerman reviewed the process of establishing</p>

		<p>the 17/18 budget:</p> <ul style="list-style-type: none"> • It started as a draft based on the prior year’s budget. Throughout the year, a need arose to obtain insurance for the JPA and there was also a need to have documents reviewed by legal counsel. Those charges were added to the overall budget. • Because the Director position was vacant for most of the year, there were substantial savings, which would be passed on to the districts. • The total number reflected in the budget and the Master Agreement was \$289,562.00. Tom asked for a motion to approve the adjusted 2017/2018 budget. <ul style="list-style-type: none"> ○ On a motion by Ronda Tremblay, with a second by Peter Livingston, the adjusted 2017/2018 budget was unanimously approved. <p>3.4.1 2017/2018 Master Agreement</p> <ul style="list-style-type: none"> • Tom asked the group to review the 2017/2018 Master Agreement. • He noted that the verbiage about the ROP support was removed and the final budget totals were included. The Agreement was also amended to indicate that districts would be paying their contributions bi-annually. The attachment, Appendix A, reflects district contributions for the year, based on the total budget amount. • Tom asked for a motion to approve the 2017/2018 Master Agreement. <ul style="list-style-type: none"> ○ On a motion by Jeff Malan, with a second by Jesse Najera, the 2017/2018 Master Agreement was unanimously approved. <p>3.5 Review 2018/2019 Budget</p> <p>Tom Reviewed the draft proposal of the 2018/2019 budget:</p> <ul style="list-style-type: none"> • There will be an increase in salaries, health and welfare, and indirect costs from County Schools. Tom would like to meet with Ted Alejandro to discuss the indirect rate increase. • \$2500 was built in as Director’s discretionary funds, so the JPA will have money available to assist with events like competitions, awards ceremonies, etc. The JPA office needs to be able to have funds set aside for certain things that may come up throughout the year, without needing Board approval for everything.
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		<p>3.5.1 Preliminary Budget Reserve Amount</p> <ul style="list-style-type: none"> • Tom asked the Board members if they felt there were any items left out of the budget that should be included. No one had any suggestions. • Tom asked if the group thought it necessary to consider a reserve amount, or if they wanted to continue voting to pay for new items as they come up. Jeff Malan replied that JPA staff should continue bringing items that require budget approval back to the Board throughout the year, rather than building a reserve. He added that any carryover from the prior year could be used towards new or unforeseen expenses. The rest of the group concurred. <p>3.5.2 2018/2019 Master Agreement</p> <ul style="list-style-type: none"> • Tom noted that the total amount of the budget will be reflected in the 2018/2019 Master Agreement and dictate the amount each district will pay to the JPA. • The revised Agreement will be brought back to the next Board Meeting in April to be approved. After that, County Schools' Purchasing/Contracts department will finalize it.
<p>4.0 <i>Discussion/ Informational Items</i></p>	<p>Tom Hoegerman</p>	<p>4.1 Coordinating Council Update (Matt Wells) Matt Wells gave an overview of items discussed at the last Coordinating Council Meeting:</p> <ul style="list-style-type: none"> • Articulations with Victor Valley College were set to expire at the end of this year, but Lee Bennett offered to extend existing agreements for another two years. Any new courses will need to follow the process of gaining approval at advisories and being recorded in the meeting minutes. Lee will be writing new MOUs for all articulations, so any new ones need to be received by Lee no later than April 13th. <ul style="list-style-type: none"> ○ Jeff Malan stated he would like to see more discussion take place regarding articulations with Barstow College. Tom Hoegerman replied that he would like Matt to meet with all the Superintendents to learn about their struggles and what each district needs. In regards to Barstow College, Matt should also schedule a meeting with them to delve into the struggles they've had with the articulation process and see what solutions they can come

		<p>up with. Jeff added there is a new College President who may be able to take the discussion further and deal with counseling conflicts.</p> <ul style="list-style-type: none"> • The Pathways to Success and Made in the High Desert events are scheduled for February 22nd at Victorville Fairgrounds. Students will have the opportunity to explore different industry sectors and community college options. • The JPA website will be built in-house and Matt will work on a template to present to the Coordinators to determine the direction they would like to go, as far as design and content. • Coordinators will choose which industry sector to host advisories for in the 18/19 year. Dates will be secured at the March meeting. The hope is to continue collaborating with Victor Valley College and Barstow College to ensure more well-rounded advisories. • Matt reviewed some of the competitions that took place this year and expressed that the desire of the Coordinators is to hold more competitions next year featuring more industry sectors. Victor Valley College is open to hosting competitions in the future, which would be a great opportunity for the students. Matt and Kendle Crowell will work on building a schedule of competitions for 18/19. They are great events that encourage student involvement and allow industry to see what students are learning and accomplishing in their classes. <p>4.2 Board Policy Discussion</p> <ul style="list-style-type: none"> • Tom Hoegerman noted that the CA Form 700s were not accepted by San Bernardino County because there was no Conflict of Interest Code to accompany them. That is a policy that needs to be written once Matt assumes his new position. • The JPA currently has no Board Policies in place, so along with the Conflict of Interest Code, it needs to be determined what policies other JPAs have in place and what policies are needed. Matt will be in charge of writing those for Board approval. <p>4.3 Precision Exams</p> <p>Tom reminded the group that a decision needed to be reached by the Coordinators regarding Precision Exams and whether or not to continue contracting</p>
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		<p>with them for 18/19. He discussed his findings:</p> <ul style="list-style-type: none"> • Most teacher feedback has been positive, but some teachers still aren't comfortable using it, so the goal is to ensure everyone knows how great of an opportunity it is for the students. • Coordinators will decide at the next Coordinating Council Meeting if they want to move forward with the software or not. They will vote on it to ensure all districts are heard. • Industry expressed their desire to see certificates like what Precision Exams offers, so it is a valuable tool.
<p>5.0 <i>Director's Report</i></p>	<p>Matt Wells</p>	<ul style="list-style-type: none"> • Matt Wells shared his excitement about starting in the Director roll and thanked the group for the opportunity. He looks forward to spreading the word about the important work the JPA is doing. • Matt will work on an 18-month plan based on Superintendent and Coordinator feedback and what district's needs are. He will bring back a draft of his plan to the next Board Meeting. He invited the Board to send him anything they would like addressed in his plan, as they find the need. • Tom Hoegerman added that he is eager to see the direction the program will take with Matt on board.
<p>6.0 <i>Board Comments</i></p>	<p>Group Discussion</p>	<ul style="list-style-type: none"> • Tom Hoegerman would like Ted Alejandre, Beth Higbee, and Lynne Kennedy of SBCSS to start touring district programs with Matt so they can see what students are already doing in their classrooms. That will help to build the bond between County Schools, Alliance for Education, and the JPA. • Ronda Tremblay reported that although Baker doesn't currently have any CTE programs, they are re-opening a gold mine in the area, along with American Green, so it may be a good time to evaluate the possibilities that those businesses will bring in the future, which could support the need for new programs. Matt Wells will work with Ronda to learn more and he will bring in Steve Tyrrell of the Manufacturer's Council to further the discussion and gain contacts in the mining field. • Tom suggested that the Board think about the



		<p>need for Matt to represent the JPA at the high desert Chambers of Commerce. Even if the JPA doesn't become a member, there are still costs associated with attending their meetings, so that may be something that needs to be built into the budget.</p>
<p>7.0 <i>Next Meeting Date</i></p>	<p>Tom Hoegerman</p>	<ul style="list-style-type: none"> • The next Board Meeting will be held on April 6, 2018 at Hesperia USD, Superintendent's Conference Room.
<p>8.0 <i>Adjournment</i></p>	<p>Tom Hoegerman</p>	<ul style="list-style-type: none"> • On a motion by Peter Livingston, with a second by Jeff Malan, the meeting was adjourned at 1:58 p.m.